

Cover Sheet – Transition in Place Housing Program

1. Organization or Lead Applicant Name and Authorized Representative:

Mountain Comprehensive Care Center, Inc.
Promod Bishnoi, President/Chief Executive Officer

2. Organization or Lead Applicant Address, Phone Number and Email:

Administrative Office:

Mountain Comprehensive Care Center, Inc.
104 South Front Avenue
Prestonsburg, KY 41653-1614
Phone: (606) 886-8572
Email: Promod.Bishnoi@mtcomp.org

Lexington Office/Site of Services:

1060 Goodwin Drive
Lexington, KY 40505-3824
Phone: (606) 447-8217

3. Title of Proposed Project:

Mountain Housing Transition in Place Program

4. Brief Summary of Proposed Project:

MCCC proposes to master lease 15 scattered site pet friendly units and provide trauma-informed and evidence-based intensive case management to move a minimum 75 unsheltered households to permanent housing. This program will create a new level of service in Lexington as the targeted population will have unique barriers that prevent them from entering emergency shelters, thereby causing continued unsheltered homelessness. The majority of the targeted population will have pets that are not allowed in shelter. This program will recognize those pets as members of the family unit and will provide units that are pet friendly. Program participants will be provided high intensity supports intended to stabilize the household in 3-6 months, at which time the participant will transition the lease into their name and maintain the housing on their own. It is anticipated that participants in this program will be of low acuity and will have income or the ability to quickly establish income. Case Managers will provide supports for housing stability including access to benefits, documentation for housing subsidies, access to employment services, and other wraparound services to maintain housing stability.

As provided by 2 FTE dedicated staff, key services include but are not limited to: data entry into KYHMIS; development of Housing Stability Plan outlining desired goals related to housing stability; assisting with benefits enrollment through SOAR-trained staff; providing housing stability skills and financial literacy; and mitigation of any barriers to housing stability, as well as coordination of wrap around services ensuring clients have supports needed for self-sufficiency.

Project Narrative

Section 1 - Qualifications of the Firm and Key Personnel: MCCC is a CARF accredited 501c3 non-profit agency serving over 38,500 persons annually through 1184 staff, and a \$85.6 million budget, of which over \$25 million is derived from federal, state and local grants/contracts. MCCC is a Community Mental Health Center which provides a variety of services through its over 50 clinics statewide including psychiatry, licensed therapy, counseling, case management, community support, peer support, substance use disorder treatment (outpatient and residential), victim services, school-based services, housing and homeless services, primary healthcare and pharmacy. MCCC's experience in areas of homelessness and housing, including offering case management/housing navigation, can be seen through multiple agency programs. First, MCCC serves persons experiencing homelessness through its Community Mental Health Centers which provide a wide array of behavioral health treatment, case management, wraparound supports, and housing assistance for persons who experience mental health and substance use disorders, and developmental and intellectual disabilities as well as operates 9 Healthcare for the Homeless clinics throughout eastern and central KY. Likewise, MCCC serves homeless veterans through its Homeless Veterans Reintegration Program (HVRP) providing employment and comprehensive support services to assist homeless veterans in finding meaningful employment, and through its Veterans Transitional Housing Center offering housing/supportive services for 24 months while clients are preparing to transition to permanent housing. Through its ESG Covid Adult Street Outreach, MCCC provides supportive services to move homeless persons out of unsheltered homelessness through diversion, referral to emergency shelter and referral to permanent housing resources. MCCC also serves homeless

children, youth, adults, and families through its school-based programs, RHY Street Outreach, RHY Basic Center, RHY Transitional Living Program, and victim services.

In terms of housing, MCCC serves as the lead agency for the Big Sandy Coordinated Entry System with agency housing including a 8 bed VA GPD, 30 one-bedroom units and 4 two-bedroom units (Housing First, no barrier) and housing assistance funds of: \$220,000 in TBRA; \$65,000 in ESG; \$118,962 in CoC PSH Vouchers; \$47,325 in PSH operating grants; \$550,000 in Office of Violence Against Women Transitional Housing; \$52,500 in ESG Covid Prevention vouchers; \$359,150 in ESG Covid Rapid Rehousing vouchers, and \$700,000 in Emergency Rental Assistance 2.0. MCCC currently operates in Lexington with \$955,853 in CoC Permanent Supportive Housing, CoC Rapid Rehousing, ESG Rapid Rehousing, and Permanent Housing Intensive Case Management grants, and has completed a \$150,000 Housing First program for high utilizers of city services (see detail in Section 3 herein). All of these homeless and housing programs began as new projects developed and implemented by MCCC with administrative, fiscal, and programmatic policies, procedures, and best practices now established which enables the agency to seamlessly begin new programs.

MCCC believes the greatest successes are achieved when the needs of the whole person are proactively addressed rather than reactively focusing on single, acute needs; therefore, case management and access to benefits and other supportive services are part of all programs.

