



LEXINGTON

RFP-24-2023

Hope Center, Inc.

Supplier Response

Event Information

Number: RFP-24-2023
Title: Street Outreach Services
Type: Request For Proposal
Issue Date: 4/24/2023
Deadline: 5/15/2023 02:00 PM (ET)
Notes: Please submit response in one pdf.

Contact Information

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Hope Center, Inc. Information

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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jeff Crook

Signature

Submitted at 5/11/2023 09:09:44 AM (ET)

jcrook@hopectr.org

Email

Response Attachments

Hope Center Response RFP #24-2023 Street Outreach Services.pdf

Hope Center, Inc. response to LFUCG RFP #24-2023 - Street Outreach Services, including forms and required attachments, EXCEPT audit, which is attached separately.

HC Audit 6-30-22.pdf

Hope Center, Inc. audit

Cover Sheet

o Organization or Lead Applicant Name and Authorized Representative:

Hope Center, Inc.
Jeff Crook, Chief Operating Officer

o Organization or Lead Applicant Address, Phone Number and E-mail:

P.O. Box 6
Lexington, KY 40588

859/619-4821 (Jeff Crook)
Jcrook@hopectr.org

o Title of proposed project:

Hope Center Street Outreach

o Brief summary of proposed project (250 words or less):

Hope Center, Inc. will provide a progressive and comprehensive street outreach program to help unsheltered people experiencing homelessness wherever they may be found, providing engagement and basic human needs, such as food, clothing, and access to shelter. This project would expand existing Hope Center Street outreach staff and hours, and provide for a mental health staff person to conduct field assessments, vastly expanding existing efforts. The street outreach teams will accept referrals from a variety of sources, including LFUCG (OHPI, Parks and Recreation, Lexington Police, etc.), from citizen reports, and from visiting known encampments. It will visit encampment daily to address client needs and serve as a first point of contact for many of the unsheltered individuals in the Lexington homeless system. From there, it will make referrals for housing, medical or mental health needs, substance use treatment/recovery needs, and other resources. The teams will also assist with follow ups with encampments, particularly in situations where encampments are being cleared or relocated, and assist with the development and implementation of a housing plan.

4.1 Project Design:

How will the project identify people...When and how often...Hope Center's Street Outreach teams will identify known encampments, including those that have been identified through the Office of Homeless Prevention and Intervention's (OPHI) list of high priority areas- locations known to be frequently used as homeless encampments, in active coordination with OHPI, LFUCG Code Enforcement and other outreach teams in the community. The teams will also seek out areas that are used as encampments, including those that it has previously identified. It will also accept referrals from the public, and other government agencies, including Parks and Recreation, City Council or the Mayor's Office. It will participate in regular and ongoing calls with OHPI and other homeless providers to identify encampments or individuals who are unsheltered. It will coordinate resources with the HopeMobile, which engages unsheltered people experiencing homelessness on a regular basis.

Direct outreach will occur daily with two two-person teams, providing coverage Monday-Friday, 8am-10pm; and regular weekend coverage, with a schedule based on ongoing needs. The teams will adjust their schedule to address encampments that need contact earlier in the morning or later in the evening, and will be flexible to meet client and the community needs. During winter or other weather activations, it will adjust to needs. Direct outreach will be conducted in encampments and areas that unsheltered individuals may be seeking services, including the public library, day centers, places that provide meals or other such locations. It will make every effort to be able to make contact in the location of the actual encampment or location of habitation (cars, underpasses, etc.) in order to document homelessness but will be available to meet at other locations at the request of the person/s receiving services.

Will the project operate drop-in hours? How will the project respond...The project

will not operate drop-in hours as the teams will be mobile and able to meet unsheltered individuals as needed. The teams will have iPads, cell phones and other necessary technological equipment to ensure that client needs can be addressed from any location. The teams will have cell phones that are available to homeless service providers and individuals needing service as well as those in the community who are interested in making referrals, and will use voicemail or text messaging for non-emergency after-hours calls. Team members will be available for emergency calls after-hours calls on a rotating basis.

How will the project balance new contacts, outreach...and ongoing...The Street Outreach teams will balance making new contacts with connecting with priority outreach locations and providing ongoing case management. First, the coordinator will ensure that referrals for new locations are reviewed and assigned to team members on a daily basis and will assist in coordinating which teams will make contact with priority locations and hot spots. Many of the referrals for new encampments are received overnight or early in the morning, so the teams will prioritize these requests for making contact with new (or newly identified) encampments. The teams will also have assigned client loads for providing case management to ensure that each of these clients will receive the support needed to help move them out of homelessness. The teams will also participate in weekly case management meetings to review the clients receiving ongoing case management with their supervisor, Hope Center's Senior Director of Programs, as well as other relevant team members, including employment specialists, housing specialists, SOAR trained staff, mental health staff and other providers as needed.

