Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, June 25, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

0673-24 Table of Motions: Council Work Session, June 18, 2024

Attachments: TOM 06.18.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

0676-24 Summary: Budget, Finance, and Economic Development Committee, March 19, 2024

Attachments: 3-19-24 BFED Meeting Summary

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0627-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Health Services Agreement with CHS TX, Inc., d/b/a YesCare, for the provision of medical care and mental health services for the offender population at the Div. of Community Corrections, at a cost not to exceed $10,278,132 in Fiscal Year 2025. [Div. of Community Corrections, Colvin]

Attachments: YESCARE memo FY25
Lexington YesCare Draft 060524 - Law Department Edits
YESCARE amended agreement 6-13-24
0627-24 YesCare 2024 Resolution 4883-6457-0825 v.1.docx
R-332-2024
Contract #162-2024

b **0631-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Operating Agreement with Aramark Correctional Services, LLC, for food services for the Div. of Community Corrections, at a cost not to exceed $1,336,608 for the Fiscal Year 2025, and subject to sufficient funds being appropriated in future fiscal years. [Div. of Community Corrections, Colvin]

Attachments: ARAMARK food svcs memo FY25
LEGAL-#600963-v1-Lexington_Fayette_County-KY-ACS-Food-2024-Agreem
ARAMARK FY25 AGREEMENT ATTACHMENT
0631-24 Aramark Resolution 2024 4879-9652-0905 v.1.docx
R-333-2024
Contract #215-2024

c **0636-24** A Resolution amending and restating Resolution No. 221-2024, and authorizing the Mayor or the Chief Information Officer, on behalf of the Urban County Government to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321 and RFP #090320, both Contracts between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to Onbase for the Div. of Planning (cost estimated not to exceed $21,509) and the statement of work related to the digital transformation of forms for the Div. of Human Resources (cost estimated not to exceed $51,000), and future Statements of Work

related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government under either Contract, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, subject to the appropriation of sufficient funds. [Div. of Enterprise Solutions, Stewart]

Attachments: Bluesheet Memo_OnBaseHR
Konica Sourcewell Contract 090320-KON Content Management Products and
LFUCG - Additional HR OnBoarding Forms + Workflow - SOW - Enterprise
R_221-2024
RESO 0636-24 Sourcewell&Konica Amendment to R221-2024 (rev) 4873-339
R-354-2024

d **0650-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $100,000, using funds allocated from the FY 2025 General Fund. [Dept. of Housing Advocacy and Community Development, Lanter]

Attachments: Bluesheet Memo NAMI MOU 6-13-24
NAMI MOU 6-17-24
RESO 0650-24 NAMI MOU FY25 4878-7379-3482 v.2.docx
R-334-2024
Contract #375-2024

e **0655-24** An Ordinance amending Section 23-30(b)(4)(a) of the Code of Ordinances, relating to employees of the Div. of Fire and Emergency Services who are appointed to the positions of Assistant Fire Chief and Fire Battalion Chief, to provide that employees appointed to those positions shall receive a bi-weekly stipend in an amount authorized by the Urban County Council; authorizing a stipend for the appointed position of Fire Battalion Chief in the amount of $771 bi-weekly; and authorizing a stipend for the appointed position of Assistant Fire Chief in the amount of $1,471 bi-weekly; all effective July 1, 2024. [Div. of Fire and Emergency Services, Wells]

Attachments: Stipend blue sheet memo_06132024
ORD 655-24 Ordinance Amending Section 23-30 re Fire Stipends 4883-8877-
O-065-2024

f **0656-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Fayette County Public Schools, for the transition of Day Treatment

Program services and the continued operation of a Day Treatment Program by Fayette County Public Schools at the Audrey Grevious Center, at a cost not to exceed $300,000 in FY2025, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Agreement. [Dept. of Social Services, Allen-Bryant]

Attachments: 0656-24 Bluesheet Memro - MOA between FCPS and LFUCG
MOA between FCPS and LFUCG AGC
RES 656-24 MOA with FCPS re Day Treatment at Audrey Grevious Center 48
R-335-2024
287-2024 - 335-2024 - CONTRACT - 2024 - CLK - Contracts - 6-12-2024(1)

g **0658-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Fayette County Public Schools, for the leasing of the property located at 1177 Harry Sykes Way, also known as the Audrey Grevious Center, to Fayette County Public Schools, for a period of two (2) years, for its exclusive use in the continuing operation of a Day Treatment Program on the premises, in consideration of the substantial public purposes promoted thereby, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Agreement. [Dept. of Social Services, Allen-Bryant]

Attachments: 0658-24 Bluesheet Memo - FCPS Lease at Audrey Grevious Center
AGC Lease to FCPS (Final 5-16-24) .3 . 4882-4211-3468
RES 658-24 Lease of 1177 Harry Sykes Way Audrey Grevious Center to FCF
R-336-2024
288-2024 - 336-2024 - CONTRACT - 2024 - CLK - Contracts - 10-24-2024(1)

h **0659-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Agreement with Champlin/Haupt Architects Inc. dba EOP Architects, for professional services for the new Senior and Therapeutic Center, increasing the amount by $215,617, raising the total Contract amount from $736,133 to $951,750. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: Memorandum_New Senior Therapeutic Center_EOP_CO1
Consultant Services Agreement -B- Senior & Therapeutic Center
Justification_New Senior Therapeutic Center_EOP_CO1
New Change Order-Contract Details Form 6-14-24
EOP Proposal_New STC
RESO 0659-24 Change Order No.1 Champlin Haupt Architects DBA EOP Arc
R-337-2024
Contract #305-2023
Contract #305-2023

i An Ordinance amending the compensation system salary schedules to provide a one and one-half percent (1.5%) structure movement, applicable to all full-time and part-time positions in the Unified Pay Plan, to the position of Council Administrator, and to two (2) positions of Police and Fire Pension Benefits Specialist; providing that all full-time and part-time employees included in the Unified Pay Plan shall receive a three percent (3.0%) pay increase for FY2025; providing that the Council Administrator and two (2) positions of Police and Fire Pension Benefits Specialist shall receive a three percent (3%) pay increase for FY2025; providing that Sections 21-29(b) and 22-26(b) notwithstanding, all employees at or above the maximum of the grade salary range shall receive a three percent (3.0%) pay increase for FY2025; amending Section 23-28(a) to increase the existing step structure for the positions of Police Chief, Grade 324E, and Fire Chief, Grade 324E, by three percent (3.0%) and adjusting salaries accordingly; and increasing the salary by three percent (3.0%) for three (3) positions of Law Clerk - P\T within the Dept. of Law and one (1) position of Park Patrol Coordinator - P/T within the Div. of Parks and Recreation, all effective July 1, 2024. [Council Office, Hall]

Attachments: Bluesheet Memo 24-0048
FY2025 Salary Schedule
ORD 660-24 FY25 3% pay increase for full-time and part-time employees in tl
O-070-2024

j **0661-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant from the Lexington-Fayette County Health Dept. in the amount of $356,000 in Federal funds and $101,000 in Commonwealth of Ky. funds (including $41,000 in 853 Home Visiting Service Grant funds), for a total of $457,000 for the Home Network Program, also known as Ky. Health Access Nurturing Development Services (HANDS), for the Family Care Center for FY