Key agency personnel include Jacqueline Long Director of Housing and Grants. Ms. Long holds a Bachelor of Arts degree in Paralegal Science and implements and directly supervises the agency's housing and homeless programs, including CoC PSH, CoC RRH, ESG RRH, ESG Prevention, ESG Covid Prevention, ESG Covid RRH, ESG Covid Street Outreach, TBRA, ERA 2.0, OVW Transitional Housing, Lex Permanent Housing Intensive Case

Management, and HVRP. She has served in this capacity at MCCC for 9 years and previously developed housing projects and programs for MCCC and others in a consulting role for 6 years. She also serves as the housing developer for MCCC, having successfully planned, secured funding, and project managed ten construction projects. She also provides oversight and compliance for the agency's grant portfolio of over \$25 million. Additionally, she provides supervision for the management of 34 units of agency-owned permanent supportive housing. She is a certified HUD Community Development Block Grant Administrator and has successfully administered \$1.5 million in HUD CDBG funds. She is a member of the BoS CoC Advisory Board, and serves as Secretary for the Kentucky Interagency Council on Homelessness (KICH) Steering Committee and actively participates in committees of the Lexington CoC. MCCC will leverage 0.05 FTE for the Director of Housing and Grants (Long) to provide project implementation, start up, budget supervision, timelines, goals, objectives and outcomes as well as SOAR-training (completed SOAR Leadership Academy as Trainer), attend OHPI meetings and assist the Team Leader with program oversight.

Assistant Director of Housing and Grants, Trina Patty, will serve as the Team Leader for this project at a 0.25 FTE effort offered as leverage to the proposal. As Team Leader, she will be responsible for supervision of the Case Managers, including the hiring process and project implementation, and will provide oversight of the daily operation of the program to ensure that timelines, goals, objectives and outcomes are being met. She along with the Director of Housing and Grants will be directly responsible for implementation of this program. Ms. Patty holds a Master's degree in Human Services. She has been with MCCC for 1.5 years and has served in the capacity of Case Manager for the Permanent Housing Intensive Case Management program where she worked with residents of the Catholic Action Center shelter to provide the supportive

services necessary to move them from shelter to permanent housing. She was promoted to the role of Clinic Coordinator at the MCCC Goodwin office, where she continued to ensure that residents of the CAC shelter had behavioral health and other supportive services necessary for obtaining and maintaining housing. In both of these roles, she worked with the VI-SPDAT assessment, Coordinated Entry and the KY Homeless Management Information System, and provided direct services to homeless individuals. As of May 2nd, she will be assuming the role of Assistant Director of Housing and Grants where she will continue her work with housing vulnerable populations. Previously, she served as the Homeless Veteran Program Director at the KY Department of Veterans Affairs (KDVA) for 4 years, and prior to that served the KDVA for 4 years as Benefits Representative. She is also one of the original founders of Operation Victory in Jefferson County. Operation Victory is an organization that purchases and renovates homes for homeless veterans.

Rebeckah Hall, Chief Financial Officer (CFO), will provide budget oversight, management of program expenditures and draws from LFUCG, and ensure the program adheres to regulations set out in 2 CFR 200. Ms. Hall holds an MBA and has been with MCCC for more than 20 years, serving the last ten years as CFO. She has extensive grants management expertise having overseen all MCCC local, state and federal homeless and housing grants while ensuring they met all federal guidelines and funder requirements with appropriate documentation.

MCCC will hire two dedicated Case Managers (2.0 FTE) to provide direct services to the program participants. The persons hired for these positions will have at least a Bachelor's Degree in either Social Work or Human Services, with a preference of a Master's degree, and will ideally have at least two years of experience providing services to persons experiencing homelessness. Case Managers will also complete KY Case Management Certification and

training in evidence-based practices such as trauma-informed care, Motivational Interviewing, Housing First, and culturally-competent services. Integration of National CLAS Standards will also promote cultural awareness, equity, and inclusion for persons of all racial, ethnic and linguistic groups, people with disabilities, people of varying gender and sexual orientation or identify to ensure that outreach, services, and supports improve access and are tailored to their individual needs (e.g., use of accommodations, translation, preferred pronouns). Finally, Case Managers will be directly responsible for helping clients achieve their desired outcomes as well as associated documentation.

Section Two - Proposed Method to Accomplish the Work: The goals of the project are to provide scattered-site master leased apartments with robust supportive services to facilitate individual stabilization, increase income and movement of the household to transfer the lease into their own name while also incorporating trained staff and evidence-based practices to ensure racial equity as well as culturally competent services to serve any underserved population and increase access to the housing and services that will prevent and end homelessness in Lexington.