Each team will have at least one SOAR trained staff to assist with clients obtaining social security disability benefits and the outreach teams will have a designated housing specialist to assist with applying for, searching for and obtaining permanent housing. The teams will limit the

number of clients receiving intensive case management at any given time to ensure everyone is receiving adequate support. Once a client is transitioned into housing and connection is made to housing case management (if applicable), the case will be closed and a new client will be added.

How will continued case management to these individuals be conducted? Each team will maintain a group of up to 20 intensive case management clients. These individuals will receive more intensive follow up services that include housing navigation and support, applying for mainstream benefits, including SNAP, social security disability, and insurance, employment assistance and coordination of mental health and medical services. Teams will maintain at least weekly contact, based on the specific needs of the clients. Likely more contacts will be needed and provided, including communication with housing, employment, mental health or medical providers on behalf of the intensive case management clients.

Case management will be client-centered, with the unsheltered individuals having the responsibility of working with the outreach staff to develop a case management plan, including goals and identifying needs. This will ensure that the case management staff are addressing the specific needs that are important to the individual. Our staff will conduct the case management in the field, going into the encampments to provide service, but will also occur in whatever locations are needed. This will include transportation to housing, medical or mental health appointments. Staff will meet weekly to review case management plans for each individual and will modify the services based on the changing needs of the individuals.

What is the project's plan for coordinating with the OHPI? The teams will coordinate services with OHPI on a regular basis, including daily contact by email or phone in response to referrals made through the office. The teams will also participate in weekly or bi-weekly outreach meetings with OHPI and other homeless providers who are providing support or

working with outreach clients to ensure appropriate continuity of care. Also, the outreach teams will enter contacts and client information in HMIS so this is readily available to OHPI staff.

Explain how the project will work with key stakeholders...A large portion of street outreach referrals have come from Lexington Police, Community Paramedicine, Code Enforcement, and other community and governmental agencies. Hope Center has established relationships with each of these and will work to address issues with encampments, removal of encampments, related postings, addressing hotspots and accepting referrals. The teams will coordinate, when possible, with representatives from these agencies when making housing plans so that all who encounter the unsheltered individuals will be aware of the plans.

Hope Center's Street Outreach teams will have at least one peer support specialist who is trained in addressing substance use and mental health needs. All teams will be trained in resource identification, including substance use programs, sober living houses, and detox programs. The teams have immediate access to all Hope Center recovery programs, including non-medical detox, residential recovery, intensive outpatient and short-term recovery programs.

The outreach teams also will work with mental health providers in the community, to make referrals and provide transportation to appointments. Teams will be able to coordinate referrals to Eastern State Hospital or other emergency services either through the 202-A process or through emergency detention through the Lexington Police Department. The Street Outreach project will include a licensed mental health professional who will visit encampments, complete assessments in the field and make appropriate referrals. This individual will also be able to complete involuntary hospitalization petitions (202-A), assessments for level of care, Tim's Law or Casey's Law petitions or referrals for guardianship or adult protective services.

The outreach teams will provide housing-focused case management, including assistance

with housing applications through the Lexington Housing Authority, applications for apartment complexes, assistance with completing housing documents and obtaining documentation needed for application for housing, including social security cards, award letters, state identification or other needed documents. It will ensure that all necessary information is received and attempt to ensure that individuals make appointments and are compliant with the referral process. This will also include attending coordinated entry meetings, communicating with OHPI and other housing providers regarding referrals and providing for the specific needs of clients as related to housing. After housing vouchers are secured, the teams will assist with housing search, and after housing is obtained, will work to ensure that clients are able to move into to the unit, assist with finding furniture or any other resources needed to be successful in the housing process. The teams will continue to provide wrap around services for up to 30 days to ensure a successful transition and attempt to connect with ongoing case management services whenever possible.

The teams will work with Code Enforcement, Police and other entities on encampment removals or relocations in accordance with the standard operating procedures regarding encampments, including making appropriate contact, posting notices and assistance with development and implementation of housing plans.

Include a list of members and job duties/responsibilities for any proposed outreach teams.

Street Outreach Teams Coordinator/Teams Lead – day-to-day implementation

Street Outreach Peer Support Specialist – provision of peer support

Street Outreach Housing Navigator – assistance with identifying and obtaining housing

Street Outreach Case Worker/SOAR – case management and access to benefits

Senior Director of Programs – overall administrative and supervisory responsibility for program

Mental Health Clinician – mental health assessments

HMIS Data Entry – continuous data collection/entry

Include the procedure and protocol to transport, inventory, store, and...The teams will help those requesting this service to amass a small number of personal items such as identification, papers, photographs, etc., that will fit into one or two 9” by 12” self-sealing envelopes. Items will be photographed prior to sealing, and each person will sign a release agreeing to the inventory, and to the transportation and storage of the items. Items will be returned upon request, with appropriate identification by an outreach team member or other ID, and a signed receipt of return of belongings. Envelopes will be stored in a locker at Hope Center, and can be picked up there or delivered to the individual upon request.