2025, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: 24-Blue Sheet Memo HANDS
FINAL_FY25-FAMILY CARE CENTER HANDS Contract (002)
FY25 HOME_NET_2025 Budget Amendment
RESO 0661-24 (HANDS) 4864-2590-5609 v.1.docx
R-355-2024
Contract #177-2024 (2)

k **0662-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the Ky. Energy and Environment Cabinet, Dept. of Environmental Protection, Div. of Waste Management, which Grant funds are in the amount of $4,000 in Commonwealth of Ky. funds for Fiscal Year 2025 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Thurman]

Attachments: 24-Blue Sheet Memo Waste Tire
FY25 Budget Amendment - WSTE_TIRE_2025
Waste Tire Grant 24-25 Chk 25390544
RESO 0662-24 (Waste Tire Disposal Recycling Grant) 4880-3225-8505 v.1.d
R-356-2024
Contract #247-2024

l **0663-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Neighborhood Action Match Program Agreement with the Garden Meadows Homeowners Association, extending the period of performance through December 1, 2024, at no additional cost to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

Attachments: 24-Blue Sheet Memo Garden Meadows HOA Extension
NAMP Amendment- Garden Meadows HOA
RESO 0663-24 (NAMP Amendment) 4891-3346-0169 v.1.docx
R-357-2024
Contract #188-2024

m **0664-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of

Understanding with the U.S. Dept. of Treasury, for access to investigative data. [Div. of Police, Weathers]

Attachments: Cover Memo - Memorandum of Understanding – U.S. Department of Treasu
FinCEN Cover Letter
FinCEN MOU
FinCEN Bank Secrecy Act #1
FinCEN Bank Secrecy Act #2
664-24 us treasury 4896-2294-2153 v.1.doc
R-358-2024
Contract #181-2024

n **0667-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Purchase of Service Agreements with the following seven (7) Extended Social Resource (ESR) Program -Grantee agencies, pursuant to Administrative Agreements and RFP #25-2024 or RFP #34-2024 (Emergency Shelter): Hope Center, Inc. ($850,000), GreenHouse17, Inc. ($190,000), Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($245,406), Arbor Youth Services, Inc. ($269,116), Hospice of the Bluegrass, Inc. d/b/a Bluegrass Care Navigators ($87,650), New Life Day Center, Inc. ($150,715) and the Salvation Army ($125,127); to provide emergency shelter services, at a cost not to exceed $1,918,014. [Office of Homelessness Prevention and Intervention, Herron]

Attachments:
24-Blue Sheet Memo-OHPI ESR Emergency Shelter
RFP #25-2024 Emergency Shelter - ESR
RFP #34-2024 Emergency Shelter - SUPPLEMENTAL ESR
1-Under 18 Arbor Youth Services Shelter ESR FINAL application
2-18-24 Arbor Youth Services Shelter Final ESR App
Exhibit C - Arbor Youth 0-17 - FY25
Exhibit C - Arbor Youth 18-24 - FY25
1-Bluegrass Care Navigators MR Emergency Shelter 2024 LFUCG Grant Sub
Exhibit C - Bluegrass Care Navigators - FY25 ESR
1-LFUCG ESR EFH 2023-24.Application
Exhibit C - Community Action EFH - FY25 ESR
8-Attachment 1) Addendum 1 and Program Budget and Narrative
10-RFP 25-2024 - Narrative - GreenHouse17
3-NLDC ESR Grant Narrative
Exhibit C - Detailed Financial Report - NLDC FY25
1-Salvation Army Proposal
Exhibit C - Salvation Army - FY25 ESR
Exhibit C - Hope Center Mens Shelter - FY25
ESR Agreement - Arbor Youth (Revised) .1 . 4879-8143-1746 - FINAL
ESR Agreement - Bluegrass Care (Revised) .1 . 4887-7506-0929 - FINAL
ESR Agreement - Community Action Council (Revised) .1 . 4890-4134-6242 -
ESR Agreement - Greenhouse17 (Revised) .1 . 4878-2780-3585 - FINAL
ESR Agreement - Hope Center (Revised) .1 . 4889-1342-0482 - FINAL
ESR Agreement - New Life Day Center (Revised) .1 . 4863-3621-6258 - FINA
ESR Agreement - Salvation Army (Revised) .1 . 4880-7498-5664 - FINAL
RESO 0667-24 ESR Emergency Shelter PSAs 4878-8270-7146 v.1.docx
R-359-2024
Contract #183-2024
Contract #183-2024 - Community Action Council
Contract #183-2024 - Arbor Youth Services
Contract #183-2024 -Hospice of the Bluegrass
Contract #183-2024 -Greenhouse 17
Contract #183-2024 - New Life Day Center
Contract #183-2024-Salvation Army

o **0668-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Grant Award Agreements related to Grants awarded under the Lex Grow Trees Grant Program with Andover Forest Homeowners Association, Inc. ($100,000.00); Bluegrass Greensource, Inc. ($95,312.50); Bread & Circuses LLC ($6,000.00); Eastland Parkway Neighborhood Association, LLC ($18,271.85); Friends of the Parks in Fayette

County, Inc. ($4,172.00); Friends of Wolf Run Inc. ($97,935.00); Hartland Homeowner's Association, Inc. ($76,785.20); Pensacola Park Neighborhood Association, LLC ($6,000.00); and Trees Lexington! Inc. ($86,655.00) for the Div. of Environmental Services, at a cost not to exceed the sum stated. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo Lex Grow Trees Grant Agreements
Grant Agreement (Lex Grow Trees) Andover Forest HOA with Exhibits
Grant Agreement (Lex Grow Trees) Bluegrass Greensource with Exhibits
Grant Agreement (Lex Grow Trees) Bread and Circuses Media with Exhibits
Grant Agreement (Lex Grow Trees) Eastland Parkway NA with Exhibits
Grant Agreement (Lex Grow Trees) Friends of the Parks Clays Mill Elem with
Grant Agreement (Lex Grow Trees) Friends of Wolf Run with Exhibits
Grant Agreement (Lex Grow Trees) Hartland HOA with Exhibits
Grant Agreement (Lex Grow Trees) Pensacola Park NA with Exhibits
Grant Agreement (Lex Grow Trees) Trees Lexington with Exhibits
RESO 0668-24 Grants Awards for Trees 4875-4185-3897 v.1.docx
R-360-2024
Contract #174-2024- Friends of the Park
Contract #174-2024 -Friends of Wolf Run
Contract #174-2024 - Hartland Homeowners
Contract #174-2024 - Pensacola Park
Contract #174-2024 -Trees Lexington
Contract #174-2024 -Bread and Circuses Media
Contract #174-2024 -Bluegrass Greensource
Contract #174-2024 -Andover Forest
Contract #174-2024 - Eastland Parkway

p **0669-24** An Ordinance amending the authorized strength by abolishing ten (10) classified positions of Early Child Care Teacher, Grade 512E, and creating ten (10) classified positions of Early Child Care Teacher, Grade 512N, in the Div. of Family Services, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective July 1, 2024. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0049
ORD 0669-24 FLSA Early Child Care Teacher 4888-1027-6041 v.1.docx
O-071-2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0673-24

File ID:	0673-24	**Type:**	Agenda Item	**Status:**	First Reading
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/20/2024
File Name:	Table of Motions: Council Work Session, June 18, 2024			**Final Action:**	06/25/2024

Title:

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 06.18.24

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved				Pass

Text of Legislative File 0673-24

Summary
Table of Motions: Council Work Session, June 18, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
June 18, 2024

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, Baxter, Sevigny, Reynolds, and Plomin were present. Council Member F. Brown was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Gray to approve the June 18, 2024 Work Session Summary. Seconded by Reynolds. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Sheehan to approve New Business. Seconded by Plomin. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by Sheehan to approve an ordinance amending section 16-203 of the Lexington-Fayette Urban County Code of Ordinances to update division titles in the Division of Environmental Services and remove the penalty reduction for failing to contest citations. Seconded by Plomin. Motion passed without dissent.