To achieve these goals, MCCC proposes to master lease 15 units at a time of varying size (1 and 2 bedroom units) in a scattered site program to allow persons with unique barriers to housing and shelter, such as pet ownership, to move into permanent housing. Pet ownership often prevents persons experiencing homelessness to move into shelters and other subsidized housing. This program seeks to quickly move homeless persons from an unsheltered situation quickly into permanent housing by treating people and their pets as an inseparable family unit. This program is anticipated to serve 25 households annually and 75 over a three-year period. Where possible, rents will include utilities to increase affordability. While units may not necessarily conform to Fair Market Rents as determined by HUD, they will meet rent

reasonableness standards to ensure they are affordable for the participant. This program will provide 3-6 months of rental assistance (including security deposits, pet deposits, utility deposits and utility assistance) and intensive supportive services so that program participants can stabilize and quickly maintain the housing on their own. It is anticipated that persons who are assisted by this project will have income or will be able to quickly access income so they can complete transition of the lease into their name within 3 to 6 months. Once the lease for a unit is transferred into the participant's name, MCCC will lease another unit to replace it. This will allow referrals to be moved into housing within 7-10 days.

Intensive Case Management will be provided to each participant several times a week based on individual need as identified in their Housing Stability Plan. Case Management services will be provided with a trauma-informed client-centered approach. Evidence-based practices such as Motivational Interviewing will be employed to ensure that participants are quickly prepared for their role to transition to lease holder with the rights and requirements of tenancy. Case Managers will work closely with participants, not only providing referrals for essential services, but also providing follow up to ensure that participants are on track for their lease transition date. For additional support, MCCC will link clients to the agency's local clinics for psychiatric services, licensed therapy, counseling, peer and community support. Additionally, MCCC will provide outpatient and residential substance use disorder (SUD) treatment as needed, and for families with children, MCCC can provide children's counseling as well as a children's Therapeutic Rehabilitation Program. For physical healthcare needs, MCCC will coordinate referrals with HealthFirst, which is co-located with MCCC in its Goodwin Dr. clinic.

To support the transition to holding and maintaining the lease, participants will receive assistance in increasing their income. For persons who receive SSI, Case Managers will assist

individuals with application for the state's Community Integration Supplement. For those who need assistance with employment, Case Managers will not only assist the individual with the job search, but they will also make referrals to the Workforce Innovation and Opportunity Act services provided by the Bluegrass Area Development District/Kentucky Career Center. These services include the Transitions to Transformation Program (T2T) which provides persons with employment barriers assistance with soft skills development, training, job search and job placement. MCCC has made referrals to this program with success for its current housing clients. Additionally, MCCC's HVRP program is available as well as referrals for Supported Employment and Vocational Rehabilitation services. For those with disabilities and do not receive SSI, MCCC's Case Managers will be SOAR-trained so that SSI benefits can be quickly approved. For those who demonstrate a need for payee services, MCCC will make referrals to the Welcome House Payee Program.

Prior to formal intake immediate needs, such as food or access to benefits may be addressed if necessary. At intake, participants will be provided with a tour of the available units and will be provided their options and expectations for this program, as well as with resources for addressing immediate needs. Upon agreement of the participant, all required releases and forms will be executed and HMIS intake will be completed. Move in will be within 7 days of intake, followed by an assessment of housing barriers and creation of a Housing Stability Plan (HSP). The HSP will be client-centered and the client will be given specific goals to meet under the plan each week, with assistance and input from the Case Manager when needed. These goals will address mitigation of housing barriers and increasing housing stability (including addressing any adjunct service need such as behavioral health care treatment, physical healthcare needs, employment supports, transportation assistance). Services will be provided in an intensive

manner with at least two in person in-home meetings each week during the first 30 days, and more if needed. The frequency of meetings after the first 30 days will vary depending on the participants acuity, however, at least every other meeting must be in-home. This will allow the Case Manager to accurately assess the participant's progress in their living environment. Where necessary, bus passes will be provided to participants to access other services necessary for housing stability. When additional vouchers, such as Mainstream Vouchers, are available, Case Managers will assist the client in applying for this ongoing subsidy. Case Managers will also provide training in life skills necessary for housing stability focusing on the participant's assessed needs, but also on common situations that cause tenants to lose their housing, such as conflicts with neighbors, lease violations, housekeeping and excess visitors. Case Managers will employ housing case management methods to stimulate positive change developed by OrgCode, Inc., and where possible, Case Managers will participant in trainings provided by OrgCode, Inc.

As Case Managers guide participants toward maintaining their own lease, they will employ evidence-based strategies for risk management, crisis planning, budgeting, guest policies, exit planning, and understanding and following the requirements of a lease. If the participant has pets, they will be assisted with strategies for pet care including connections to resources for veterinary care and assistance with supplies. These strategies will be employed with a focus on the participant being quickly prepared for maintaining and retaining their housing.

After participants transition the lease into their own name, Case Managers will continue to provide housing stability services on a step-down basis for a period not to exceed 60 days. During that period, they will assist the participant with referrals determined as necessary during exit planning and will provide a warm handoff to new service providers. This period is about

maintaining the participant's stability and level of comfort with new providers rather than providing the intensive services that were originally provided.