Describe in detail how the progressive street outreach teams...The project will provide assertive street outreach, delivering services, to the extent possible in the field. Outreach teams will be mobile and able to provide housing assessments, help complete documents, including housing applications, applications for benefits, etc. It will be housing-focused with the immediate goal of getting people off the streets or into a safe environment and immediately addressing housing needs. The teams will utilize a person-centered approach and include clients in planning and decision-making in each step of the process. Motivational interviewing will be used to identify and address issues. The teams will strive to develop relationships and work with people wherever they are in the process, with the intent on moving them closer to housing when they are ready. It will not force or attempt to coerce the individuals into accepting services and will be direct and forthcoming about the potential drawbacks and obstacles, as eviction histories, lack of work history, bad credit and other issues that often housing more difficult to obtain, ensuring that clients understand that the teams will work with them to overcome these difficulties. The teams will include at least one certified peer support specialist trained to work

with individuals to provide services through the lens of someone with lived experience.

Describe the plan to ensure equitable access to services and service delivery... Hope Center's outreach teams will attempt to engage and provide services to all individuals who are unsheltered and experiencing homelessness regardless of gender, race, ethnicity, sexual orientation, or other factors. We do understand that minority populations are often over-represented and underserved in the homeless system. To combat this, the teams will focus attention on areas where these populations are most likely to be found. The teams will also attempt to prioritize minority populations as outlined in the housing checklist and VI-SPDAT scoring system outlined and approved by LexEndHomelessness and OHPI. This scoring system gives priority minority populations, including black, Hispanic, transgender, and other at-risk populations. In addition, Hope Center will make every effort to be diverse in hiring practices and will work with other agencies that address issues specific to these populations.

Safety is especially important and applicants should describe... To ensure safety, outreach staff will operate in teams of at least two individuals when visiting encampments or meeting with clients, except for times when meetings occur in office settings. They will be trained in safety, and be provided with boots, gloves, and other safety supplies. Staff will also be trained in crisis intervention, and First Aid/CPR, and will receive training specific to working with unsheltered populations. When interacting with unsheltered individuals, the teams will announce their presence and request to speak with the individuals. Any who are not interested will be provided with contact information and the teams will attempt later contact; and if the teams feels that the situation is unsafe, they will attempt contact at another time. If necessary, other staff, police, or other appropriate personnel may be requested to assist.

The teams will provide or arrange transportation for unsheltered people to shelter, to keep

appointments, or other needs. When possible, transportation will be done with two staff members. If anyone is unsafe for transport due to intoxication, mental health emergency, medical crisis or any other reason, staff will not transport and will instead request assistance from other teams' members, police, paramedics, etc. It will call 911 in case of type of emergencies. The teams will practice harm reduction methods, including training in Narcan administration and will carry Narcan and, if needed, will administer it and immediately call 911.

o Veterans: If someone identifies as a veteran, the teams will contact the VA's homeless program staff to assist with engagement and resources. Outreach staff can also refer to VA Grant Per Diem programs, which can verify eligibility for services. Veterans will be entered in the VA by-name list. Outreach teams will be trained on homeless veteran issues, and strategies for recognizing these issues, including trauma-informed care training.

o Youth Ages 18-24: The teams will work to identify youth and engage them in services. The teams will work with youth to assess needs and make referrals, and will add clients to coordinated entry and attempt to assist with housing. If appropriate, the teams will provide intensive case management to quickly move youth to appropriate permanent housing resources.

o Families with Children: Outreach staff will work with families with children to identify any service needs and move families quickly from the streets and into housing. It will assist with referrals to agencies sheltering families, and will consult with OHPI on any other appropriate resource based on needs. The intention will be to keep the family intact whenever possible.

o Victims of Intimate Partner Violence: Outreach teams will assess domestic violence risk for everyone in street outreach. For those fleeing domestic violence or in unsafe situations, it will make appropriate referrals to domestic violence resources. It will also make appropriate referrals to Adult or Child Protective Services based on the required duties to report. Safety of the

individual and team members will be a priority.

o Victims of Human Trafficking/Sex Trafficking: If someone reports or is suspected to be a victim of human or sex trafficking, outreach staff will make immediate efforts to ensure safety by assisting with moving to a safe location, and will make appropriate referrals to police. The teams will also engage local resources specializing in helping those impacted by human trafficking.

