



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #14-2021 Extended Social Resource Overnight Emergency Shelter** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 20, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of 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. General Shelter Information – 15 points
2. Rapid Resolution, Housing Oriented - 25 points
3. Low-Barrier - 25 points
4. Capacity, Cost Effectiveness, & Budget - 10 points
5. Staff Qualifications & Experience - 5 Points
6. Partnership & Resource Leverage - 5 Points
7. Outreach & Inclusion Strategy - 15 Points

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 submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

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

Director, Division of 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, Elizabeth D. Fowler, 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, 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.

Elizabeth D. Fowler

STATE OF Kentucky

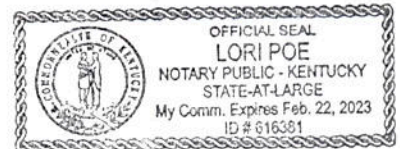
COUNTY OF Fayette

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

by Elizabeth D. Fowler on this the 17th day

of May, 2021.

My Commission expires: February 23, 2023



Lori Poe

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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.

Elizabeth J. Fowler

Signature

Bluegrass Care Navigators

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Bluegrass Care Navigators

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	44	10	30	0	0	1	1	0	0	0	0	0	0	0	2	11	33
Professionals	356	39	307	0	0	0	6	0	0	0	1	0	0	0	3	39	317
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	40	15	25	0	0	0	0	0	0	0	0	0	0	0	0	15	25
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	148	4	124	0	0	2	15	0	1	0	0	0	0	0	2	6	142
Office/Clerical	68	7	56	0	0	0	5	0	0	0	0	0	0	0	0	7	61
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	656	75	542	0	0	3	27	0	1	0	1	0	0	0	7	78	578

Prepared by: Davey King, Grants Manager Date: 05 / 10 / 2021

(Name and Title)

Revised 2015-Dec-15

**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

Complete Address: 1733 Harrodsburg Rd Lexington 40504
Street City Zip

Contact Name: Davey King Title: Grants Manager

Telephone Number: 859-296-6867 Fax Number: 859-223-0490

Email address: dking@bgcarenav.org

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	ttyra@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@orwbc.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@nwbo.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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #14-2021

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. Bluegrass Extended Stay 2753 Richmond Rd Lexington KY 40509 859-269-4999 samishalash@hotmail.com	MBE, WBE	Provision of overnight lodging/shelter for medical respite patients	\$38,010	63%
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.

Bluegrass Care Navigators
Company
5/14/21
Date

Elizabeth J. Fowler
Company Representative
President/CEO
Title



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

N/A

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #14-2021

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 Bluegrass Care Navigators	Contact Person Davey King
Address/Phone/Email 1733 Harrodsburg Rd, Lexington KY 40504 859-296-6867 dking@bgcarenav.org	Bid Package / Bid Date RFP #14-2021 / 05-20-21

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
Bluegrass Extended Stay 2753 Richmond Rd. Lexington, Ky. 40509	Sami Shalash	859-269-4999 samishalash@hotmail.com	5-10-21	Lodging/ Shelter	Email	\$38,010 (see attached budget)	MBE WBE	

(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.

Bluegrass Care Navigators
Company
5/14/21
Date

G. Robert L. Fowler
Company Representative

President/CEO
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDDBE 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

N/A

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP #14-2021

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

N/A 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/A 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

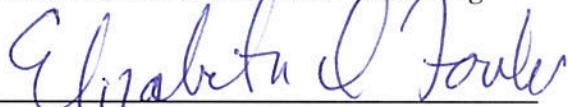
Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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.

Bluegrass Care Navigators
Company
Date 5/14/21


Company Representative
President/CEO
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 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.

Elizabeth J. Fuller
Signature
Burgess Case
Navigators

5/14/21
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Extended Social Resource Overnight Emergency Shelter Component

FY2022

Background

Lexington-Fayette Urban County Government (LFUCG) wishes to contract with non-profit organizations operating within the city of Lexington to provide low-barrier, housing-oriented overnight emergency shelter for individuals and families experiencing homelessness. This component of the Extended Social Resource program will be administered through the LFUCG Office of Homelessness Prevention & Intervention (OHPI). Funding for this component is proposed for FY2022 at \$690,919.00.

Overnight emergency shelter contracts will be awarded to eligible applicants to operate overnight emergency shelter in alignment with the goals of the Lexington-Fayette County Continuum of Care and the LFUCG Homelessness Prevention & Intervention Board. This is a purchase for services agreement with terms set by the city of Lexington.

Eligibility

Applicants for overnight emergency shelter contracts must meet and agree to the following items and submission of a proposal constitutes agreement to these terms:

- ✓ All shelter guests must be entered into the Homeless Management Information System (HMIS) database. All Universal Data Elements per the U.S. Department of Housing and Urban Development must be entered for each guest and they must be entered and exited from the shelter project in HMIS in a timely manner.¹
- ✓ Shelters must participate fully in the Fayette County's Coordinated Entry System. For shelters this means conducting the VI-SPDAT assessment for guests who have reached an appropriate length of stay², entering those guests into the Coordinated Entry project in HMIS, and meeting all responsibilities outlined in Coordinated Entry Policies & Procedures adopted by the LFUCG Homelessness Prevention & Intervention Board.

1.0 General Provisions

1.1 Purpose

The LFUCG is accepting proposals from qualified non-governmental, non-profit organizations with current 501(c)(3) tax exempt status and with a physical business or program site location in Fayette County (hereinafter referred to as "Proposer") for overnight emergency shelter funding. This funding is reserved for emergency shelter operations and may not be used for general agency operations, other than overhead required to support the subject program.

¹ Exception is made for shelters serving survivors of intimate partner abuse which must instead utilize a separate but equivalent system as directed by HUD.

² Typically 2-3 weeks to see if homelessness can self-resolve but some discretion is allowed. Guests may refuse the assessment and/or refuse to have their information entered into HMIS.

By responding to this RFP proposers agree to collaborate fully with LFUCG and/or its designee to collect all necessary data and provide reports needed to evaluate effectiveness of the project. Meticulous data must be maintained and provided on participant outcomes and the proposer must agree to collect all applicable data required by LFUCG. This is necessary to determine return on investment and to effectively evaluate the appropriateness of future funding by LFUCG or any other entity. Proposers also agree to provide financial information about project operations including, but not limited to, such items as staff time allocations, dollar value of leveraged services, etc. Any anticipated costs associated with data collection and evaluation should be included in the proposal to the extent possible.

1.2 Funding Period

The funding period is for one year to begin on July 1, 2021. The intent of this allocation is to provide funding for operations. LFUCG will conduct ongoing evaluation of the project to determine effectiveness including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

1.3 Proposal Submission

In order to be considered, proposals must be received by the THURSDAY, MAY 20, 2021 2:00pm deadline, via IonWave. The proposal must contain the required documents and 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.

1.4 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.