Motion by Sheehan to approve the proposed amendments to Chapter 17B of the Code of Ordinances, relating to street trees, as presented to the Environmental Quality and Public Works Committee, and as set forth in the committee packet. Seconded by Wu. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

Communications from the Mayor – Veto Message

Mayor Linda Gorton issued a veto message for the FY2025 budget for the Lexington-Fayette Urban County Government, vetoing ten (10) positions added to the budget by the Urban County Council.

XIII. Adjournment

Motion by Fogle to adjourn at 3:38 p.m. Seconded by Gray. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0676-24

File ID:	0676-24	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/20/2024
File Name:	Summary: Budget, Finance, and Economic Development Committee, March 19, 2024			**Final Action:**	
Title:					
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	3-19-24 BFED Meeting Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0676-24

Summary
Summary: Budget, Finance, and Economic Development Committee, March 19, 2024

Budget, Finance & Economic Development Committee
March 19, 2024
Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Fred Brown, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Brenda Monarrez, Denise Gray, and Dave Sevigny were also present as non-voting members.

I. Approval of February 27, 2024 Committee Summary

A motion by Plomin to approve the February 27, 2024 Committee Summary, seconded by Ellinger, the motion passed without dissent.

II. Monthly Financial Update – March 2024

Commissioner Hensley provided a brief update on the monthly financials. Revenue continues to run a positive variance to budget, primarily due to greater than budgeted insurance premium tax collections and investment income. Payroll withholdings tax collections returned to 6.1% growth over prior year, which was the level experienced for the first six months of the fiscal year. While there are significant budgetary savings shown, it should be noted that more operating dollars to date have been spent than what was spent during eight periods in FY2023. As of this date, taking into consideration revenue, expenses, and transfers, FY2024 performance reflects a surplus of $21 million or more.

No action was taken on this item.

III. Commerce Lexington Regional Competitiveness Plan Update

Andi Johnson, Chief Policy Officer and Director of Regional Engagement, presented on the Commerce Lexington (CLEX) Regional Competitiveness Plan. LFUCG has invested $300,000 in CLEX for economic development in Lexington-Fayette County.

To date, LFUCG has invested $322,000 in CLEX for the Regional Competitiveness Plan. Funding is being used to: create a regional brand identity, refresh regional job attraction website, increase visibility of Greater Lex assets to site selectors and industry targets, educate regional leaders on regional competitiveness strategies, develop a regional talent attraction marketing website, develop talent attraction social media and marketing campaign, and develop strategies to increase student and business connections.

Measurable goals are to increase regional job, wage, and GDP growth rates to the national average, increase regional labor force including attraction and retention of young professionals,

and attract state and federal funding and advocate for policy improvements to support the plan.

The Regional Competitiveness Plan has 3 execution tactics: economic development, workforce talent, and policy/advocacy. Strategic targets for economic development are biopharma and life sciences, Agbio, AgTech, business and financial services, medical devices, marketing and design, automotive, food and beverage processing, and warehousing and logistics.

The talent attraction strategy for workforce includes: creating a regional talent attraction website, creating talent social media and marketing campaign, hosting internal stakeholder workshops and talent campaign launch, and developing a strategy to connect businesses with students to enhance retention. The new talent attraction website is lookatlex.com and will include a cost-of-living calculator, job boards, connections to social media and digital marketing, and employer toolkits and media.

Policy advocacy funding is going towards the Kentucky Product Development Initiative (KPDI) and talent attraction marketing for the state campaign and local/regional grants. KPDI has 12 approved projects, $12.4 million in state funding and a total of $43.9 million in local and state investments. "Greater Lex" branding has support from our regional partners and is the name of the Regional Competitiveness Plan moving forward.

No action was taken on this item.

IV. Parks Funding Ballot Referendum

This item was reported out early at the April 9th, 2024 Work Session.

V. Adjournment

A motion by Plomin to adjourn at 2:42pm, seconded by Ellinger, the motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0627-24

File ID:	0627-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	162-2024	**In Control:**	Urban County Council
				File Created:	06/10/2024
File Name:	YESCARE Med/MH Svcs FY25			**Final Action:**	06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Health Services Agreement with CHS TX, Inc., d/b/a YesCare, for the provision of medical care and mental health services for the offender population at the Div. of Community Corrections, at a cost not to exceed $10,278,132 in Fiscal Year 2025. [Div. of Community Corrections, Colvin]

Notes: received in officve 6.18 AA, 2nd read 2B 7.02. AA
stamped and filed in CCO. copies emailed back to tammy via scan 6.28 AA

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	YESCARE memo FY25, Lexington YesCare Draft 060524 - Law Department Edits, YESCARE amended agreement 6-13-24, 0627-24 YesCare 2024 Resolution 4883-6457-0825 v.1.docx, R-332-2024, Contract #162-2024	**Enactment Number:**	R-332-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0627-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Health Services Agreement with CHS TX, Inc., d/b/a YesCare,

for the provision of medical care and mental health services for the offender population at the Div. of Community Corrections, at a cost not to exceed $10,278,132 in Fiscal Year 2025. [Div. of Community Corrections, Colvin]

Summary

Authorization to execute an Agreement with CHS TX, Inc. d/b/a YesCare for the Inmate Medical and Mental Health Services at the Division of Community Corrections, for a term of three (3) years, with two (2) additional one-year extensions, beginning July 1, 2024. The annual cost of the Program for FY 2025 is $10,278,132. Funds are included in the FY 2025 approved Budget. (L0627-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-505402-5421-71203
1101-505402-5421-71204

2025 Fiscal Year Impact: $10,278,132

2026 Fiscal Year Impact: $11,408,844

2027 Fiscal Year Impact: $11,785,632

Project:

Activity:

Budget Reference:

Current Balance: 1101-505402-5421-71203 - $8,000,000.00
1101-505402-5421-71204 - $3,000,000.00

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: June 7, 2024

SUBJECT: CHS TX, Inc. d/b/a YesCare Agreement

Request

Council authorization is requested to enter into an agreement with CHS TX, Inc. d/b/a YesCare for the Inmate Medical and Mental Health Services at the Division of Community Corrections.

Why are you requesting?

CHS TX, Inc. d/b/a YesCare will be providing Medical and Mental Health services for the Inmate population at the Fayette County Detention Center.

Funds are budgeted in the upcoming FY25 budget. The annual cost of the program is $10,278,132 for FY25. The term of the agreement is for three (3) years with two (2) additional one-year extension beginning July 1, 2024. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

What is the cost in this budget year and future budget years?

Funds for this agreement are budgeted for FY25 - $10,278,132

Are the funds budgeted? Yes.

File Number: L0627-24

Director/Commissioner: Chief G.S. Colvin

HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CHS TX, INC. d/b/a YESCARE

THIS AGREEMENT, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is executed as of the 1st day of July 1, 2024 (the "Effective Date").