o People with Severe Mental Illness: Our teams will be trained in working with and identifying individuals with mental illness, particularly those with Serious Mental Illness. Teams will have access to a licensed mental health professional who will be available to go into the field to attempt to address immediate mental health needs and make appropriate mental health assessments to facilitate referrals for housing and for treatment. This will facilitate the provision of SMI verification for those meeting criteria to receive housing priority. For emergency mental health situations, the teams, including the licensed mental health professional, will be able to provide assessment to determine the need for hospitalization and, if necessary, complete paperwork for involuntary hospitalization under KRS202A, or will work with the police to pursue emergency detention in cases where the 202A filing is not the best option.

o People with Addiction/Substance Use Challenges: The teams will use motivational interviewing skills to attempt to engage unsheltered individuals in substance use treatment, including medication assisted treatment, using community resources and treatment programs and will make referrals and provide transportation. The teams will have access to at least one peer support specialist team member who specializes in working with substance use challenges.

o People with HIV/AIDS: Hope Center Outreach teams will work to support individuals experiencing HIV/AIDS and will assist with connecting to appropriate resources. The teams will also assist in making referrals to HIV/AIDS-specific housing resources, providing case

management and assistance with obtaining necessary resources.

4.2 Services and Outcomes

What services will the project provide that aren't currently available? The Hope Center Street Outreach project will offer comprehensive services to the unsheltered population, including initial contacts, ongoing intensive case management, housing navigation, and referrals for benefits. The program will include licensed mental health staff who are available to meet with clients in the field, either at encampments or the location of their choosing and the teams will be able to make referrals for mental health, medical and substance use training. In addition, the teams will be trained in First Aid/CPR and will be able to administer Narcan. All of these services are currently available but are scattered across various agencies and outreach teams. This project will offer all these services through one project. Outreach services will be offered across two shifts and on weekends. Lexington's current outreach teams operate generally on first shift, with some exceptions in cases of extreme weather.

How will the project provide access to these services in a way that is more... The services provided by the Hope Center outreach teams will be more comprehensive than current available services. The teams will operate on two shifts and have weekend hours and will provide a wide range of services, including initial engagement, ongoing intensive case management, housing navigation support and referrals for mental health, medical care and substance use services. The teams will be able to make immediate referrals for mental health assessments as a licensed mental health program will work directly with the teams. In addition, they will have access to the range of other Hope Center resources.

How will transportation be available to someone identified on the street who... Transportation will be provided or arranged as needed to ensure that clients are able to seek

appropriate shelter or pursue housing, attend appointments or other needs. This will include transport by the outreach teams, arrangement of Lyft rides, or transport through insurance providers (for medical appointments).

What services/access to services will the project provide for people...Hope Center operates a variety of substance use programs, including residential, outpatient, and MAT, that will be available to unsheltered individuals. Individuals seeking to participate in these programs will be able to reside at either the emergency shelter (men) or a gender-specific recovery program. They will also have access to a short-term, non-medical detoxification program.

Additionally, the teams will make referrals to other appropriate substance use programs based on individual needs and preferences. As part of the person-centered approach, it is important that these individuals pursue options for which they feel comfortable. Hope Center will also provide referrals and transportation to the Needle Exchange Program, arrange for Narcan training or other necessary harm reduction measures related to substance use.

Outreach staff will also work closely with a project licensed mental health staff member to assess mental health needs and make appropriate referrals to community resources, based on the interest of the individual. The teams will assist with making appointments and arranging transportation. They will also assist with arranging transportation to pharmacies or arrange to pick up medications as needed.

How will the project facilitate access to the Housing Triage System and...The outreach teams will work with OHPI, Lexington Housing Authority and other housing providers in the Continuum of Care to ensure clients are included in the coordinated entry process. The teams will conduct VI-SPDATs and will enter this information in HMIS. The teams will also assist clients with obtaining housing documentation, including social security cards, state ID,

birth certificates, award letters or income verification and other needed documents and will upload these in HMIS and, if necessary, retain a copy for records. It will also work with individual housing providers to ensure the necessary documentation is provided, including verification of chronic homelessness, disability or SMI verification as needed.

How will the project approach data collection and entry to ensure ... The Outreach Teams will collect HMIS and enter data into the Street Outreach and Lexington COC projects in HMIS. It will collect all required HUD universal data and will document service entries as interim updates. The teams will collect as much of the data as possible at the initial contact with the understanding that there are times this is not possible due to client resistance. By the second contact, the teams will attempt to complete the basic HMIS data as well as the HMIS release of information. The Project Start Date will be entered at the time clients agree to work with the outreach teams. Clients will be exited when they leave the project due to housing, incarceration, or other reasons, or when no contact has been made in 90 days. All HMIS data regarding Street Outreach will be reviewed by Senior Director of Program with the Outreach Staff on at least a monthly basis. The review will include outcomes for the program, including housing, referrals to shelter, etc., and will include a review of the accuracy and timeliness of the data.