1.5 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.

2.0 FUNDING PROCESS

2.1 Timeline

This Request for Overnight Emergency Shelter proposals is being released on April 29, 2021, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on Thursday, May, 20, 2021 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 July 2021. This timeline is subject to change without notice.

2.2 Evaluation

Proposals will be evaluated by a neutral panel, the Program Performance & Evaluation Committee of the LFUCG Homelessness Prevention & Intervention Board, all of whom have some expertise in the field of human services but no affiliation with any applicant.

The scoring criteria are outlined in Section 4.0 Evaluation.

2.3 Selection

Proposals will be scored and ranked. The highest scoring proposal will receive the percentage of request. Ranking and funding awards will be recommended by Committee and contacted to negotiate a funding agreement. Should no agreement be reached, the second highest scoring applicant will be contacted.

2.4 Reporting

The funded project will be required to submit quarterly financial reports. OHPI will pull project reports from the HMIS in order to evaluate progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by OHPI as will due dates and submission process.

Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

3.0 PROPOSAL FORMAT

The Proposer must submit one (1) electronic version in .PDF format via the LFUCG Bonfire portal. A complete proposal contains each of the following components:

4.0 EVALUATION

General Shelter Information – 15 points

The following information is required in order to evaluate capacity and scope of programming and ensure a balance of shelter options for various sub-populations of people experiencing

homelessness. While the overall narrative score is a major factor in funding recommendations, LFUCG will also consider factors such as ensuring availability of critical services and an adequate number of emergency shelter beds for vulnerable populations.

Rapid Resolution, Housing Oriented - 25 points

Up to 25 points will be awarded to applicants demonstrating a shelter project that is rapid resolution and housing oriented. This means a plan is presented for how the organization works with guests to develop and implement a housing plan including diversion techniques and how quickly people move to permanent housing.

Low-Barrier - 25 points

Up to 15 points will be awarded to applicants based on an evaluation of the shelter’s commitment to a housing first, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

Capacity, Cost Effectiveness, & Budget - 10 points

Every community, including Lexington, faces the challenge of ensuring that shelter capacity is scaled to meet local need and that it is financed accordingly. In making decisions regarding necessary capacity, LFUCG will consider how a broad range of changes and improvements within their crisis response systems will impact need and demand for emergency shelter.

Complete this table	Total
Number of individual beds available to the general population (exclude beds reserved for/supported by Department of Corrections or other funding sources)	
Number of units available for families, if applicable:	
Funds requested from LFUCG:	
Total budget for shelter program (all funding sources):	
LFUCG investment per bed (Request/Total Beds):	
LFUCG investment per unit, if applicable (Request/Total Units):	
Total cost per bed (Total Budget/Total Beds):	
Total cost per unit, if applicable (Total Budget/Total Units):	
% LFUCG investment (LFUCG Request/Total Budget * 100):	

Staff Qualifications & Experience - 5 Points

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

Partnership & Resource Leverage - 5 Points

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

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

Outreach & Inclusion Strategy - 15 Points

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

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

0685193

Michael G. Adams
KY Secretary of StateReceived and Filed
2/9/2021 9:55:13 PM

Fee receipt: \$15.00

Commonwealth of Kentucky

Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 1150
Frankfort, KY 40602-1150
(502) 564-3490
<http://www.sos.ky.gov>

Annual Report Online Filing

ARP

Company: BLUEGRASS EXTENDED STAY LLC
Company ID: 0685193
State of origin: Kentucky
Formation date: 2/8/2008 12:00:00 AM
Date filed: 2/9/2021 9:55:13 PM
Fee: \$15.00

Principal Office

2753 RICHMOND ROAD
LEXINGTON, KY 40509

Registered Agent Name/Address

SAMI SHALASH
2753 RICHMOND ROAD
LEXINGTON, KY 40509

Members/Managers

Manager	Eitaf Alia Shalash	3036 Charleston Gardens Blvd.
Manager	Sami Shalash	1014 Serenity Circle

County:	Fayette
Business size:	Small
Ownership:	Women-owned - Minority-owned
Business type:	Other

Signatures

Signature	Sami Shalash
Title	Mr

From: [Jamie Cody](#)
To: [Davey King, MPA](#)
Cc: [Cassie Mitchell](#); [Jennifer King](#)
Subject: FW: [EXTERNAL EMAIL]RE: Bluegrass Care Navigators/ Homeless Medical Respite
Date: Monday, May 10, 2021 5:52:16 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)
[image875609.png](#)

 **Jamie Cody**
Transitions Program Manager

Office: 606.439.0262
Direct: 606.487.2969
Mobile: 606.438.8668

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From: Sami Shalash <samishalash@hotmail.com>
Sent: Monday, May 10, 2021 5:31 PM
To: Jamie Cody <jcody@bgcarenav.org>
Subject: [EXTERNAL EMAIL]RE: Bluegrass Care Navigators/ Homeless Medical Respite

CAUTION: EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender and know the content to be safe.

Hello,

Thanks for reaching out. We would love to continue our partnership through the next year. Our nightly rates are \$59.99 Sunday-Thursday and \$69.99 on Friday-Saturday.

Regards,

Sami Shalash
General Manager
Bluegrass Extended Stay
2753 Richmond Rd.
Lexington, Ky. 40509
859-269-4999 ext. 173 Office
859-268-2346 Fax
www.bluegrassextendedstay.com

From: Jamie Cody <jcody@bgcarenav.org>
Sent: Monday, May 10, 2021 5:21 PM
To: samishalash@hotmail.com
Subject: Bluegrass Care Navigators/ Homeless Medical Respite

Good afternoon,

We are reaching out to solicit your participation and request a quote from Bluegrass Extended Stay for hotel

accommodations for our homeless medical respite program through June 30, 2022.
If interested, please reply and indicate the specified nightly rate.

Thank you,
Jamie

Jamie Cody
Transitions Program Manager
Office: 606.439.0262
Direct: 606.487.2969



Bluegrass Extra Care
Bluegrass Home Primary Care
Bluegrass Adult Day Health Care
Bluegrass Transitional Care
Bluegrass Palliative Care
Bluegrass Hospice Care
Bluegrass Grief Care

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From: [Sherita Miller](#)
To: [Davey King, MPA](#)
Subject: RE: [EXTERNAL EMAIL]RE: List of Veteran-Owned Businesses in Lexington-Fayette County
Date: Monday, May 10, 2021 3:23:18 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)

Hi Davey,

The businesses on the list are registered to do business with Lexington Fayette Urban County Government (LFUCG) in order to bid on city contracts and/or had done business with LFUCG previously.