Units will be sought for this program that will at a minimum meet Housing Habitability Standards, but with a goal of units that meeting Housing Quality Standards. Units that are not pet friendly will be rejected. Additionally, at least a portion of units will be sought for which background checks are waived to ensure the participant does not have to move when rental assistance ends. Finally, landlords will be required to sign an agreement acknowledging that rental assistance is temporary and will be provided only for 3-6 months (except in situations approved by the CoC) and agreeing to allow the participant to take over the lease at the end of that period.

Determination of when the participant is ready to transition out of the program will be done through the exit planning process and will be determined on a case-by-case basis. Planning will include: 1) how participant will pay rent; 2) how participant will abide by the terms of the lease; 3) what referrals are needed to live with greater independence and maintain housing; 4) a service plan for mitigation of issues that may need continued support; 5) identification of signs that could indicate the participant's housing may be becoming unstable and a plan to address it; 6) confidence by the participant that they can maintain their activities of daily life; 7) identification of a support network and contact information; and 8) a plan for what the participant should do if they receive an eviction notice. This planning will be put into written form at the beginning of the 3rd month of assistance. The client and Case Manager will work together to determine if the plan is at a viable stage for lease transition. If it is not, they will focus services on achieving the exit planning goals and will re-evaluate every two weeks until the participant can transition no later than the 6-month point. If at the beginning of the 5th month of

assistance it becomes apparent the participant will need more time on the program, MCCC leadership will contact the CoC requesting an extension, informing the body of the exact stability points that need to be addressed and presenting a plan for achieving stability along with a timeline for the same.

The timeline reflects the work plan and schedule for the total three-year project period with full operations beginning by the end of month 3. Staff includes: Team Leader (TL); Director of Housing and Grants (DHG); Case Managers (CM); and Chief Financial Officer (CFO).

Months 1-3	Hiring and training of Case Managers; Case Managers will be trained in Housing-Based Case Management principles as well as Housing First. During this period Case Managers will also be trained in KY HMIS, SOAR, Trauma-Informed Care, Motivational Interviewing, cultural competency and CLAS Standards as well as on program Policies and Procedures	DHG, TL
Months 1-12	Participate in CoC/subcommittee and OHPI meetings	DHG, TL
Months 1; 1-12	Set up project cost center; monitor budget	CFO
Month 1	Development of program Policies and Procedures	DHG, TL
Months 1-3	Master leasing of units, both the Director of Housing and Grants and Assistant Director of Housing and Grants will work together to identify suitable units for leasing and will negotiate leases with landlords. Progress on master leasing will be reported to OHPI.	DHG, TL
Month 4	Begin intake of program participants including development of HSPs, service delivery, housing stability planning, and integration of evidence-based practices to ensure access to necessary supports and culturally competent services.	CM
Months 4-12	Develop program sustainability plan	DHG, CFO

Month 7 and ongoing	First participant takes over lease, with others following.	CM
Month 11	Evaluation of program year, required reporting and request for year two funding.	DHG
Month 22	Evaluation of program year, required reporting and request for year three funding.	DHG
Month 34	Final transition of participants into permanent leasing begins	TL, CM
Month 35	Final program evaluation and reporting begins	DHG,

Responsibility for program operation will lie with the Director of Housing and Grants, Jacqueline Long, who has extensive experience in implementing housing programs funded by HUD and OHPI. She will provide program oversight and will monitor progress on timelines and outcomes, provide progress reporting to OHPI and will monitor program activities. Daily project management will be provided by Assistant Director of Housing and Grants, Trina Patty, who is experienced in operating housing programs funded by OHPI and has successfully worked with homeless clients to obtain and maintain housing. She will serve as Project Manager and will provide daily management of the program and train and supervise the Case Managers. Included in Project Management will be weekly meetings with the Case Managers to review and monitor the progress of program participants as well as to monitor for disparate outcomes among any subpopulations (e.g., ensuring racial equity, supporting persons with disabilities, etc.). She will also assist the Director of Housing and Grants with project evaluation and reporting. She will monitor individual client progress and program goals to ensure that $\geq 75\%$ of participants exit into permanent housing; $\geq 55\%$ of participants exit with an increase in total income; occupancy rate is maintained at $\geq 90\%$; and length of time between intake and move-in is < 7 days. Both the

Director of Housing and Grants and Assistant Director of Housing and Grants will work together to ensure that the program is acquiring new units to maintain a steady stock of available units.

Section Three - Staff Availability and Past Performance: As indicated earlier herein, MCCC will offer the time of the Director of Housing and Grants, Jacqueline Long, and Assistant Director of Housing and Grants, Trina Patty, for project oversight and management as leverage to the project. MCCC will hire two Case Managers who will be dedicated full time to providing the services of this project. Behavioral health support is available through MCCC’s two Lexington locations, including psychiatry, licensed therapy, counseling, case management, peer support and/or community support with Case Managers assisting clients with those linkages, as needed.