Applicants should complete a table providing target numbers and percentages...

Performance Measure	Target (Monthly)	Outcome (Monthly)
Number of contacts (unduplicated)	60	60
Number of coordinated entry referrals	75%	45
% with new or increased income (stayers and leavers)	25%	15
% with new or increased non-cash benefits (stayers and leavers)	25%	15
Assistance with entering shelter	25%	15
Enrolled in Intensive Case Management (ICM) (max. case load per team member will be 20)	25%	15
Placed in permanent housing (of those agreeing ICM services, with each receiving 30 days of ICM post-housing)	50%	8

4.3 Sustainability

Applicants should provide a detailed sustainability plan for how they will...Hope Center will pursue appropriate Federal grants, including SAMHSA Grants to Benefit Homeless Individuals and other SAMHSA grants that may be amenable to requests for street outreach; and PATH funds for street outreach. Private funding sources will include Baptist Health Foundation, Keeneland, PNC Bank, CHI St. Joseph Health, and others as applicable.

4.4 Organizational Capacity and Experience

Describe the organization's experience with people experiencing...Hope Center has experience with both unsheltered and sheltered people experiencing homelessness. It has served unsheltered people for many years through its HopeMobile, and through several street outreach initiatives funded by LFUCG. It has provided emergency shelter for men for over 25 years.

David Shadd, Senior Director of Programs at Hope Center, will act as the Project Director and provide administrative and clinical supervision. The Street Outreach Teams Lead will be Dustin Louthen, a Peer Support Specialist. Resumes for these two positions are attached. Other staff will include: Street Outreach Peer Support Specialist/Case Worker—Jason Dezarn, Peer Support Specialist; Street Outreach Case Worker/SOAR Specialist—TBD, Street Outreach Housing Specialist---TBD, and a Street Outreach Mental Health Clinician—TBD.

If the organization provides any current level of street outreach then describe...The current Hope Center outreach team works from the streets to help unsheltered people wherever they may be found, providing engagement and basic human needs. It accepts referrals from a variety of sources, including LFUCG, citizen reports, and visiting known encampments. It visits encampments daily to address client needs and serve as a first point of contact for many unsheltered individuals in Lexington. From there, the team makes referrals for housing, medical

and/or mental health needs and other resources. It assists with follow-ups with encampments, particularly when they are being cleared or relocated, and assists with the development and implementation of housing plans. This project would greatly expand street outreach staff and hours, and provide for a mental health staff person to conduct field assessments, vastly expanding and improving upon existing efforts.

Identify the project director...Identify where the project will be housed... David Shadd, Senior Director of Programs will be the project director. Please see attached resume. The project will be housed under Shelter and Outreach Services under the Senior Director of Programs. The project will be physically housed at the Hope Center Emergency Shelter.

Describe the project management plan and provide a timeline for implementation. Hope Center currently operates a Street Outreach teams and those team members will continue working with this project. Hiring for the other positions will begin immediately upon award notification and the positions will be hired and trained within 60 days, with as much of that time as possible being training in the field. Within 90 days the teams will be fully operational and will be ready to implement the proposed schedule of two shifts and weekend coverage. Until the hiring and training is complete, the current outreach teams will work with their supervisor and the OHPI staff to plan for appropriate coverage to address the community needs.

Provide a description of the applicant's experience with grants management and... HC is experienced in the successful implementation of grant-funded programs, with awards from funding sources including SAMHSA, HUD, VA, KY Cabinet for Health and Family Services, LFUCG, and many more. It uses software with separate accounts for each funding source, and undergoes an annual independent audit.

Briefly describe the organization's history, service delivery model and philosophy...

Hope Center, Inc. is a nonprofit organization providing services in Fayette County since 1996, when it began offering emergency shelter for homeless men. Its service delivery model includes both professional and peer service providers, many with lived experience. Its philosophy is to provide life-sustaining and life-rebuilding services that address the underlying causes of homelessness such as substance abuse, mental illness, life management skills, and issues related to employability. It is governed by a volunteer board of directors.

Describe the organization's current participation in KYHMIS and its plan ...Hope

Center currently participates in HMIS, including the Hope Center Emergency Shelter, Street Outreach, Men's and Women's Recovery Programs and PATH. The proposed project will participate in HMIS, including entering HUD Universal Data Elements, completing Release of Information for HMIS, and entering contacts, including initial contacts and interim contacts. The project will enter the Project Start Date when clients agree to begin working with the outreach teams and will enter each contact in HMIS to document homelessness, including the location of the encampment or contact. The teams will update information as it becomes available, including changes in income, employment, disability or other new information. The teams will also exit clients as they move out of the outreach project either to housing or other locations such as jail or hospitals. Inactive clients will be removed from the project after 90 days if there is no contact with the outreach teams. HMIS documentation and records will be reviewed on at least a monthly basis by the Senior Director of Programs at Hope Center, who also serves as the agency lead for HMIS.