WITNESSETH:

WHEREAS, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

WHEREAS, the objective of the Division is to provide for the delivery of quality health care to inmates in accordance with applicable law; and

WHEREAS, the Division desires to enter into a comprehensive health care services agreement with YesCare to promote this objective; and

WHEREAS, YesCare provides correctional health care staffing and services and desires to provide such staffing and services for the Division under the terms and conditions of this Health Services Agreement (the "Agreement").

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. The Division hereby engages YesCare to provide and to arrange to provide for the delivery of reasonable and necessary medical, behavioral and dental care to individuals under the custody and control of the Division and sentenced to and incarcerated at the Facility ("Inmates"), and YesCare hereby accepts such engagement according to the terms and provisions hereof. YesCare understands and agrees that it will only be financially responsible for the on-site, off-site and emergency care that YesCare and its providers have ordered and coordinated.

1.2 Scope of Services. YesCare will provide on a regular basis professional medical, behavioral health, nursing, dental and related health care and administrative services for the Inmates, including a program for a thorough and complete health care screening at intake of Inmates upon arrival at the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, hospitalization, medical specialty services, including chronic care and infection control, emergency medical care, telehealth services, addiction medicine services, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described hereinafter and as defined in the Division's RFP #10-2024 Offender Health Care Services for Community Corrections (Exhibit A), the Division's RFP #11-2024 Inmate Mental Health Services (Exhibit B), Certificates of Insurance (Exhibit C), YesCare's Proposal to RFP #10-2024 dated (Exhibit D), YesCare's Proposal to RFP #11-2024 dated (Exhibit E) and YesCare's Final Cost Table and Staffing Plan (Exhibit F).

The parties have agreed to combine RFP #10-2024 and RFP #11-2024 as well as YesCare's corresponding bid responses outlined above into one comprehensive contract. The terms, conditions and obligations of the RFP issued by the Division and YesCare's Proposal to the Division are hereby incorporated by reference and made a part of this Agreement as if fully set out herein.

However, the parties acknowledge and agree that performance indicators outlined in RFP #10-2024, Section 4 and RFP #11-2024, Section 3, for any the performance standards in Section 1.17 and for any mental health staffing shortages shall have a two (2) month grace period from the start date of the contract before any fines or penalties may be imposed.

1.3 Specialty Services. YesCare will provide specialty services (e.g. specialty physicians, radiology services, laboratory services, etc.) on site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, YesCare will make appropriate off-site arrangements for the rendering of such care. YesCare shall be financially responsible for such care provided on site or off-site subject to the provisions of the Aggregate Cap as outlined in Section 1.16 and Article IX.

1.4 Emergency Services. YesCare will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. YesCare will provide and be financially responsible subject to the provisions of the Aggregate Cap for ambulance services for emergency circumstances involving Inmates. Routine transfers will be the financial responsibility of the Division in regard to off-site non-emergency medical treatment. YesCare will provide

emergency medical response to Inmates, visitors, and Facility staff as necessary and appropriate on site.

1.5 Competency and Restoration. YesCare agrees to develop, manage and supervise a comprehensive competency and restoration program to be implemented on or after July 1, 2025, for to up to an average of fifteen (15) eligible patients at any given time.

1.6 Hospitalization Services. YesCare will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and YesCare will bear the costs thereof, subject to the provisions of the Aggregate Cap.

1.7 Biohazardous Waste. YesCare will be operationally and financially responsible for the management and removal of all medically generated biohazardous waste.

1.8 Infant Care. YesCare will provide health services to any pregnant Inmate, subject to the provisions of the Aggregate Cap. However, any health care services provided to an infant following birth will be the responsibility of the Division.

1.9 Blood Draw Services. YesCare will perform on-site blood drawing services on individuals who have been presented to YesCare at the Facility as arrested for driving under the influence (DUI). Consistent with NCCHC standards, YesCare staff will perform such blood draws only with the individual's written consent.

1.10 Addiction Medicine ("MAT") Services. YesCare's MAT program will support up to one hundred (100) enrollees on a continual basis. If additional patients require MAT services above the one hundred (100) enrollee average per month for two consecutive months, the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

1.11 Pharmaceutical Services. Medications prescribed for any inmate that are currently maintained on-site in stock medication form will be made available within eight (8) hours of the order being written. Non-formulary and patient specific prescriptions will be made available to the inmate on the next business day, Monday through Friday. If clinically indicated, YesCare will utilize a back-up pharmacy for urgent or emergent medications are needed on weekends and/or holidays. YesCare will be responsible for the cost of all medications, except for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs including the associated charges to package and deliver medication to the Facility. YesCare will bill the Division with its actual acquisition cost for all HIV,

HCV medications and Factors VIII products, MAT and approved limited distribution drugs provided at the facility. Further, YesCare will provide a monthly report for billable pharmaceuticals HIV, HCV, Factor products, MAT, and the approved limited distribution drugs (in Appendix A, which may be updated by YesCare on a quarterly basis).

YesCare will continue to manage and participate in its current 340B program for HIV medications to ensure continuity of care.

YesCare will take returns for all pharmaceuticals from the Division based upon Federal, State, and Local laws and regulations. Credit for returned medications will be given to the Division for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs in accordance with these guidelines, as well as YesCare's standards for return and reuse of medications. YesCare will issue credit for the quantities returned for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs at the base price originally charged to the Division.

Other than HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs, inasmuch as YesCare bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by YesCare or its pharmacy vendor will remain the property of YesCare and/or its pharmacy vendor. Discounts and rebates for HCV and HIV medications, Factor products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs will be passed along to the Division based upon the Division's net utilization as a percentage of total utilization generating the discount or rebate.

1.12 Elective Medical Care. YesCare will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of YesCare's Medical Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.

1.13 Health Care Services to Visitors and Staff. YesCare shall provide emergency medical treatment to visitors or Facility staff as necessary and appropriate on-site.

1.14 Transportation Services. To the extent any Inmate, requires off-site health care treatment (e.g. emergency care, hospitalization, specialty services, etc.), the Division will provide appropriate transportation services as requested by YesCare and the Division will be financially responsible for those transportation services.

1.15 Unauthorized Absence and Pre-Booking Injuries. To the extent possible and medically appropriate, YesCare agrees to render on-site medical services to Inmates for injuries incurred prior to incarceration. In no event, however, shall YesCare be liable for or responsible for the payment of:

(a) any claim, liability, cost or expense for off-site hospitalization or specialty services arising or incurred at any time in connection with treatment of any Inmate's injury if such injury occurred (i) during any period prior to the Inmate's incarceration or (ii) while the Inmate was away from the Facility during an unauthorized absence such as an escape status, exceptions would be in the case of school or work release, community service, or judicial pass, for reasons other than health care prescribed by YesCare employees or contractors; or

(b) any claim, liability or cost for off-site hospitalization or specialty services arising out of the Division's, or any of their respective employees, officers, agents or subcontractors (i) preventing any Inmate from receiving medical care ordered by YesCare employees or contractors, (ii) failure to exercise good judgment in promptly presenting any ill or injured Inmate for treatment by YesCare employees or contractors, or (iii) own acts or omissions, including acts of negligence or willful misconduct.

YesCare understands and agrees that once an inmate has been accepted and has been booked into the jail, YesCare accepts responsibility for the provision of health care services, subject to the provisions of the Aggregate Cap.

1.16 Aggregate Cap for Off- Site & Contracted Services. YesCare will be responsible for payment of all contracted services up to an annual aggregate total of $600,000. Should the amount incurred be less than $600,000, YesCare will refund the Division an amount equal to $600,000 less the cost of contracted services. Amounts paid over $600,000 the Division will be responsible for all costs.