MCCC has provided the following housing programs over the past two years in the Lexington region:

Project Name	Brief Description	Period of Performance
MCCC Bluegrass PSH	Continuum of Care Permanent Supportive Housing, supports 18 units plus Housing Stability Case Management	10/2019 - Present
Mountain Housing RRH	Continuum of Care Rapid Rehousing, supports 11 units plus Housing Stability Case Management	11/01/2020 - Present
MCCC Covid ESG RRH and Shelter	Supports RRH units for VISPDAT acuity of 4 and 5, plus Housing Stability Case Management, also supports under Shelter component Case Management for persons residing in Catholic Action Center Shelter.	10/01/2020 - Present
Lexington PH Intensive Case Management	Supports Housing Stability Case Management for persons residing in Catholic	11/1/2020-Present *Concludes 6/30/2022

	Action Center Shelter to assist them to move into permanent housing without subsidy.	
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Attachments to the Project Narrative

1. Resume – Team Leader, Trina Patty
2. Resume – Director of Housing & Grants, Jacqueline Long

TRINA R. PATTY
Lawrenceburg, KY 40342
502-604-1982 (C)
trina.pattv@gmail.com

EXPERIENCE

APRIL 2022- PRESENT
ASSISTANT DIRECTOR OF HOUSING AND GRANTS
MOUNTAIN COMPREHENSIVE CARE CENTER

OCTOBER 2021-APRIL 2022
CLINIC COORDINATOR
MOUNTAIN COMPREHENSIVE CARE CENTER
CATHOLIC ACTION CENTER CLINIC
LEXINGTON, KY

October 2020-October 2022
Housing Stability Case Manager
Mountain Comprehensive Care
Lexington, KY

July 2019- September 2020
Human Resource Manager
(Walmart, Lawrenceburg, KY)

January 2015- March 2019
Homeless Veteran Program Director
Kentucky Department of Veterans Affairs (KDVA)
Supervisor: Heather French Henry, 502-564-9203

August 2011-January 2015
Veteran Benefit Field Representative
Kentucky Department of Veterans Affairs
Supervisor: Donna Scrivener, 502-595-4447

EDUCATION

Liberty University
Degree: Master of Arts – Human Services
Graduation Date: December, 2013
GPA: 3.4/4.0

Eastern Kentucky University
Degree: Bachelor of Science Degree – Corrections/Juvenile Justice
Certification – Youth Services
Earned: May 7, 2011
GPA: 3.4/4.0 Scale

Elizabethtown Community and Technical College
Degree: Associates Degree in Medical Technology
GPA: 4.0

Resume – Jacqueline S. Long

Phone: 859-227-7755; **Email:** Jackie.Long@mtcomp.org

PROFESSIONAL EXPERIENCE

January 2013 – Present Mountain Comprehensive Care Center, Prestonsburg, KY

Director of Housing & Grants

- Responsible for design and development of affordable housing for persons with special needs, including developmental/intellectual disabilities, substance abuse, and severe mental illness.
- Responsible for oversight of all construction activities.
- Responsible for administration of all Community Development Block Grants, housing development grants and rental assistance grants.
- Responsible for oversight and compliance on \$25,000,000 grant portfolio throughout the various MCCC programs.
- Responsible for training of staff for administration of program grants.
- Responsible for administration of veterans' services and programs including Homeless Veterans Reintegration Program, and serve as the agency's Veterans Behavioral Health Coordinator.
- Responsible for direction and coordination as lead agency for Big Sandy Coordinated Entry System.
- Responsible for organization and direction of Big Sandy Region Point in Time Count.
- Responsible for participation in the Lexington Continuum of Care and subcommittees.

May 2007 – January 2013 Strategic Funding Group, Inc., Lexington, KY

Grant Writer

- Responsible for conducting grant writing in the primary fields of housing, community development and homelessness.
- Responsible for the design and development of affordable housing and strategic funding planning.

June 2005 – May 2006 Alliance Banking Company, Winchester, KY

Assistant Vice President, Mortgage Lending

- Responsible for origination, processing and closing of mortgage loans for secondary mortgage market.
- Responsible for marketing of mortgage department.

September 2003 – May 2005 nBank Mortgage, Inc., Lexington, KY

Operations Manager

- Responsible for all office management tasks.
- Responsible for loan compliance.
- Responsible for preparing closing documents on all loans.
- Responsible for funding all loans.
- Provided support to wholesale account executives for the region.

June 1999 – September 2003 Grant Title Company, Inc., Lexington, KY

Manager/Paralegal

- Responsible for all office management tasks, including payroll and taxes.
- Hired, managed and supervised staff of contract title abstractors and closers.
- Prepared closing documents and funded loans.
- Prepared title insurance policies.

January 1998 – May 1999 **Apple Mortgage Co., Lexington, KY**
Processing Manager

- Supervised loan processing staff.
- Responsible for compliance.
- Processed mortgage loans for secondary market.