Thanks, Sherita

Sherita Miller
Minority Business Enterprise Liaison
Central Purchasing

859.258.3323 office
lexingtonky.gov



From: Davey King, MPA <dking@bgcarenav.org>
Sent: Monday, May 10, 2021 3:09 PM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: RE: [EXTERNAL EMAIL]RE: List of Veteran-Owned Businesses in Lexington-Fayette County

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

Hi Sherita,

Thank you for your very quick response and for providing this list! Do all of these entities do business in Lexington-Fayette County? (I just wanted to clarify, since many of them are based outside Lexington-Fayette County, as you noted.)

Thanks again!
Davey

Davey King, MPA
Manager of Grants & Philanthropy Communications
Office: 859.276.5344
Direct: 859.296.6867



Bluegrass Extra Care
Bluegrass Home Primary Care
Bluegrass Adult Day Health Care
Bluegrass Transitional Care
Bluegrass Palliative Care
Bluegrass Hospice Care
Bluegrass Grief Care

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From: Sherita Miller <smiller@lexingtonky.gov>
Sent: Monday, May 10, 2021 3:03 PM
To: Davey King, MPA <dking@bgcarenav.org>
Subject: [EXTERNAL EMAIL]RE: List of Veteran-Owned Businesses in Lexington-Fayette County

CAUTION: EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender and know the content to be safe.

Good afternoon Davey,

Attached is a copy of LFUCG's certified list of minority, women and veteran owned businesses. This is an overall list of businesses with various specialties located in and outside of Lexington Fayette County.

I hope this helps.

Thanks, Sherita

Sherita Miller
Minority Business Enterprise Liaison
Central Purchasing

859.258.3323 office
lexingtonky.gov



From: Davey King, MPA <dking@bgcarenav.org>
Sent: Monday, May 10, 2021 2:52 PM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: List of Veteran-Owned Businesses in Lexington-Fayette County
Importance: High

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

Good afternoon, Ms. Miller,

Would you please send me a list of veteran-owned businesses in Lexington-Fayette County?

Thank you very much,
Davey

Davey King, MPA
Manager of Grants & Philanthropy Communications
Office: 859.276.5344
Direct: 859.296.6867



Bluegrass Extra Care
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From: [Cunningham, Alan G.](#)
To: [Davey King, MPA](#)
Cc: [Goatley, Verna](#)
Subject: [EXTERNAL EMAIL]RE: List of veteran-owned businesses in Lexington-Fayette County
Date: Tuesday, May 11, 2021 8:50:29 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)

CAUTION: EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender and know the content to be safe.

Good Morning Davey,

I looked at our current list of certified Veteran-Owned Businesses in Lexington and did not find any.

AAECON GENERAL CONTRACTORS LLC	502-315-9161	mlathon@aacongc.com	Louisville
Broadwater And Associates Group, Inc.	615-256-6707	ernest.broadwater@broadwaterprint.com	Nashville
J F Hilliard Company LLC	812-207-1200	jfhilliardco@gmail.com	Jeffersonville
SKIPS DEFENSE SOLUTIONS LLC	502-931-3172	skipmccall@skipsds.com	Louisville
SMI Enterprises LLC	317-938-2065	raylay@smienterprises.org	Indianapolis
universal spartan, LLC	270-501-2210	salesuniversalspartan@gmail.com	vine grove

This is our current list of Veteran owned companies but unfortunately they are not located in Lexington. If you need any more assistance please feel free to reach out to me anytime.

Alan Cunningham (he/him)
Compliance Analyst
Louisville Metro Human Relations Commission
745 West Main Street, Suite 251
Louisville, KY 40202
502.574.2393
502.574-3577 (Fax)
alan.cunningham@louisvilleky.gov



From: Goatley, Verna <Verna.Goatley@louisvilleky.gov>
Sent: Tuesday, May 11, 2021 8:27 AM
To: Cunningham, Alan G. <Alan.Cunningham@louisvilleky.gov>
Subject: Fwd: List of veteran-owned businesses in Lexington-Fayette County

See email below. Please respond. Thanks

Verna' Goatley
Louisville Metro Human Relations Commission
Sent from my iPhone

Begin forwarded message:

From: "Bynes, Melvin (KYTC)" <Melvin.Bynes2@ky.gov>
Date: May 11, 2021 at 8:17:34 AM EDT
To: "Davey King, MPA" <dking@bgcarenav.org>
Cc: "Kellie S. Watson" <Kellie.Watson@louisvillemisd.org>, "Goatley, Verna" <Verna.Goatley@louisvilleky.gov>, "Cosby, David" <David.Cosby@lge-ku.com>
Subject: RE: List of veteran-owned businesses in Lexington-Fayette County

CAUTION: This email came from outside of Louisville Metro. Do not click links or open attachments unless you recognize the sender and know the content is safe

We do not maintain a list of Veteran owned businesses but I have cc'd a few colleagues who might.

Thank you,

Melvin Bynes, Executive Director
DBE Liaison Officer
Office for Civil Rights and
Small Business Development
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
502-782-4816
502-564-1491, 502-564-2114 (fax)

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Before printing this e-mail think if it is necessary. Think Green!

From: Davey King, MPA <dking@bgcarenav.org>
Sent: Monday, May 10, 2021 3:00 PM
To: Bynes, Melvin (KYTC) <Melvin.Bynes2@ky.gov>
Subject: List of veteran-owned businesses in Lexington-Fayette County
Importance: High

Good afternoon, Mr. Bynes,

I am looking for a list of veteran-owned businesses in Lexington-Fayette County. If you have such a list, could you please send it to me? If you do not, could you please refer me to another organization that might have a list?

Thank you very much,
Davey

Davey King, MPA
Manager of Grants & Philanthropy Communications
Office: 859.276.5344
Direct: 859.296.6867



Bluegrass Extra Care
Bluegrass Home Primary Care
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The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: [Davey King, MPA](#)
To: robertcoffey@sba.gov
Subject: List of veteran-owned businesses in Lexington-Fayette County
Date: Monday, May 10, 2021 3:01:48 PM
Attachments: [image021339.png](#)
[image962191.png](#)
[image628552.png](#)
[image033454.png](#)
Importance: High

Good afternoon, Mr. Coffey,

I am looking for a list of veteran-owned businesses in Lexington-Fayette County, Kentucky. If you have such a list, could you please send it to me? If you do not, could you please refer me to another organization that might have a list?

Thank you very much,
Davey

Davey King, MPA
Manager of Grants & Philanthropy Communications
Office: 859.276.5344
Direct: 859.296.6867



Bluegrass Extra Care
Bluegrass Home Primary Care
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From: [Davey King, MPA](#)
To: palcorn@cvky.org
Subject: List of veteran-owned businesses in Lexington-Fayette County
Date: Monday, May 10, 2021 2:57:00 PM
Importance: High

Good afternoon, Ms. Alcorn,

I am looking for a list of veteran-owned businesses in Lexington-Fayette County. If you have such a list, could you please send it to me? If you do not, could you please refer me to another organization that might have such a list?