DAVID ALLEN SHADD, II
4165 Forsythe Drive
Lexington, KY 40514
(859) 229-8543
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Hope Center, Inc (August 2011-present)

Senior Director of Programs (February 2023-present)

- Provide program oversight to all Hope Center Men's Programs, including Men's Recovery Program, and Social Services/Shelter programming.
- Manage and Maintain contracts with Department of Corrections, Veterans Affairs, HUD, Drug Court and LFUGC per guidelines of each agreement
- Oversight and supervision of all activities, services, and personnel of all direct service programs at the Hope Center's Loudon Avenue locations, Hillrise Apartments, the Hope Mobile and Street Outreach teams.
- Develop and/or revise, in collaboration with the Operations Committee, policies necessary for the effective and efficient delivery of program services.
- Supervise program coordinators and complete annual performance evaluations
- Recruit, interview, and recommend the hiring of replacement program personnel in collaboration with program coordinators
- Serve as Project Director for SAMHSA grants, including Offender Re-Entry and Medication Assisted Treatment grants. Complete monthly grantee calls and submit all necessary reports to adhere to terms of the grant

Director of Programs (August 2011-February 2023)

- Provide program oversight to all Hope Center Men's Programs, including Men's Recovery Program, Mental Health Program and Shelter Services
- Manage and maintain contracts with the Department of Corrections, Veterans' Affairs, HUD, and LFUGC per guidelines of each agreement
- Oversight and supervision of all activities, services, and personnel of all direct service programs at the Hope Center's Loudon Avenue locations, Hillrise Apartments, the Hope Mobile and Street Outreach teams.
- Develop and/or revise, in collaboration with the Management Team, policies necessary for the effective and efficient delivery of program services.
- Supervise all program coordinators and complete annual performance evaluations
- Recruit, interview, and recommend the hiring of replacement program personnel in collaboration with program coordinators.
- Plan, develop and implement new programs, including a Housing First and Street Outreach program to serve homeless individuals living in the community.

Eastern Kentucky University (January 2014-present)

- Part-Time Instructor for Psychology Department
- Develop and present lectures for course
- Provide guidance to students enrolled in courses

- Complete assigned trainings and attend meetings as required by department
- Utilize blackboard and textbook associated software as required by the department

Bluegrass Community and Technical College (August 2007-December 2013)

- Instructor for Introductory Psychology and Developmental Psychology courses
- Develop and present lectures for course
- Provide guidance to students enrolled in courses
- Complete assigned trainings and attend meetings as required by department
- Utilize blackboard and textbook associated software as required by the department

Bluegrass Regional Mental Health/Mental Retardation Board, Inc (now New Vista) (May 2002-August 2011)

Director at Central Triage Center at Eastern State Hospital (September 2009-August 2011)

- Provide administrative oversight for psychiatric hospital admissions and referrals
- Coordinate services with Community Mental Health Agencies and other mental health agencies to provide services
- Perform evaluations for potential admission to the hospital in accordance with KRS 202A
- Provide oversight to the 24 hour crisis line operated
- Provide oversight to the Crisis Stabilization Unit, including supervising staff and overseeing clinical services
- Developing policy and procedures for Central Triage Center, which opened in January 2010 and combined the admission office for Eastern State Hospital with the outpatient 202A evaluation processes.
- Review documentations completed by Qualified Mental Health Professionals to ensure quality of evaluations
- Meet with local judges, law enforcement and other government officials to review new procedures and to address issues and concerns related to process
- Coordinate with other hospital personnel to ensure continuity of care

Mental Health Director at Fayette County Detention Center (June 2006-March 2010)

- Coordinate mental health services for clients in a correctional setting
- Develop and implement screening tools for assessing suicide risk and need for mental health services
- Conduct court-ordered Mental Status Examinations
- Complete psychological testing and evaluations
- Complete substance abuse screenings and referrals for the Fayette County Courts
- Interview and hire mental health staff
- Provide administrative and clinical supervision to staff
- Develop and implement mental health and suicide awareness training for correctional staff
- Coordinate with outside agencies to improve follow up care and to reduce recidivism
- Analyze budget information and manage the programs finances

Mental Health Specialist/Assistant Director at Fayette Co Detention Center (Dec 03-June 06)

- Assist program director with hiring and supervision of clinical staff.
- Complete intake assessments to determine suicide risk, mental illness, and need for psychiatric referrals.
- Conduct court-ordered Mental Status Examinations
- Review recommendations of clinical staff and determine appropriate interventions for clients.
- Advise correctional staff and court system on interventions for difficult and dangerous clients.
- Collect and analyze data, design and present reports to track cost, budget compliance, etc.
- Train correctional officers on mental health issues and interventions
- Collaborate with staff psychiatrists for consultations and treatment plans.
- Consult with medical, custodial, and inmate service groups to coordinate appropriate mental health services for inmate.
- Review medical records and determine need for medications and psychiatric referrals.
- Coordinate outpatient services for treatment and housing for chronically mentally ill inmates prior to release.
- Work with community mental health and government agencies to coordinate services.