October 1993 – January 1998 **Vimont & Wills PLLC, Lexington, KY**
Paralegal

- Practiced in areas of Real Estate, Estate Planning, Probate, Corporate Law, Bankruptcy, Foreclosure, and Collections.

September 1989 – October 1993 **Russell & Fowles, Richmond, KY**
Paralegal

- Responsible for basic office management tasks.
- Practiced in areas of Real Estate, Probate, Civil Litigation and Family Law.

ADDITIONAL PROFESSIONAL ACTIVITIES

- Certified Community Block Grant Administrator
- Eastern Kentucky Veterans Advisory Council Member
- Kentucky Balance of State Continuum of Care Advisory Board, Vice Chair
- Kentucky Interagency Council on Homelessness – Secretary of Steering Committee
- Kentucky Medicaid in Housing Committee Member
- Completed SOAR Leadership Academy/Trainer

EDUCATION

1989 Bachelor of Arts, Paralegal Science
 Eastern Kentucky University, Richmond, KY

Cost Proposal

Budget: Below is the budget/narrative to serve 75 households over a 3-year period.

Categories	Explanation of Costs	Amount Requested
A. Personnel		
Case Managers (TBD)	2.0 FTE x \$36,000 per year x 3 years	\$216,000
	Total Personnel	\$216,000
B. Fringe Benefits		
Fringe Benefits	34% of allocated salary	\$73,440
	Total Fringe Benefits	\$73,440
C. Equipment		
Laptop Computer and Software	\$1,800/unit x 2 units (one time)	\$3,600
	Total Equipment	\$3,600
D. Travel		
Local Mileage	400 miles per week x 37 weeks x \$.40/mile (year one) 400 miles per week x 49 weeks x \$.40/mile (years 2 and 3)	\$21,600
Bus Passes for Clients	67 passes at \$30/each (as needed)	\$2,010
	Total Travel	\$23,610
E. Contractual		
F. Operating Expenses		
Office/Program Supplies	\$100/month x 12 months x 3 years	\$3,600
Office furniture	\$2000/set up (desk/chair) x 2 (one time)	\$4,000
Occupancy Expenses	\$400/month x 2 employees x 36 months	\$28,800
Master Lease	12 - 1 bedroom units \$852 x 36 months 3 - 2 bedroom units \$1049 x 36 months	\$481,332
Security Deposits	\$852 per 1 bedroom unit (allowing for turnover of units); \$1049 per 2 bedroom unit (allowing for turnover of units)	\$80,226
Utility Deposits, arrearages and assistance	15 units @ \$250 plus allowance for unit turnover, client arrearages, and utility assistance for clients as needed.	\$32,079
Pet Deposits	\$200 x 15 units plus unit turnover	\$11,400
Unit Damages	Allowed 1 extra deposit as needed	\$40,113
Cell Phone Reimbursement	\$25/month x 2 CM x 36 months	\$1800
	Total Operating Expenses	\$683,350
Total Project		\$1,000,000

2.0 FTE Case Managers (TBD) will provide intensive case management and housing stabilization activities to move assist clients with maintaining permanent housing.

Fringe Benefits are based on the percentage of time to the project and MCCC's current fringe percentages. Fringe benefits include: FICA at 7.65%, medical insurance at 17.50%, retirement at 5.0%, unemployment at 2.70%, and Workers' Compensation at 1.15% (total 34%).

Equipment includes the purchase of two computers with appropriate software so that staff can complete assessments, document data, and assist with housing and housing stability activities.

As staff will provide in-home services, assist clients with obtaining documents and connect with adjunctive community resources, mileage is needed for both CMs. Additionally, most clients will take an active role in carrying out the goals of their Housing Stability Plan, therefore bus passes will be necessary connection with some community resources.

Operating costs include: funds for consumable office supplies (pens, files, etc.) and program materials (workbooks) to assist clients case management/housing placement and stability activities; office furniture for Case Managers; occupancy expenses (rent, utilities) based on the agency's allocation per FTE to provide office space; rents for the master lease based on Fair Market Rents plus a 15% increase to ensure that units can be secured; security deposits for initial acquisition of units plus additional units as leases are transitioned to the program participant; utility deposits, arrearages and assistance which are allocated on an as needed basis for units that do not include utilities in the rent and arrearages to eliminate the barrier delinquent utility bills present in transferring the unit into the participant's name; pet deposits to ensure that pets are not separated from homeless families, unit damages for incidental damages caused by program participants that may result in inability for other units to be master leased; cell phone reimbursement for case managers for keeping contact with participants including for crisis.

LFUCG Required Forms

- 1.) Certification of Compliance for American Rescue Plan Act Expenditures
- 2.) Affirmative Action Plan
- 3.) Workforce Analysis Form
- 4.) Affidavit
- 5.) Equal Opportunity Agreement
- 6.) Contact Page
- 7.) MWDBE Participation Form
- 8.) MWDBE Substitution Form
- 9.) MWDBE Quote Summary Form
- 10.) MWDBE Subcontractor Payment Form
- 11.) LFUCG Statement of Good Faith Efforts (with supporting documentation)
- 12.) General Provisions

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 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 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 classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.
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 American Rescue Plan Act 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 American Rescue Plan Act 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.