Thank you very much,
Davey

From: [Davey King, MPA](#)
To: shawn.rogers@uky.edu
Subject: List of veteran-owned businesses in Lexington-Fayette County
Date: Monday, May 10, 2021 2:53:00 PM
Importance: High

Good afternoon, Shawn,

Would you please send me a list of veteran-owned businesses in Lexington-Fayette County?

Thank you very much,
Davey

Note to File

From: Davey King, Grants Manager

Date: 5-11-21

Re: Efforts to Contract with Veteran-Owned Small Businesses

On May 10, 2021, Bluegrass Care Navigators contacted several entities on the list of organizations identified in the LFUCG ESR OES RFP as sources for obtaining listings of Veteran-Owned Small Businesses. We received lists from Sherita Miller with LFUCG and Alan G. Cunningham with Louisville Metro Human Relations Commission. None of the Veteran-Owned Small Businesses on the lists provide the services or products needed (i.e., overnight lodging, individual transportation services, or groceries) to support the Medical Respite program.

LFUCG 2021 ESR Overnight Emergency Shelter – RFP #14-2-21
Bluegrass Care Navigators Medical Respite Program Application

General Shelter Information – 15 points

The following information is required in order to evaluate capacity and scope of programming and ensure a balance of shelter options for various sub-populations of people experiencing homelessness. While the overall narrative score is a major factor in funding recommendations, LFUCG will also consider factors such as ensuring availability of critical services and an adequate number of emergency shelter beds for vulnerable populations.

RESPONSE:

Bluegrass Transitional Care (BTC) 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. Our program is built around compassionate care, ensuring that every patient is treated with dignity and respect.

Some patients in our community do not have a home to return to when they are discharged from a hospital. BTC provides medical respite for patients experiencing homelessness by utilizing motel/hotel rooms in the community, a model that we have used for several years in Lexington and has also 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, allows families to stay together and is effective in protecting the patient from infections from other patients. It also helps divert patients under treatment for serious medical conditions from shelters that may not have the necessary training, expertise, and resources to provide the full complement of services needed.

Based on the number of patients we are currently serving through Bluegrass Transitional Care Medical Respite, we project that this program will provide care for a total of 96 patients experiencing homelessness in FY2022. These patients will be served in partnership with University of Kentucky HealthCare, Baptist Health Lexington, Saint Joseph Hospital, Lexington-Fayette County Health Department, HealthFirst Bluegrass, and other healthcare entities.

Rapid Resolution, Housing Oriented – 25 points

Up to 25 points will be awarded to applicants demonstrating a shelter project that is rapid resolution and housing oriented. This means a plan is presented for how the organization works with guests to develop and implement a housing plan including diversion techniques and how quickly people move to permanent housing.

RESPONSE:

Bluegrass Care Navigators is a community healthcare provider that focuses on helping patients achieve the highest quality of health possible. We understand that housing is an extremely important social determinant of health. As noted above, Bluegrass Transitional Care (BTC) is a case management program. As such, we seek to address all barriers impacting a patient's self-sufficiency and to connect the patient with appropriate resources in the community to help them obtain and sustain long-term housing that is affordable and appropriate for their circumstance.

This program diverts homeless patients from traditional shelter facilities. During the entire medical respite and transitional care intervention, the nurse/coach and social worker collaborate 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. Bluegrass Transitional Care participates in the Lexington Continuum of Care. Agencies that we coordinate care and services with include, but are not limited to, Lexington Housing Authority, Community Action Council, AIDS Volunteers of Lexington, local landlords and apartment associations, LFUCG Adult and Tenant Services, Wheels, LFUCG Office of Homelessness Prevention and Intervention, Moveable Feast, Lexington Rescue Mission, Catholic Action Center, KY Prescription Assistance Program, Kentucky Department for Community Based Services, and home health agencies.

Low-Barrier – 25 points

Up to 15 points will be awarded to applicants based on an evaluation of the shelter's commitment to a housing first, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

RESPONSE:

Under the Bluegrass Transitional Care innovative medical respite model, our transitional care model (TCM) and care transitions intervention (CTI) follow a client- and person-centered approach that has now been regionally and nationally recognized as extremely successful. All referrals are screened by Bluegrass Care Navigators nurses and are enrolled only for medical respite needs. Patients must be able to care for themselves (with assistance), including taking their medications appropriately with guidance. For patients struggling with alcohol or illegal substance use, 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. Our medical respite initiative incorporates family caregivers into the program, as appropriate.

The primary focus of the Bluegrass Transitional Care medical respite program is on helping the patient receive adequate healthcare services to achieve treatment success, rather than imposing extraneous expectations and requirements on convalescing patients. We follow the patient-focused policies of Bluegrass Care Navigators and are a part of this organization's Compliance Plan.

Capacity, Cost Effectiveness, & Budget – 10 points

Every community, including Lexington, faces the challenge of ensuring that shelter capacity is scaled to meet local need and that it is financed accordingly. In making decisions regarding necessary capacity, LFUCG will consider how a broad range of changes and improvements within their crisis response systems will impact need and demand for emergency shelter.

Complete this table	Total
Number of individual beds available to the general population (exclude beds reserved for/supported by Department of Corrections or other funding sources)	N/A
Number of units available for families, if applicable:	N/A
Funds requested from LFUCG:	\$60,150
Total budget for shelter program (all funding sources):	\$88,500
LFUCG investment per bed (Request/Total Beds):	\$ 627
LFUCG investment per unit, if applicable (Request/Total Units):	N/A
Total cost per bed (Total Budget/Total Beds):	\$ 922
Total cost per unit, if applicable (Total Budget/Total Units):	N/A
% LFUCG investment (LFUCG Request/Total Budget * 100):	68%

Please see detailed budget attached.

Staff Qualifications & Experience – 5 Points

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

RESPONSE:

Team members working in Bluegrass Transitional Care Medical Respite include:

Cassie Mitchell, MSN, MBA, RN; Project Lead, Resume attached

Jamie Cody, RN, Transitions Program Manager, Resume attached

Hospital-Based Nurse/Coach: 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. There are 3 hospital-based coaches at UK that will also enroll patients at Baptist Health Lexington and Saint Joseph Hospital.

Home Nurse/Coach: 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.

Home Social Worker: Provides hotel visits as needed for community resource and program referrals, counseling, and assessments.

Trained Volunteers: BTC 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.

Please see attached resumes.

Partnership & Resource Leverage – 5 Points

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

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

RESPONSE:

The Bluegrass Transitional Care Medical Respite program has existing partnerships with University of Kentucky HealthCare, Baptist Health Lexington, Saint Joseph Hospital, physician practices, housing providers, and social services agencies that are leveraged regularly to ensure the medical respite program is successful and part of a continuum of care in the community. Working in collaboration with a wide range of community agencies to prepare the patient to return to the community is vital to the success of this intervention. Bluegrass Transitional Care participates in the Lexington Continuum of Care. Some of the agencies with which we coordinate care and services include, but are not limited to, Lexington Housing Authority, Community Action Council, AIDS Volunteers of Lexington, local landlords and apartment associations, LFUCG Adult and Tenant Services, Wheels, LFUCG Office of Homelessness Prevention and Intervention, Moveable Feast, Lexington Rescue Mission, Catholic Action Center, KY Prescription Assistance Program, Kentucky Department for Community Based Services, and home health agencies.