The following costs are considered contracted medical costs and will be included in the annual aggregate cap calculations:

- Emergency room visits
- Ambulance services, including air ambulance
- Off-site physician fees, including those provided by telemedicine
- Off-site dental fees

- Diagnostic services (off-site) including laboratory and radiology services
- Dialysis services (including required medications)
- Physical and occupational therapy for both on and off-site services
- Optometry and audiology services
- Outpatient procedures and surgeries
- Inpatient hospitalization (medical, surgical, dental, and mental health)
- Ancillary hospital services
- Hospice and long-term care / skilled nursing care facilities
- On-site specialist fees (positions not identified in the staffing plan)
- Network premiums, administrative fees, third party scrubbing and repricing fees
- Non-emergency transportation
- Patient specific prosthetics, orthotics, and other durable medical equipment with a unit cost of $1,000 or greater.

YesCare will supply a comprehensive accounting of all contracted medical services to the Division on a monthly basis. YesCare will invoice the Division on a monthly basis for the balance of total claims paid above the annual threshold, less previous amounts billed to the Division. YesCare understands that all offsite services provided under this agreement will be reimbursed at amounts that do not exceed rates offered under Kentucky Medical Assistance Program (KMAP). YesCare will provide the Division with documentation on a monthly basis that supports the payments made to offsite providers. YesCare will apply its 365-day timely filing policy to claims submitted relating to Division inmates.

At the end of each contract period, YesCare will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. YesCare will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the Division 210 days after the end of the contract period. In the event YesCare receives a request for claims reimbursement after the final billing/credit for an expired contract period, such claims will be charged to the next contract period, provided the request for claims reimbursement complies with YesCare's 365 day timely filing policy, or is documented as is in the appeals process. Upon the final expiration, or early termination of the Agreement, any claims identified after the final reconciliation will be returned to the off-site provider unpaid.

1.17 Performance Penalties. The Division may impose the following performance penalties:

- If YesCare does not complete an intake within four (4) hours after YesCare receives the patient, the Division may impose a penalty of $200 for each late intake.

- If YesCare does not complete an initial health assessment within fourteen (14) days of YesCare receiving the patient, the Division may impose a penalty of $200 for each late health assessment.

ARTICLE II: PERSONNEL.

2.1 Staffing. YesCare will provide the administrative, medical, nursing and support personnel for the rendering of health care services based upon the following ADP levels:

(a) Up to 1,280 offenders

Staffing Plan

Lexington / Fayette Urban County Government

POSITION	Hrs/ Wk	FTEs
Day Shift		
Health Services Administrator	40	1.00
ACA Coordinator	40	1.00
Administrative Assistant	40	1.00
Behavioral Health Director	40	1.00
Behavioral Health Licensed Practical Nurse	40	1.00
Behavioral Health Technician	56	1.40
Certified Nursing Assistant	40	1.00
Dental Assistant	20	0.50
Dentist	20	0.50
Director of Nursing	40	1.00
Licensed Alcohol Drug Addiction Counselor	40	1.00
Licensed Behavioral Health Professional	176	4.40
Licensed Practical Nurse	264	6.60
Medical Director	40	1.00
Medical Records Clerk	40	1.00
Midlevel Practitioner (NP / PA)	40	1.00
Midlevel Practitioner (NP / PA) - MH	40	1.00
Psychiatrist**	8	0.20
Psychologist	40	1.00
Re-entry Coordinator / Court Liaison	40	1.00
Registered Nurse	192	4.80
Registered Nurse - Education	40	1.00
MAT Program Coordinator	40	1.00
Registered Nurse - MAT	16	0.40
Evening Shift		
Certified Nursing Assistant - MAT	80	2.00
Certified Nursing Assistant - Telehealth	40	1.00
Licensed Mental Health Professional	56	1.40
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
Night Shift		
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
TOTAL HOURS/FTEs per week	**2,352**	**58.80**
Day Shift Total	**1,392**	**34.80**
Evening Shift Total	**568**	**14.20**
Night Shift Total	**392**	**9.80**

Staffing Plan - Beginning Contract Year 2

Lexington / Fayette Urban County Government
Competency Restoration Program - 15 Patients

POSITION	Hrs/ Wk	FTEs *
Day Shift		
Administrative Assistant	40	1.00
Behavioral Health Licensed Practical Nurse	20	0.50
Behavioral Health Program Manager	40	1.00
Licensed Behavioral Health Professional	40	1.00
Psychiatrist - Forensic	20	0.50
Behavioral Health Technician - Forensic	40	1.00
TOTAL HOURS/FTEs per week	**200**	**5.00**

** FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)*

(b) The staffing levels can be increased based upon patient acuity as well as population levels by mutual agreement of the Parties, documented via a contract amendment.

(c) YesCare shall provide adequate health care personnel to perform those services listed in this Agreement.

1. Minimum on-site coverage must include:

    a. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility Infirmary and the Facility Intake Area;

    b. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility medical and detoxification housing unit;

    c. Licensed medical services (physician) to support the above coverage.

(d) YesCare will provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to approval for employment, an applicant screening will be conducted, coordinated with the Division, to include fingerprints and background check.

i. Applicable licenses and/or certificates for all professional staff must be on file with YesCare and available to the Division prior to employment.

ii. Malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

(e) All employees of YesCare with inmate contact will adhere to:

i. The dress and appearance regulations of the Division, as they apply to employees wearing civilian clothing

ii. The security regulations of the Division, as they relate to care, custody and control of the inmate population.

(f) Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Division's Administrative Officer, Senior on a weekly basis, with updates regarding changes. YesCare will be required to demonstrate staffing by **post** using a duty roster by facility, each shift and signed by appointed supervisor to be submitted to the Division's Administrative Officer, Senior daily.

(g) YesCare will provide a credit to the Division for the actual cost (salary and fringe benefits per Appendix B) when total hours filled are less than total contract hours, per discipline, as agreed to on the negotiated contract monthly staffing plan. Hours in excess of the monthly contractual requirement for any discipline may be utilized for lower-level disciplines (i.e. RN cover LPN shortages, etc.).

Staffing reconciliation reports will be provided monthly to the Chief or Designee, due on the Monday after the 20th of the following month. Salary and Fringe Benefit rates (Appendix B) will be increased by 3.3% on July 1, 2025, and 2026, respectively. Additional renewal terms will increase Appendix B consistent with Section 9.2 of the Agreement.

(h) The Division reserves the right to search any person, property or article entering its facility.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by YesCare to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Kentucky law.

2.3 Division Satisfaction with Health Care Personnel. If the Division should become dissatisfied with any health care personnel provided by YesCare hereunder, YesCare, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from the Division of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom the Division has expressed its dissatisfaction. YesCare will be allowed a reasonable time prior to removal to find an acceptable replacement.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either YesCare or Division in the direct rendering of any health care services. Inmates may be used in certain janitorial positions not involving the rendering of health care services directly to Inmates as the Parties may mutually agree. At no time may an inmate be engaged in a position that would provide him or her access to medical records.

2.5 Discrimination. YesCare will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, YesCare will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age, or sex.

ARTICLE III: ACCREDITATION.

3.1 Accreditation. YesCare understands that the Division intends to seek NCCHC accreditation during the term of this contract. Therefore, YesCare's services hereunder will be designed to meet the standards developed by ACA and NCCHC, and YesCare will cooperate fully with the Division to seek accreditation within eighteen (18) months from the effective date of this agreement, but will not bear any financial responsibility for any accreditation fees.