Mental Health Associate at Bluegrass Personal Care Home (May 2002-Dec 2003)

- Serve as Unit leader (duties include assigning tasks to on-duty staff, ensure safety and security of staff and patients, ensure all policies and procedures followed, and communicate concerns with supervisor and on-coming shift.)
- Serve as member of a treatment team (evaluate progress of patients, determine safety/security risks for patients, create/revise psychosocial histories and treatment plans, consult with staff psychiatrist, serve as primary clinician/therapist for assigned residents)
- Oversee daily activities of resident (evaluate progress/problems of all residents, update chart according to treatment needs, assist/supervise patients with the completion of daily tasks.)

EDUCATION

Eastern Kentucky University (May 2004) - Master of Science-Clinical Psychology

University of Kentucky (May 2002) - Bachelor of Arts-Psychology

Maysville Community College (December 2001) - Associate of Arts

Harrison County High School (1995)

PROFESSIONAL CERTIFICATIONS

Licensed Psychological Practitioner (2014-present)

Licensed Psychological Associate (2005-2014)

Kentucky Board of Examiners of Psychology

Dustin Louthen

Outreach Coordinator

My career goals included working in the human services field assisting folks with support and resources to meet their needs for a positive successful life.

Experience

2020 - Current

Outreach Coordinator *The Hope Center*

Partner with the Office of Homeless Prevention and Intervention and LFUCG to assist the needs of individuals in the community who are living on the streets. Aid those on the streets, and, ultimately, housing.

2019– 2020

Peer Support Specialist: Outreach New Vista

Work with New Vista clinical team in the field to get services to those experiencing homelessness in Fayette County.

2019 – 2019

Peer Mentor *The Hope Center*

Work with and support shelter services operations and donations. Assist the recovery program when asked and supervise those still in the program when needed.

Education

2021 – present

BS Social Work

KCTC/EKU

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

360 W. Loudon Ave
Lexington, KY 40508
859-556-1870
dlouthen@hopectr.org

LFUCG Street Outreach Services Budget

Personnel

Position	FTE Effort	Annual Salary	Year 1 Cost	Year 2 Cost	Year 3 Cost
Senior Director of Programs	10%	112,400	11,240	11,240	11,240
Street Outreach Team Coordinator/Team Lead	100%	38,000	38,000	39,140	39,140
Street Outreach Peer Support Specialist	100%	37,000	37,000	38,110	38,110
Street Outreach Housing Navigator	100%	31,800	31,800	32,754	32,754
Street Outreach Case Worker/SOAR	100%	31,800	31,800	32,754	32,754
Mental Health Clinician	50%	46,000	23,000	23,690	23,690
HMIS Data Entry	25%	38,630	9,658	9,947	9,947
Chief Financial Officer	10%	115,000	11,500	11,500	11,500
Senior/AR Accountant	5%	62,820	3,141	3,141	3,141
Project/AP Accountant	5%	44,350	2,218	2,248	2,248
Total Staff Personnel Expense			199,356	204,524	204,524

Fringe

Includes Health Ins, Dental Ins, Disability Ins, Life Ins, FICA, 401k

33.5% is calculated on the subtotal for Total Staff Personnel Expense above

Staff Fringe Benefits/Taxes (33.5%)	Total Fringe Benefits Expense	66,784	68,516	68,516
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Equipment

Purchase of Computers, Tablets and Smart Phones - one time expense

	6,900	0	0
Total Travel Expense	6,900	0	0

Travel

Purchase of Gasoline for Street Outreach Vehicle(s)

	1,800	1,800	1,800
Total Travel Expense	1,800	1,800	1,800

Contractual

0	0	0
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Operating Expenses

Offices Allocation (5 staff offices)

HMIS fees

Program Supplies

Smart Phone Service

Total Operating Expenses

21,000	21,000	21,000
500	500	500
1,260	1,260	1,260
2,400	2,400	2,400
25,160	25,160	25,160

Indirect Costs

0	0	0
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Total Expenses

300,000	300,000	300,000
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Budget Narrative

Personnel

David Shadd, the Senior Director of Programs, will act as the administrative and supervisory lead for the project at 10% FTE. Dustin Louthen will serve as the Street Outreach Team Coordinator/Team Lead at 100% FTE. Jason Dezarn, Street Outreach Peer Support Specialist, will contribute lived experience expertise as a team member, at 100% FTE. A Street Outreach Housing Navigator and a Street Outreach Case Worker/SOAR Specialist - both to be determined - will each devote 100% FTE as team members; and a Street Outreach Mental Health Clinician, to be determined, will devote .50 FTE. Existing Hope Center Staff will assist with HMIS data entry. A small percentage of administrative staff time to cover required administrative activities for the project is included for the Chief Financial Officer and accounting staff. Personnel costs increase slightly in the second year to account for one-time costs in year 1; and year three is the same as year 2.