The Bluegrass Care Navigators Board of Directors oversees quality improvement, fiscal management, and fund-raising efforts. Our organization engages hundreds of volunteers whom we train to support our patient care programs in various capacities. We rely upon philanthropic support from the community to cover the gap not funded through traditional medical payers so that we can provide compassionate care to every eligible patient, regardless of ability to pay or level of insurance coverage.

Outreach & Inclusion Strategy – 15 Points

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

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

RESPONSE:

Participants in the Bluegrass Transitional Care Medical Respite program come from a situation of homelessness. As such, this program targets some of the most marginalized members of our society.

These individuals are impacted by poverty and economic distress. In order to qualify for medical respite services, they must have been immediately discharged from the hospital for a physical or other disability. Program participants may also present with limited English proficiency.

One overarching goal is to help every qualifying patient in need by providing the highest quality physical and psychosocial support, without regard to race, color, religion, sex, sexual orientation, handicap or national origin. To this end, BCN has instituted a “Non-Discrimination in Patient Care” policy to ensure that every service and benefit we provide remains inclusive to all patients. Further, our policies provide that the organization will not exclude or deny a qualified individual with a disability from participating in or benefitting from our services, programs, or activities. We provide translation services to persons with limited English proficiency through a third-party language line provider. BCN honors patient translation preferences and, within certain safeguards, will collaborate with a patient’s preferred family member with better English proficiency or preferred community-based (volunteer or paid) translators.

We have already taken concrete steps toward implementing recommendations from the Mayor’s Commission for Racial Justice and Equality. In 2020, we established an organizational strategic initiative to increase diversity, equity, and inclusion. We are currently interviewing candidates to fill the new position of Director of Diversity, Equity, and Inclusion, who will help recruit a more diverse workforce and assist with achieving greater equity in access to healthcare services among minority populations. Furthermore, we are actively pursuing philanthropic grant funding to initiate a targeted outreach effort, endorsed by several African-American community leaders and organizations (Urban League, NAACP, Senator Reggie Thomas, and area churches) to make our end of life services more accessible to residents within the 40508 zip code.

Please see Non-Discrimination of Patient Needs and other policy statements attached.

PROGRAM BUDGET SUMMARY

Agency Name **Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators**
 Program Name **Bluegrass Transitional Care for Medical Respite**

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

		Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
1. Staff Salaries for Program	# of Employees:			
Full-Time (FTE)	1	36,667	13,500	23,167
Part-Time		0		
Total Salaries		36,667	13,500	23,167
3. Consultant Services	\$	0	0	0
<i>list details</i>	N/A			
4. Space/Facilities	\$	42,233	38,010	4,223
<i>list details</i>	8 clients/month at an average of 7 nights/cost of \$62.85/night = \$3,519.44*12months = \$42,233			
5. Operating Expenses	\$	9,600	8,640	960
<i>list details</i>	Transportation costs = \$55/client * 8 clients/month = \$440*12 months = \$5,280 Food costs = \$45/client * 8 clients/month = \$360* 12 months = \$4,320			
6. Scholarships / Stipends	\$	0	0	0
<i>list details - numbers & amounts</i>	N/A			
7. Other	\$	0	0	0
<i>list details</i>	N/A			
8. TOTAL FY22 PROGRAM BUDGET	\$	88,500	60,150	28,350

Cost per Program Participant: \$ 922

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

Authorized Representative (typed name): Laura Klumb

Title: Vice President of Philanthropy

Date: 05-19-2021

Cassandra (Cassie) Mitchell, MSN, MBA, RN

1341 Shakertown Road ♦ Harrodsburg, KY 40330 ♦ (502) 741-7271 ♦ colegray04@aol.com

Objective Summary

Utilization of my 27 years of healthcare experience in the promotion of exceptional care for patients and families as well as organizational viability and growth and support of emerging and developing nurse leaders. My background in Nursing, Operations, Leadership, Marketing and Relationship Development, as well as Process Development and Improvement represent a unique combination of skills transferable into a variety of positions.

Strengths

- ◆ Outcomes, metric driven track record of consistently meeting or exceeding goals and expectations
- ◆ Dynamic transformational leadership abilities with effective and efficient change agent functionality
- ◆ Patient/Family avocation with ongoing process improvement initiatives showcasing strong outcomes
- ◆ Innate comfort and skill in facilitating rapport, securing relationships, and creating exceptional working relationships of high functioning, empowered teams

Professional Experience

Bluegrass Care Navigators (DBA Hospice of the Bluegrass)

Chief Operating Officer, Clinical Services, June 2018 to Present

- ◆ System level responsibility to ensure 7 service lines (Adult Day, Palliative Care, Home Primary Care, Community Bereavement, Hospice, Post-Acute Case Management and Private Duty & Personal Care) and the associated leaders operate with satisfaction and success.
 - Organization serving 16,000 patients/clients/participants annually across half of Kentucky.
- ◆ Organizational leadership and responsibility for aggressive and successful growth.
 - 1st year increase in total patients/clients/participants served 6%.
- ◆ Organizational operational controls, administrative and reporting procedures and people systems to support high quality and compliant care, organizational growth, financial strength and efficiency.

Vice President, Marketing and Business Development, July 2015 to June 2018

- ◆ Organizational responsibility for quality, efficiency, & effectiveness of sales and marketing function as well as development of new business lines. Direct supervision of Provider Liaisons & Communications.
- ◆ Organizational responsibility for the development and management of agency-wide sales and marketing with primary focuses on growing patients served, increasing referrals, and referral source satisfaction; in all service lines (hospice, palliative care, private duty, adult day, home primary care, case management).
 - 1st year increase of 7% in total number of hospice patients served, 6% increase in referrals to all programs.
 - 2nd year increase of 7% in total number of hospice patients served, 12% increase in referrals to all programs.
 - 3rd year increase of 3% in total number of hospice patients served, 8% decline in referrals to all programs (result of completion of CMS demonstration project accounting for >600 less referrals).
- ◆ Oversight of organizational rebranding initiative (1 year from launch); from creation of RFP to selection of firm; facilitating consumer research; selection of new brand architecture, name, mark, and treatments; to the implementation of the new brand and ongoing community, provider and consumer education.