ARTICLE IV: EDUCATION AND TRAINING.

4.1 Inmate and Staff Health Education. YesCare will conduct a health education program for Inmates and correctional officers at the Facility toward the objective of raising the level of Inmate health and health care, as requested.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records. YesCare will cause to be maintained a medical record for each Inmate who receives health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A complete copy of the applicable medical record will be available to accompany any Inmate who is transferred from the Facility to another location for off-site services. Medical records will be kept confidential. No information contained in the medical records will be released by YesCare except as provided by the Division's policy, by a court order, or otherwise in accordance with applicable law.

5.2 Inmate Health Insurance and Third-Party Reimbursement. YesCare will ascertain information regarding insurance status at first medical encounter with the inmate. Should an offender be covered by third party insurer, public or private, a note will be made to that effect on the chart. Should an offender need off-site care, those insured by a third party will have the name and policy number of the coverage identified on the off-site transfer papers. Included with each set of transfer papers will be a note to the provider requiring billing to be forwarded to the third-party provider, not to the Division or YesCare.

5.3 Inmate Information. In order to assist YesCare in providing the best possible health care services to Inmates, the Division will provide YesCare with information pertaining to Inmates that YesCare identifies as reasonable and necessary for YesCare adequately to perform its obligations hereunder.

5.4 YesCare Records Available to the Division with Limitations on Disclosure. YesCare will make available to the Division, at the Division's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that the Division understands that the systems, methods, procedures, written materials and other controls employed by YesCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of YesCare and may not, at any time, be used, distributed, copied or otherwise utilized by the Division, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by YesCare.

5.5 Division Records Available to YesCare with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Division will

provide YesCare, at YesCare' request, the Division's records relating to the provision of health care services to Inmates as may be requested by YesCare or as are pertinent to the investigation or defense of any claim related to YesCare' conduct. The Division will make available to YesCare such records as are maintained by the Division, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent the Division has any claim to those records) as YesCare may reasonably request consistent with applicable law; provided, however, that any such information released by the Division to YesCare that the Division considers confidential will be kept confidential by YesCare and will not, except as may be required by law, be distributed to any third party without prior written approval by the Division.

5.6 Administrative Reports. YesCare will provide the Division annual, monthly, and daily statistical reports as requested by the Division in the RFP in a form and format mutually agreed upon by the parties.

ARTICLE VI: SECURITY.

6.1 General. YesCare and the Division understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of YesCare, as well as for the security of Inmates and Facility staff. The Division will provide security services satisfactory to YesCare and sufficient to enable YesCare and its personnel safely to provide the health care services called for hereunder.

6.2 Transportation Off-Site. The Division will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE AND EQUIPMENT

7.1 Office Space and Support. The Division agrees to provide YesCare with office space, facilities, office furniture, utilities (including local telephone service), sufficient to enable YesCare to perform its obligations hereunder. YesCare will reimburse the Division for all long-distance telephone charges incurred.

7.2 IT Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of equipment and peripherals. Any equipment approved for replacement will be purchased by the Division. YesCare will issue a credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and equipment vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.3 Medical Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of medical equipment. The Division will collaborate with YesCare to procure appropriate equipment at the lowest cost, to be purchased by either party. YesCare will issue a separate invoice or credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.4 Delivery of Possession. The Division will deliver to YesCare on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Facility's health care unit that is the Division's property.

7.5 Supplies. YesCare warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable YesCare to perform its obligations hereunder.

7.6 General Services. The Division will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by the Division for other Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT.

8.1 Agreement Term. This Agreement will be effective as of 12:01 A.M. on July 1, 2024, for an initial term of three (3) years. This Agreement may be renewed for two (2) additional one-year extensions, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

8.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

(a) Termination by Agreement. In the event the Division and YesCare mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

(b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been

cured within (30) thirty days following the giving of such notice in writing, the party giving notice shall have the right immediately to terminate this Agreement; provided, however, that the cure period shall be limited to (10) ten days if the default is failure by the Division to timely make any payments due YesCare hereunder.

(c) Termination by Either Party. Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days prior notice.

8.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, total responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off-site, will be transferred from YesCare to the Division.

ARTICLE IX: COMPENSATION.

9.1 Base Compensation. The Division will pay YesCare the sum of $10,278,132 for the first year of this Agreement for a daily average base inmate population between 1,180 and 1,380 inmates, payable in equal monthly installments of $856,511 per month. Compensation for the second year of this Agreement will be $11,408,844, payable in equal monthly installments of $950,737. Compensation for the third year of this Agreement will be $11,785,632, payable in equal monthly installments of $982,136.

YesCare will bill the Division on or before the first day of the month for which services will be rendered, and the Division agrees to pay YesCare within thirty (30) days of invoice receipt. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to YesCare will be pro-rated accordingly for the shortened month.

9.2 Renewal Terms. Annual price adjustments to the base compensation after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the base compensation applicable for the preceding year.

9.3 Changes in Inmate Population. When the population exceeds 1,380, a per diem rate of $1.27 will be applied to the monthly base compensation for each inmate in excess of the daily base population of 1,380. A separate invoice for the per diem rate for

population above 1,380 will be submitted to the Division within fifteen days of receipt of the base population from the Division. Payment will be made by the Division within thirty days of receipt of the invoice. When the population is below 1,180, a per diem rate of $1.27 will be credited to the monthly base compensation for each inmate below the daily base population of 1,180. A separate credit memo for the per diem credit will be submitted to the Division within fifteen days of receipt of the base population from the Division. The credit can be applied to the next scheduled payment to YesCare.

The per diem rates for contract year two will be $1.31 and contract year three will be $1.36. These rates will be applied when the population exceeds 1,380 or falls below 1,180.

9.4 Per diem adjustments for Inmate Population for Renewal Terms. Annual price adjustments to the variable per diem after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the per diem applicable for the preceding year.

ARTICLE X: LIABILITY AND RISK MANAGEMENT.

10.1 Insurance. YesCare shall not commence any work in connection with this Agreement until all the following types of insurance and such insurance have been obtained and approved by the Division, nor shall YesCare allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the Commonwealth of Kentucky.

(a) Worker's Compensation Insurance

i. YesCare shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, YesCare shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's employees unless such employees are covered by the protection afforded by YesCare.

ii. Such insurance shall comply fully with the Kentucky Worker's Compensation Law.

1. In case any hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, YesCare shall provide, and cause

each subcontractor to provide adequate insurance, satisfactory to the Division, for the protection of employees not otherwise protected.

iii. Worker's Compensation shall be provided as required by the Kentucky Revised Statutes, and Employer's Liability in the amount of $100,000.

1. YesCare shall waive all rights of subrogation against the Division for losses arising from work performed by YesCare for the Division.

2. Coverage shall not be suspended or reduced in limits during the Agreement period.

(b) <u>YesCare's Public Liability and Property Damage Insurance</u>

i. YesCare shall take out and maintain during the life of this Agreement, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by YesCare or by anyone directly or indirectly employed by YesCare.

ii. The amounts of such insurance shall be the minimum limits as follows:

1. Comprehensive General – $300,000 bodily injury and property Liability damage combined single limit.

2. Automobile – $300,000 bodily injury and property damage combined single limit.

(c) <u>Other Insurance</u>

i. Professional Liability – covering medical incidents during the Agreement period and providing the following coverage and endorsement:

1. Limits of not less than $1,000,000 per occurrence, 3,000,000 aggregate for YesCare's employees including nurses, medical technicians, other medical or professional staff and employees acting under the control or supervision of YesCare for any act or omission in the furnishing of medical services.