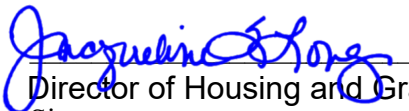
12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

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.


Director of Housing and Grants
Signature

4.27.2022

Date

**MOUNTAIN COMPREHENSIVE CARE CENTER
AFFIRMATIVE ACTION PLAN (AAP)**

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

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

3. **AAP MANAGER DUTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **RECORDS**

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

9. **REPORTING OF COMPLAINTS**

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

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

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

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

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

WORKFORCE ANALYSIS FORM

Name of Organization: Mountain Comprehensive Care Center

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1									1						1	
Professionals	124	10	107			2				2	3					14	110
Superintendents	15	3	12													3	12
Supervisors	220	15	205													15	205
Foremen	1	1														1	
Technicians	10	9	1													9	1
Protective																	
Para-Office/Clerical	380	48	316			6	8		2							54	326
Skilled Craft	395	72	319		1		3									72	323
Service/Maintena	38	28	10													28	10
Total:	1184	186	970		1	6	13		2	3	3					197	987

Prepared by: Lizbeth Bueda

Date: 04 / 27 / 2022

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

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

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

Promod Bushnoi CEO

STATE OF Kentucky

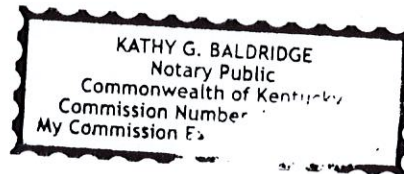
COUNTY OF Floyd

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

by Promod Bushnoi on this the 22 day
of April, 2022

My Commission expires: August 13, 2025

Kathy Baldrige KYNP 35031
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.

Lucas Kislunoi CEO
Signature

Mountain Comprehensive Care Center, Inc.
Name of Business

Firm Submitting Proposal: Mountain Comprehensive Care Center, Inc.

Complete Address: 104 South Front Avenue, Prestonsburg, KY 41653 (Administrative Offices)
Street City Zip

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

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

Email address: Jackie.Long@mtcomp.org



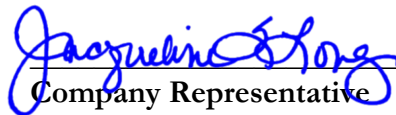
Bid/RFP/Quote Reference # #16-2022

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. There are no subcontraction opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran Suppliers. We have sent out requests to MWDBE and Veteran owned businesses to work with us master leasing of apartments.				
2.				
3.				
4.				

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

Mountain Comprehensive Care Center, Inc.
Company


Company Representative

4.27.2022
Date

Director of Housing and Grants
Title



Bid/RFP/Quote Reference # 16-2022

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. There are no subcontracting opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran Suppliers. We have sent out requests to MWDBE and Veteran owned businesses to work with us master leasing of apartments.					
2.					
3.					
4.					

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

Mountain Comprehensive Care Center, Inc.

Company

4.27.2022

Date



 Company Representative

Director of Housing and Grants

Title



Bid/RFP/Quote Reference # 16-2022

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 Mountain Comprehensive Care Center, Inc.	Contact Person Jacqueline S. Long, Director of housing and Grants
Address/Phone/Email 104 South Front Avenue Prestonsburg, KY 41653	Bid Package / Bid Date #16-2022/4/28/2022

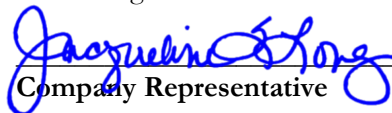
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
There are no subcontraction opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran Suppliers. We have sent out requests to MWDBE and Veteran owned businesses to work with us master leasing of apartments.								

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

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

Mountain Comprehensive Care Center, Inc.
Company

4.27.2022
Date


Company Representative

Director of housing and Grants
Title



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 # 16-2022

Total Contract Amount Awarded to Prime Contractor for this Project None

Project Name/ Contract # Transition in Place Housing Program	Work Period/ From:	To:
Company Name: Mountain Comprehensive Care Center, Inc.	Address: 104 South Front Avenue, Prestonsburg, KY 41653	
Federal Tax ID: 61-0663787	Contact Person: Jacqueline S. Long, Director of housing and Grants	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
There are no subcontraction opportunities under this proposal. We will strive to work with MBE, WBE, DBE or Veteran Suppliers. We have sent out requests to MWDBE and Veteran owned businesses to work with us master leasing of apartments.							

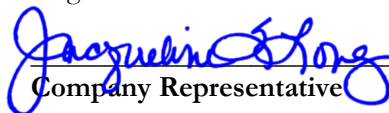
By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning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

Mountain Comprehensive Care Center, Inc.