HOSPARUS HEALTH

Vice President, Operations and Outreach, July 2013 to June 2015

Cassandra (Cassie) Mitchell, MSN, MBA, RN

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- ◆ Shared responsibility with the CNO for overall clinical and operational functionality of the Hosparus Community Offices serving 33 counties and 6000+ patients annually in KY & IN.
 - Overall responsibility for care delivery and exceptional patient/family outcomes of the Louisville Communities (3600+ annual patients in 6 counties utilizing 150 plus healthcare providers).
- ◆ Overall responsibility for the leadership and management of the organizations functions of Referral & Admissions, 24/7 Telesupport, Community Outreach, and External Communications.
- ◆ Serve as the organizations operational change agent focused on streamlining processes and improving outcomes for the organization, community partners, healthcare partners, and for patients and families.

Associate Vice President, Executive Director Clinical Support, April 2011 to July 2013

- ◆ Responsibility for management oversight and delivery of all Hosparus' Outreach, Referrals and Admissions, and Customer Support departments and functions.
- ◆ Provided leadership to 3 separate teams with 3 Directors supervising 100+ team members in 8 locations.

Senior Director of Referral & Admissions, November 2008 to April 2011

- ◆ Oversight of all aspects of Hosparus Outreach, Referrals & Admissions based in our Louisville office, as well as collaboration with 3 remote sites in Southern Indiana, Central Kentucky, & Bowling Green.
- ◆ Developed and implemented an updated referral and admission process that lead to a 20% + growth in admissions to Hosparus program and 30% increase in referrals.

Clinical Director of Inpatient Hospice Unit @ Baptist Northeast, June 2006 to Nov 2008

- ◆ Oversight and facilitation of the day-to-day delivery of care on the 12-bed hospice unit plus resources management related duties relative to space, equipment, contracts, and regulatory compliance.
- ◆ Collaboration with Hosparus and Baptist Northeast organizational leadership to develop / revise processes and policies that result in excellent continuity of care and regulatory compliance.

Baptist Hospital Northeast

Quality Care Coordinator/Patient Safety Officer, Jan 2005 to June 2006 & Nov 2006 to Aug 2007

Heritage Hospice

Nursing Coordinator & Lead Admission Nurse, April 2001 to April 2004

Ephraim McDowell Medical Center

Emergency Department RN, Sept 1998 to April 2001

Caretenders Home Health

Case Manager and Field Nurse, 1995 to Sept 1998

Ephraim McDowell Regional Medical Center

Charge RN, May 1994 to 1995

Education

Indiana Wesleyan University – Marion, IN
MSN & MBA, August 2015

University of Kentucky – Lexington, KY
Bachelor of Science in Nursing, December 1996

Midway College – Midway, KY
Associates of Arts, May 1994

Jamie Cody

47 Brashear Drive Hazard, KY 41701 | 606-438-8668 | jcody@bgcarenav.org

Education

ASSOCIATE DEGREE NURSING | JUNE 1999 | HAZARD COMMUNITY COLLEGE

- Registered Nurse, current Kentucky licensure
- April 2012: University of Pennsylvania's Ralston-Penn Center, certification: "Transitional Care Model: Evidence Based Transitional Care for Chronically Ill Older Adults"

LEADERSHIP

- 2012-2013: Regional Representative, Kentucky Association of Adult Day Centers (KAAD)
- 2006-2008: Eastern Regional Representative, Kentucky Association for Gerontology (KAG)

Experience

TRANSITIONAL CARE PROGRAM SUPERVISOR/MANAGER | BLUEGRASS CARE NAVIGATORS | MARCH 2018 - PRESENT

Responsible for administration of daily operations of Transitional Care Program within Bluegrass Care Navigators to improve patient outcomes and reduce preventable hospital readmissions among at risk adult and pediatric patients. Assists/leads program development, execution, management, and evaluation and ensures payer/partner and client needs are met. Oversees program data integrity and evaluation. Works closely with payers and partners to develop and implement strategies to provide services to new and different populations. Develops and updates onboarding plan and program policies and protocols. Responsible for onboarding, training, and supervision of clinical and administrative staff.

BLUEGRASS TRANSITIONAL CARE (KATS) RN/NURSE MANAGER | BLUEGRASS CARE NAVIGATORS | MARCH 2012-MARCH 2018

RN/Nurse Manager within the Kentucky Appalachian Transition Service (now Bluegrass Transitional Care), assisting chronically ill adults in managing their health care and preventing hospital readmissions. Responsibilities included screening and admitting hospitalized patients to the Transitions Program, completing in-home follow up visits, and collaborating with patients and other health care providers to improve patient outcomes. Program results included significant reduction in 30-day hospital readmissions during CMS CCTP Demonstration; recognized by CMS as a top performing program.

NURSE ADMINISTRATOR | LKLP ADULT DAY HEALTH CENTER | JANUARY 2003- JULY 2013

Nurse Administrator of adult day health care center. Oversaw daily operations of adult day health center, ensuring state and federal guidelines were met without omission and supervision of all nursing and ancillary staff. Developed, reviewed, and revised program policies and procedures, staff orientation and training programs, ensured infection control guidelines were met, prepared staff schedules, assisted with hiring and orientation of new employees, and oversaw quality improvement program.

Jamie Cody

47 Brashear Drive Hazard, KY 41701 | 606-438-8668 | jcody@bgcarenav.org

REGISTERED NURSE, EXTRA CARE PRIVATE DUTY NURSING SERVICE, PRN | HOSPICE OF THE BLUEGRASS (BLUEGRASS CARE NAVIGATORS) | JULY 2011- JULY 2013

Fulfilled PRN position within Hospice of the Bluegrass' (now Bluegrass Care Navigators) Extra Care Private Duty Nursing line of service. Provided patient assessment, direct patient care, and family support to terminally ill adult and pediatric patients.

REGISTERED NURSE/MDS COORDINATOR | NIM HENSON GERIATRIC CENTER | JUNE 1999- SEPTEMBER 2001

RN for 22-bed skilled nursing unit, providing direct patient care. In November 2000, promoted to MDS Assessment Coordinator for 44 bed skilled nursing facility. Coordinated interdisciplinary assessments of nursing home residents, initiated individualized patient care plans, and implemented staff training to promote quality patient care.

Non-Discrimination of Patient Needs

Purpose

To ensure that care, treatment, and services are consistent with Hospice's mission, vision, and goals. Hospice can provide the services that patients need within an established time frame.

Policy

Patient with comparable needs receive the same standard of care, treatment, and services throughout the organization.

Care, treatment, and services are consistent with Hospice's mission, vision, and goals.

Procedure

1. Hospice provides the services that patients need within established time frames;
2. Hospice ensures those providing the care, treatment, and services have the required competence by following procedures outlined by the HR department, and
3. Variance in payment source do not affect the outcomes of care, treatment, or services in a negative way.

Notice of Privacy Practices

Purpose

To provide guidelines for the protection of patient/client private health information.

Policy

The privacy practices of BCN, designed to protect the privacy, use, and disclosure of protected health information, are clearly delineated in the hospice's Notice of Privacy Practices, which was developed and used in accordance with Federal requirements.