10.2 Indemnity. YesCare hereby indemnifies and holds the Division harmless up to the limits of YesCare' applicable insurance policy, from and against any claims against the Division proximately caused by negligence in treatment rendered by YesCare personnel; provided, however, that YesCare will not be responsible for any claim arising out of the Division or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by YesCare or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to YesCare for service; or (iii) own acts or omissions, including negligence or willful misconduct. The Division agrees to notify YesCare's Legal Department in writing within thirty (30) days after the Division has received written notice of a claim. YesCare' indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to YesCare. YesCare shall have the right to control the defense and/or settlement of the claim.

10.3 Limitation of Liability. The Parties to this Agreement both acknowledge that YesCare is providing the services contemplated hereunder as a corporation primarily acting as an instrumentality of the Division; consequently, any and all statutory, common law or legislative limitations on the liability of instrumentalities of the Division are applicable to YesCare.

ARTICLE XI: MISCELLANEOUS.

11.1 Independent Contractor Status. The Division expressly acknowledges that, other than set forth in Section 10.3, YesCare is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Division to exercise control or direction over the manner or method by which YesCare or its subcontractors perform hereunder.

11.2 Assignment. YesCare shall not assign this Agreement to any other corporation without the express written consent of the Division, which consent shall not be unreasonably withheld. The Division and YesCare each bind itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

11.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the Parties:

(a) **Division:**

Lexington-Fayette Urban County Government Division
of Community Corrections
600 Old Frankfort Pike
Lexington, KY 40510

Attention: Director

(b) **YesCare:**
CHS TX, Inc. d/b/a YesCare
205 Powell Place
Brentwood, TN 37027
Attention: Chief Legal Officer

11.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Kentucky.

11.5 Entire Agreement. This Agreement, along with Exhibits referenced in Section 1.2 constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

11.6 Order of Precedence. If there is any conflict between this Agreement and the Exhibits, the terms of the Agreement shall govern. If there is any conflict among the Exhibits, the following shall determine order of precedence among the Exhibits, with the first listed exhibit prevailing:

Exhibit F: Final YesCare Cost Table and Staffing Plan

Exhibits A and B: The Division's RFP #10-2024 and #11-2024

Exhibit C: Certificates of Insurance

Exhibit D and E: YesCare's Proposal to RFP #10-2024 and #11-2024

11.7 Modification. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

11.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.9 Force Majeure. YesCare shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, labor shortages, inmate disturbances, lack of the Division's financial or physical resources, failure of the Division to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of one or both of the Parties.

11.10 Changes in Scope. Should any of the following occur:

a) any applicable law, statute, rule regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the Division or its respective officers or agents) be adopted, implemented, amended, or changed; or if

b) any mandated community or contemporary standard of care or treatment protocol changes or evolves in any material respect, or if any mandated medication or therapy is introduced to treat any illness, disease or condition, which may result in a more expensive treatment; or if

c) any of the cost or historical information upon which YesCare based its Proposal proves to be inaccurate or incomplete, including any facility additions or closures;

and if any such change as described in sub-section (a), (b), or (c) materially affects the cost to YesCare of providing healthcare services or impacts the scope of services or staffing hereunder, YesCare and the Division agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith

within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change if anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either the Division or YesCare may terminate this Agreement with sixty (60) days' notice.

11.11 Intellectual Property. YesCare anticipates that it will use its existing proprietary intellectual property, including but not limited to, systems and processes, policies and procedures, pathways, protocols, manuals, computer software, etc. (collectively the "Background IP"), as well as third-party software, to assist in performing the services required under this Contract.

YesCare's Background IP was developed over time and not solely for the Division or this project. YesCare is willing to share its Background IP for purposes of its performance of this Contract and to that extent, YesCare will provide the Division with a license to use these products and services, subject to certain terms and conditions. However, because the Background IP involves prior ownership by YesCare and in some cases, its suppliers, YesCare is unable to transfer all rights, title and interest in its intellectual property to the Division.

Any improvements or changes that YesCare makes to its Background IP during the performance of this Contract are not deliverables under this Contract, will not be deemed to be created for this project, and will not be deemed "works for hire", but rather such improvements and changes will become part of YesCare's Background IP. YesCare will not be deemed to have granted the Division any right, title or interest in or to any of YesCare's Background IP unless expressly agreed to otherwise between the Division and YesCare.

11.12 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year first above written.