Fringe Benefits

Hope Center's fringe benefit rate is 33.5%, and is calculated based on the FTE devoted to the project.

Equipment

Hope Center, will purchase 3 cellular-enabled tablets @ \$300 (\$900 total) (one for each of the 2 teams and one for the Mental Health Clinical) for activities in the field including conducting Housing Triage assessments, HMIS intake, resource navigation, etc. in the field. The project will purchase 3 cell phones for new staff, at \$800 each, for a total of \$2,400, and 3 computers, at \$1,200 each for a total of \$3,600. These are all one-time expenses versus ongoing expenses.

Travel

For this project, Hope Center will use agency-owned vehicle and will pay for gas, rather than mileage. \$150 per month is requested for two teams for local travel to encampments, etc., and local client transportation to appointments and other client needs.

Contractual

No expenses are associated or requested for contractual expenses.

Operating Expenses

Operating expenses of \$25,160 are requested for office space for 5 project Street Outreach staff members, annual HMIS fee, program supplies such as contact sheets, info sheets, etc. (\$105/month), and service plans for 3 smart phones and cell-enabled tablets.

Indirect Costs

No funds for indirect costs are requested.

Other Attachments

- Amendment 1 – Certification of Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act
- Affirmative Action Plan
 - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunities and DBE Contract Participation
 - Hope Center Affirmative Action Plan
- Information Sheet
- Workforce Analysis Form
- Affidavit
- Equal Opportunity Agreement
- General Provisions
- Audit (uploaded separately)

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment. notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States. in

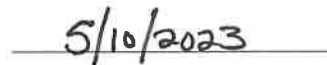
conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

A handwritten signature in black ink, appearing to be "J. H. [unclear]", written over a horizontal line.

Signature

A handwritten date "5/10/2023" in black ink, written over a horizontal line.

Date

**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

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 defined 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@orvwbc.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@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

Company

Company Representative

Date

Title



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

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

**HOPE Center
Personnel Policies**

Effective Date: 4/1/96
Revised Date:

Section 1.2
Page 1 of 2

GENERAL PROVISIONS

Equal Employment Opportunity

- 1.2 (1) The HOPE Center will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.
- 1.2 (2) This policy applies to all areas of employment, including recruitment, hiring training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.
- 1.2 (3) It is the policy of the HOPE Center to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA). The HOPE Center will not discriminate against any qualified employee or job applicant with respect to all terms, privileges, or conditions of employment because of a person's physical or mental disability. Reasonable accommodations will be made when necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.
- 1.2 (4) Equal employment opportunity notices will be posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.
- 1.2 (5) The Executive Director is primarily responsible for compliance in equal opportunity matters. All employees are required to support and assist in the commitment of the HOPE Center to equal employment opportunity for all.

**Hope Center
Personnel Policies**

**Effective Date: 4/1/96
Revised Date: 7/22/99**

**Section 1:2
Page 2 of 2**

GENERAL PROVISIONS

**Equal Employment Opportunity
Continued**

- 1.2(6) Any employee, including managers, involved in discriminatory practices will be subject to disciplinary action up to and including termination.

Firm Submitting Proposal: Hope Center, Inc.

Complete Address: P.O. Box 6 Lexington 40588
Street City Zip

Contact Name: Jeff Crook Title: Chief Operating Officer

Telephone Number: 859/619-4821 Fax Number: 859/721-0147

Email address: jcrook@hopectr.org

WORKFORCE ANALYSIS FORM

Name of Organization: Hope Center Inc.

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	8	1	6				1									1	7
Professionals	6		5			1										1	5
Superintendents																	
Supervisors	12	4	4			2	2									6	6
Foremen																	
Technicians																	
Protective																	
Para-professionals	49	22	13			9	5									31	18
Office/Clerical																	
Skilled Craft	11	5	1			3	1			1						9	2
Service/Maintena	5	5														5	
Total:	91	37	29			15	9			1						53	38

Prepared by: Jeff Crook, COO Date: 05 / 10 / 23

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

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

1. His/her name is Jeff Crook and he/she is the individual submitting the proposal or is the authorized representative of Hope Center, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jennifer Hertweck on this the 10th day
of May, 2023.

My Commission expires: January 14, 2026

Jennifer Hertweck
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.



Signature

Hope Center, Inc.

Name of Business

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature 

Date 5/10/2023