Procedure

1. The privacy practices of BCN are described in the Notice of Privacy Practices (see Addendum 7-030.E for Notice of Privacy Practices).
2. The privacy practices and requirements of BCN are further detailed in BCN's Privacy Policies and Procedures.
3. The Notice of Privacy Practices is given to all patients/clients no later than the date of the first service delivery.
4. A good faith effort is made to obtain written acknowledgement of the patient/client's receipt of the BCN Notice of Privacy Practices.
5. When written acknowledgement of the patient/client's receipt of the Notice cannot be obtained, there is documentation to explain efforts made to obtain it and the reason(s) why it was not obtained.
6. The Notice of Privacy Practices is available to anyone who requests it.
7. The Notice of Privacy Practices will be revised as needed to reflect any changes in BCN 's privacy practices. Revisions to the Notice will not be implemented prior to the effective date of the revised Notice.
8. When policy-altering revisions to the Notices of Privacy Practices are necessary, all current patients/clients, employees, and business associates will receive a revised copy with notation of the changes made.
9. The Privacy Officer retains copies of the original Notice of Privacy Practices and any subsequent revisions for a period of seven (7) years from the date of its creation or when it was last in effect, whichever is later.
10. Documentation is retained for seven (7) years after the patient's/client's written acknowledgment of receipt of BCN's Notice of Privacy Practices or of efforts made to obtain this written acknowledgment and the reason(s) why it was not obtained.
11. All employees and business associates of BCN are required to adhere to the privacy practices as detailed in the Notice of Privacy Practices, privacy policies and procedures and business associate contracts.
12. Violations of BCN's privacy practices will result in disciplinary action, up to and including, termination of employment or contracts.

Notice of Privacy Practices

Addendum

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. USE AND DISCLOSURE OF HEALTH INFORMATION:

BCN may use your health information, information that constitutes protected health information as defined in the Privacy Rule of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, for purposes of providing you treatment, obtaining payment for your care and conducting health care operations. BCN has established policies to guard against unnecessary disclosure of your health information.

THE FOLLOWING IS A SUMMARY OF THE CIRCUMSTANCES UNDER WHICH AND PURPOSES FOR WHICH YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED:

To Provide Treatment. BCN may use your health information to coordinate care within BCN and with others involved in your care, such as your attending physician, members of BCN interdisciplinary team and other health care professionals who have agreed to assist BCN in coordinating care. For example, physicians involved in your care will need information about your symptoms in order to prescribe appropriate medications.

BCN also may disclose your health care information to individuals outside of BCN involved in your care including family members, clergy who you have designated, pharmacists, suppliers of medical equipment, or other health care professionals.

To Obtain Payment. BCN may include your health information in invoices to collect payment from third parties for the care you receive from BCN. For example, BCN may be required by your health insurer to provide information regarding your healthcare status so that the insurer will reimburse you or BCN. BCN also may need to obtain prior approval from your insurer and may need to explain to the insurer your need for hospice care and the services that will be provided to you.

To Conduct Health Care Operations. BCN may use and disclose health information for its own operations in order to facilitate the function of BCN and as necessary to provide quality care to all of BCN's patients. Health care operations include such activities as:

- Quality assessment and improvement activities.
- Activities designed to improve quality of life or reduce health care costs.
- Protocol development, case management, and care coordination.
- Contacting health care providers and patients with information about treatment alternatives and other related functions that do not include treatment.
- Professional review and performance evaluation.

Notice of Privacy Practices

- Training programs including those in which students, trainees, or practitioners in healthcare learns under supervision.
- Training of non-healthcare professionals.
- Accreditation, certification, licensing or credentialing activities.
- Review and auditing, including compliance reviews, medical reviews, legal services, and compliance programs.
- Business planning and development including cost management and planning related analyses and formulary development.
- Business management and general administrative activities of Hospice of the Bluegrass. - Fundraising for the benefit of BCN.

For example, BCN may use your health information to evaluate its staff performance; combine your health information with other BCN patients in evaluating how to more effectively serve all BCN patients, disclose your health information to BCN staff and contracted personnel for training purposes, use your health information to contact you as a reminder regarding a visit to you, or contact you as part of general fundraising and community information mailings (unless you tell us you do not want to be contacted). BCN may disclose certain information about you including your name, your general health status, your religious affiliation, and where you are in the inpatient units while you are in the inpatient units. BCN may disclose this information to people who ask for you by name. Please inform us if you do not want your information to be included in the list.

For Fundraising Activities. BCN may use information about you including your name, address, phone number, and the dates you received care in order to contact you or your family to raise money for BCN. BCN may also release this information to a related Hospice foundation. If you do not want BCN to contact you or your family, notify Vice President of Philanthropy at (859) 276-5344 and indicate that you do not wish to be contacted.

For Appointment Reminders. BCN may use and disclose your health information to contact you as a reminder that you have an appointment for a home visit. For Treatment Alternatives. BCN may use and disclose your health information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

THE FOLLOWING IS A SUMMARY OF THE CIRCUMSTANCES UNDER WHICH AND PURPOSES FOR WHICH YOUR HEALTH INFORMATION MAY ALSO BE USED AND DISCLOSED:

When Legally Required. BCN will disclose your health information when it is required to do so by any Federal, State, or local law.

When There Are Risks to Public Health. BCN may disclose your health information for public activities and purposes in order to:

Notice of Privacy Practices

- Prevent or control disease, injury or disability, report disease, injury, vital events such as birth or death and the conduct of public health surveillance, investigations, and interventions.
- Report adverse events, product defects, to track products or enable product recalls, repairs, and replacements and to conduct post-marketing surveillance and compliance with requirements of the Food and Drug Administration.
- Notify a person who has been exposed to a communicable disease or who may be at risk of contracting or spreading a disease.
- Notify an employer about an individual who is a member of the workforce as legally required.

To Report Abuse, Neglect or Domestic Violence. BCN is allowed to notify government authorities if BCN believes a patient is the victim of abuse, neglect, or domestic violence. BCN will make this disclosure only when specifically required or authorized by law or when the patient agrees to the disclosure.

To Conduct Health Oversight Activities. BCN may disclose your health information to a health oversight agency for activities including audits, civil administrative or criminal investigations, inspections, licensure, or disciplinary action. BCN, however, may not disclose your health information if you are the subject of an investigation and your health information is not directly related to your receipt of health care or public benefits.

In Connection with Judicial and Administrative Proceedings. BCN may disclose your health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal as expressly authorized by such order or in response to a subpoena, discovery request or other lawful process, but only when BCN makes reasonable efforts to either notify you about the request or to obtain an order protecting your health information.