Company

4.27.2022

Date



Company Representative

Director of Housing and Grants

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 16-2022

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

jul 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.

jul 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.

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

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

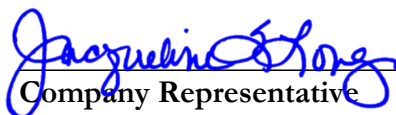
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Mountain Comprehensive Care Center, Inc.

Company

4.27.2022

Date



Company Representative

Director of Housing and Grants

Title

Long, Jacqueline

From: Sherita Miller <smiller@lexingtonky.gov>
Sent: Wednesday, April 20, 2022 12:13 PM
To: Long, Jacqueline
Subject: RE: Disadvantaged Business Enterprises
Attachments: LFUCG Certified List_March 2022_.xlsx

Caution: This email originates from outside MCCC. Help keep us safe by thinking carefully before opening links/attachments or replying with sensitive client, staff, or financial data. If you believe this email is suspicious, please forward to ITSecurityTeam@mtcomp.org

Good afternoon Jackie,

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

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Central Purchasing

859.258.3323 office
lexingtonky.gov



From: Long, Jacqueline <Jackie.Long@mtcomp.org>
Sent: Wednesday, April 20, 2022 11:45 AM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: Disadvantaged Business Enterprises

You don't often get email from jackie.long@mtcomp.org. [Learn why this is important](#)

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

Hello Sherita!

Can you send me a current list of MBEs/MBEs and Veteran Owned small businesses registered with the city?

Thank you!

Jackie Long



Jacqueline S. Long
Director of Housing and Grants
Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755 (mobile)



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From: Long, Jacqueline
To: ["lmallen2509@yahoo.com"](mailto:lmallen2509@yahoo.com)
Subject: Lexington RFP 16-2022
Date: Wednesday, April 27, 2022 3:54:00 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)

Ms. Allen,

Our agency is applying for the City of Lexington's RFP for the Transition in Place Housing Program. If we are the successful bidder, we will be required to master lease 15 pet friendly rental units to place persons who are homeless and have unique barriers, such as pet ownership. We would provide them rental assistance plus intensive case management for 3-6 months at which time the lease would transition into their name. If you own or manage rental units in Lexington and would be willing to work with us on this program, I would really like to speak with you about the details of the program.

Thank you,

Jacqueline S. Long

Director of Housing and Grants

Mountain Comprehensive Care Center

104 South Front Avenue

Prestonsburg, KY 41653

859-227-7755 (mobile)



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From: Long, Jacqueline
To: ["cthomasbuilder@aol.com"](mailto:cthomasbuilder@aol.com)
Subject: Lexington RFP 16-2022
Date: Wednesday, April 27, 2022 3:48:00 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)

Mr. Thomas,

Our agency is applying for the City of Lexington's RFP for the Transition in Place Housing Program. If we are the successful bidder, we will be required to master lease 15 pet friendly rental units to place persons who are homeless and have unique barriers, such as pet ownership. We would provide them rental assistance plus intensive case management for 3-6 months at which time the lease would transition into their name. If you own or manage rental units in Lexington and would be willing to work with us on this program, I would really like to speak with you about the details of the program.

Thank you,

Jacqueline S. Long
Director of Housing and Grants
Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755 (mobile)



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From: [Long, Jacqueline](#)
To: ["doneitallconstruction@gmail.com"](mailto:doneitallconstruction@gmail.com)
Subject: Lexington RFP 16-2022
Date: Wednesday, April 27, 2022 3:59:00 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)

Mr. Young,

Our agency is applying for the City of Lexington's RFP for the Transition in Place Housing Program. If we are the successful bidder, we will be required to master lease 15 pet friendly rental units to place persons who are homeless and have unique barriers, such as pet ownership. We would provide them rental assistance plus intensive case management for 3-6 months at which time the lease would transition into their name. If you own or manage rental units in Lexington and would be willing to work with us on this program, I would really like to speak with you about the details of the program.

Thank you,

Jacqueline S. Long
Director of Housing and Grants
Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755 (mobile)



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From: [Long, Jacqueline](#)
To: ["swilson@psi-ky.com"](mailto:swilson@psi-ky.com)
Subject: Lexington RFP 16-2022
Date: Wednesday, April 27, 2022 4:03:00 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)

Mr. Wilson,

Our agency is applying for the City of Lexington's RFP for the Transition in Place Housing Program. If we are the successful bidder, we will be required to master lease 15 pet friendly rental units to place persons who are homeless and have unique barriers, such as pet ownership. We would provide them rental assistance plus intensive case management for 3-6 months at which time the lease would transition into their name. If you own or manage rental units in Lexington and would be willing to work with us on this program, I would really like to speak with you about the details of the program.

Thank you,

Jacqueline S. Long
Director of Housing and Grants
Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755 (mobile)



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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

04/21/2022
Date