For Law Enforcement Purposes. As permitted or required by State law, BCN may disclose your health information to a law enforcement official for certain law enforcement purposes as follows:

- As required by law for reporting of certain types of wounds or other physical injuries pursuant to the court order, warrant, subpoena or summons or similar process.
- For the purpose of identifying or locating a suspect, fugitive, material witness or missing person.
- Under certain limited circumstances, when you are the victim of a crime.
- To a law enforcement official if BCN has a suspicion that your death was the result of criminal conduct including criminal conduct at BCN.
- In an emergency in order to report a crime.

To Coroners and Medical Examiners. BCN may disclose your health information to coroners and medical examiners for purposes of determining your cause of death or for other duties, as authorized by law.

To Funeral Directors. BCN may disclose your health information to funeral directors consistent with applicable law and if necessary, to carry out their duties with respect to your funeral arrangements. If

Notice of Privacy Practices

necessary to carry out their duties, BCN may disclose your health information prior to and in reasonable anticipation of your death.

For Organ, Eye or Tissue Donation. BCN may use or disclose your health information to organ procurement organizations or other entities engaged in the procurement, banking or transplantation of organs, eyes, or tissue for the purpose of facilitating the donation and transplantation.

For Research Purposes. BCN may, under very select circumstances, use your health information for research. Before BCN discloses any of your health information for such research purposes, the project will be subject to an extensive approval process. BCN will obtain your written permission if any researcher will be granted access to your identifiable health information.

In the Event of a Serious Threat to Health or Safety. BCN may, consistent with applicable law and ethical standards of conduct, disclose your health information if BCN, in good faith, believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health and safety of the public.

For Specified Government Functions. In certain circumstances, the Federal regulations authorize BCN to use or disclose your health information to facilitate specified government functions relating to military and veterans, national security and intelligence activities, protective services for the President and others, medical suitability determinations and inmates and law enforcement custody.

For Worker's Compensation. BCN may release your health information for worker's compensation or similar programs.

AUTHORIZATION TO USE OR DISCLOSE HEALTH INFORMATION:

Other than is stated above, BCN will not disclose your health information other than with your written authorization. If you or your representative authorizes BCN to use or disclose your health information, you may revoke that authorization in writing at any time.

YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION:

You have the following rights regarding your health information that BCN maintains:

Right to Request Restrictions. You may request restrictions on certain uses and disclosures of your health information. You have the right to request a limit on BCN's disclosure of your health information to someone who is involved in your care or the payment of your care. However, BCN is not required to agree to your request. If you wish to make a request for restrictions, please contact the Director of Health Information Management /Privacy Officer at (859) 276-5344.

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Right to Receive Confidential Communications. You have the right to request that BCN communicates with you in a certain way. For example, you may ask that BCN only conduct communications pertaining to your health information with you privately with no other family members present. If you wish to receive confidential communications, please contact a member of your BCN team. BCN will not request that you provide any reasons for your request and will attempt to honor your reasonable requests for confidential communications.

Right to Inspect and Copy your Health Information. You have the right to inspect and copy your health information, including billing records. A request to inspect and copy records containing your health information may be made to Director of Health Information Management/Privacy Officer at (859) 276-5344. If you request a copy of your health information, BCN may charge a reasonable fee for copying and assembling costs associated with your request.

Right to Amend Health Care Information. You, or your representative, have the right to request that BCN amend your records if you believe that your health information is incorrect or incomplete. That request may be made as long as the information is maintained by BCN. A request for an amendment of records must be made in writing to Director of Health Information Management/Privacy Officer at (859) 276-5344. BCN may deny the request if it is not in writing or does not include a reason for the amendment. The request also may be denied if your health information records were not created by BCN if the records you are requesting are not part of BCN's records, if the health information you wish to amend is not part of the health information you or your representative are permitted to inspect and copy, or if, in the opinion of BCN, the records containing your health information are accurate and complete.

Right to an Accounting. You, or your representative, have the right to request an accounting of disclosures of your health information made by BCN reasons, including reasons related to public purposes authorized by law and certain research. The request for an accounting must be made in writing to Director of Health Information Management/Privacy Officer at (859) 276-5344. The request should specify the time period for the accounting starting on or after April 14, 2003. Accounting requests may not be made for periods of time in excess of six (6) years. BCN would provide the first accounting you request during any 12-month period without charge. Subsequent accounting requests may be subject to a reasonable cost-based fee.

Right to a Paper Copy of this Notice. You or your representative have a right to a separate paper copy of this Notice at any time even if you or your representative have received this Notice previously. To obtain a separate paper copy, please contact Director of Health Information Management/Privacy Officer at (859) 276-5344. **The patient/client or a patient /client's representative may also obtain a copy of the current version of the Hospice's Notice of Privacy Practices at its website, www.hospicebgwww.bgcarenav.org.**

DUTIES OF THE HOSPICE:



Notice of Privacy Practices

BCN is required by law to maintain the privacy of your health information and to provide to you and your representative this Notice of its duties and privacy practices.

BCN is required to abide by the terms of this Notice but reserve the right to revise the notice from time to time. BCN reserves the right to change the terms of its Notice and to make the new Notice provisions effective for all health information that it maintains. If BCN makes policy-altering changes to its Notice, BCN will provide a copy of the revised Notice to you or your appointed representative. You or your personal representative have the right to express complaints to BCN and to the Secretary of DHHS if you or your representative believe that your privacy rights have been violated.

Any complaints to BCN should be made in writing to Director of Health Information Management/Privacy Officer at (859) 276-5344. BCN encourages you to express any concerns you may have regarding the privacy of your information. You will not be retaliated against in any way for filing a complaint.

CONTACT PERSON:

BCN has designated the Director of Health Information Management/Privacy Officer as its contact person for all issues regarding patient privacy and your rights under the Federal privacy standards. You may contact this person at **2312 Alexandria Dr., Lexington, KY 40504, (859) 276-5344.**

Confidentiality

Purpose

To ensure that all persons hired by BCN understand and agree to comply with rules and regulations governing the disclosure of patient/client information.

Policy

BCN will protect the confidentiality of its patients/clients/families/caregivers.

Procedure

1. The confidentiality policy is provided to employees in their pre-employment packets and must be returned on or before the first day of employment.
2. No information about the patient/clients/family/caregiver will be released by a member of BCN which might identify the person without the informed consent of that person or his/her legal representative, unless otherwise required by court order, federal, state or local monitoring agencies, or for payment, treatment and healthcare operations.
3. Lists or forms about patients/clients/families/caregivers will be compiled for information and referral purposes only. These will be used solely for inter-BCN purposes.
4. Only personnel involved in the care/service or supervision of care/service on specific patients/clients will access patient/client information.
5. Patients/clients will not be discussed by clinical or non-clinical BCN personnel outside of the clinical setting.
6. Comments and conversations relating to patients/clients made by physicians, nurses or other BCN personnel will be made in confidential settings. It will be standard, acceptable, and necessary practice to share information with other members of the care team. The decision to share information can be aided by considering the intent of the discussion.
7. All requests for information will be reviewed on an individual basis per BCN policy and HIPAA regulations.