Lexington-Fayette Urban County Government, Division of Community Corrections

Attest:_____ By: _____

Title: _____

CHS TX, Inc. d/b/a YesCare

Attest:_____ By: _____

Title: _____

Appendix A – Limited Distribution Drugs

LIMITED DISTRIBUTION DRUGS
December 2023

ACTEMRA SQ	CARGLUMIC ACID	ESPEROCT	JAKAFI	MIRCERA
ACTHAR	CARVYKTI	EVKEEZA	JAVYGTOR	MIRENA
ACTIMMUNE	CAYSTON	EVOMELA	JAYPIRCA	MYALEPT
ADBRY	CEPROTIN	EVRYSDI	JETREA	MYCAPSSA
ADCETRIS	CERDELGA	EXJADE	JOENJA	MYLOTARG
ADEMPAS	CEREZYME	EXKIVITY	JUXTAPID	MYOZYME
ADUHELM	CHEMET	EXONDYS 51	JYNARQUE	NAGLAZYME
AFINITOR	CHENODAL	EXSERVAN	KADCYLA	NATPARA
AFSTYLA	CHOLBAM	EYLEA	KALBITOR	NERLYNX
ALDURAZYME	CIBINQO	FABRAZYME	KALYDECO	NEXAVAR
ALECENSA	CINQAIR	FARYDAK	KANUMA	NEXPLANON
ALFERON N	CINRYZE	FASENRA	KESIMPTA	NEXVIAZYME
ALPHANATE	COAGADEX	FASLODEX	KEVEYIS	NINLARO
ALPROLIX	COMETRIQ	FENSOLVI	KEVZARA	NITISINONE
ALTUVIIIO	COPIKTRA	FILSPARI	KEYTRUDA	NITYR
ALUNBRIG	CORIFACT	FINTEPLA	KIMMTRAK	NOURIANZ
ALYQ	COSENTYX	FIRDAPSE	KINERET	NOVOSEVEN RT
AMBRISENTAN	COTELLIC	FOTIVDA	KITABIS	NPLATE
AMONDYS 45	CRYSVITA	FLOLAN	KORLYM	NUBEQA
AMVUTTRA	CUPRIMINE	FUROSCIX	KOSELUGO	NUCALA POWDER
APOKYN	CUVRIOR	FYARRO	KRAZATI	NUCALA SQ
APOMORPHINE	CYRAMZA	GALAFOLD	KRYSTEXXA	NULIBRY
APRETUDE	CYSTADANE	GAMIFANT	KYLEENA	NUPLAZID
ARALAST NP	CYSTADROPS	GATTEX	KYPROLIS	NUWIQ
ARCALYST	CYSTAGON	GAVRETO	KUVAN	NUZYRA
ARESTIN	CYSTARAN	GAZYVA	LAPATINIB	OBIZUR
ARIKAYCE	DANYELZA	GILOTRIF	LAMZEDE	OCALIVA
ARZERRA	DARAPRIM	GIVLAARI	LEMTRADA	OCREVUS
ASPARLAS	DARZALEX	GLASSIA	LENALIDOMIDE	ODOMZO
AUBAGIO	DARZALEX FASPRO	HAEGARDA	LENVIMA	OFEV
AVASTIN	DAURISMO	HEMGENIX	LEQEMBI	OLUMIANT
AVEED	DAYBUE	HEMLIBRA	LETAIRIS	ONCASPAR
AYVAKIT	DEFITELIO	HERCEPTIN	LIBTAYO	ONIVYDE
BALVERSA	DEPEN	HETLIOZ	LILETTA	ONPATTRO
BAVENCIO	DIACOMIT	HIZENTRA	LIORESAL INT INJ	ONUREG
BELEODAQ	DOJOLVI	HYCAMTIN	LIQREV	OPDIVO
BENDEKA	DOPTELET	HYFTOR	LIVMARLI	OPDUALAG
BENLYSTA	DUOPA	HYQVIA	LIVTENCITY	OPSUMIT
BENLYSTA SC	DURYSTA	IBRANCE	LONSURF	ORENITRAM
BERINERT	DYSPORT	ICLUSIG	LORBRENA	ORFADIN
BESPONSA	EGRIFTA	IDHIFA	LUCENTIS	ORGOVYX
BESREMI SC	ELAHERE	ILARIS	LUMAKRAS	ORKAMBI
BETHKIS	ELAPRASE	ILUVIEN	LUMIZYME	ORLADEYO
BIVIGAM	ELELYSO	IMBRUVICA	LUMOXITI	ORSERDU
BLINCYTO	ELFABRIO	IMCIVREE	LUMRYZ	OTEZLA
BOSULIF	ELZONRIS	IMFINZI	LUNSUMIO	OXBRYTA
BRAFTOVI	EMFLAZA	IMJUDO	LUPKYNIS	OXERVATE
BRINEURA	EMPAVELI	IMLYGIC	LUXTURNA	OXLUMO
BRIUMVI	EMPLICITI	IMPAVIDO	LYNPARZA	OZURDEX
BRONCHITOL	ENDARI	INBRIJA	LYSODREN	PADCEV
BRUKINSA	ENHERTU	INCRELEX	LYTGOBI	PALFORZIA
BUPHENYL	ENJAYMO	INGREZZA	MACI	PALYNZIQ
BYLVAY	ENSPRYNG	INLYTA	MACUGEN	PARAGARD
BYOOVIZ	EPIDIOLEX	INQOVI	MAKENA	PEMAZYRE
CABENUVA	EPKINLY	INREBIC	MATULANE	PENICILLAMINE CAP
CABLIVI	EPOPROSTENOL	INTRON A	MAVENCLAD	PENICILLAMINE TAB
CABOMETYX	ERGOMAR	IRESSA	MAYZENT	PERJETA
CALQUENCE	ERIVEDGE	ISTODAX	MEKINIST	PHEBURANE
CAMZYOS	ERLEADA	ISTURISA	MEKTOVI	PHESGO
CAPRELSA	ERLOTINIB	IXINITY	MEPSEVI	PHOSPHOLINE IODIDE
CARBAGLU	ESBRIET	JADENU	METOPIRONE	PIPERACILLIN/TAZOBACTAM

LIMITED DISTRIBUTION DRUGS
December 2023

PIRFENIDONE
PLEGRIDY
POLIVY
POMALYST
PONVORY
PORTRAZZA
POTELIGEO
PROCYSBI
PROLASTIN-C
PROMACTA
PROVENGE
PURIXAN
PYRUKYND
QALSODY
QINLOCK
QUTENZA
RADICAVA INJ
RADICAVA ORAL SOLUTION
RAVICTI
REBINYN
REBYOTA
RELYVRIO
REMODULIN
RENFLEXIS
RETEVMO
RETISERT
REVCOVI
REVLIMID
REZLIDHIA
REZUROCK
RIASTAP
RINVOQ
RITUXAN
RITUXAN HYCELA
ROZLYTREK
RUBRACA
RUCONEST
RUZURGI
RYPLAZIM
SABRIL
SAJAZIR
SAPHNELO
SARCLISA
SCEMBLIX
SEROSTIM
SEVENFACT
SIGNIFOR
SIGNIFOR LAR
SILIQ
SIMPONI ARIA
SINUVA
SIRTURO
SKYCLARYS
SKYLA
SKYSONA
SOLIRIS
SOMATULINE DEPOT
SOMAVERT
SORAFENIB
SOTYKTU
SPEVIGO
SPINRAZA
SPRAVATO
STIVARGA
STRENSIQ
SUBLOCADE
SUCRAID
SUNLENCA
SUPPRELIN LA
SUTENT
SYFOVRE
SYLVANT
SYMDEKO
SYNAGIS
SYNAREL
SYNRIBO
TAFINLAR
TAGRISSO
TAKHZYRO
TALTZ
TALZENNA
TARCEVA
TARPEYO
TASCENSO ODT 0.25MG
TAVALISSE
TAVNEOS
TAZVERIK
TECENTRIQ
TEGSEDI
TEPEZZA
TEPMETKO
TESTOPEL
TEZSPIRE
THALOMID
THIOLA
THIOLA EC
THYROGEN
TIBSOVO
TIGLUTIK
TIOPRONIN
TIVDAK
TOBI PODHALER
TRACLEER
TRETTEN
TRIKAFTA
TRIPTODUR
TROGARZO
TRUSELTIQ
TUKYSA
TURALIO
TYKERB
TYMLOS
TYSABRI
TYVASO
TYVASO INHALATION
TZIELD
ULTOMIRIS
UPLIZNA
UPTRAVI
VABYSMO
VALCHLOR
VALSTAR
VARUBI TAB
VELCADE
VELETRI
VENCLEXTA
VENTAVIS
VERZENIO
VIGABATRIN
VIJOICE
VILTEPSO
VIMIZIM
VISTOGARD
VISUDYNE
VITRAKVI
VIZIMPRO
VONJO
VOWST
VOXZOGO
VPRIV
VUMERITY
VYEPTI
VYJUVEK
VYONDYS 53
VYVGART
WAKIX
WELIREG
XALKORI
XENLETA TABLET
XENLETA INJECTION
XENPOZYME
XEOMIN
XERMELO
XIAFLEX
XOFIGO
XOLAIR
XOLAIR PF SYRINGE
XOSPATA
XPOVIO
XTANDI
XURIDEN
XYREM
XYWAV
YONDELIS
YCANTH
YERVOY
YONSA
ZAVESCA
ZEJULA
ZELBORAF
ZEMAIRA
ZEPOSIA
ZILRETTA
ZOKINVY
ZOLGENSMA
ZOLINZA
ZOSYN
ZTALMY
ZYDELIG
ZYKADIA
ZYNLONTA
ZYNTEGLO
ZYTIGA

Appendix A will be updated from time to time based on pharmaceutical industry changes. YesCare will provide written notification to the Division with updated information electronically. Such information will be utilized for billing purposes without necessitation of formal contract amendment.

Appendix B – Staff Vacancy Rates

Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant	40	1.00	$ 24.97	$ 4.49	$ 29.46
ACA Coordinator	40	1.00	$ 24.83	$ 4.47	$ 29.30
Certified Nursing Assistant	40	1.00	$ 22.78	$ 4.10	$ 26.88
Director of Nursing	40	1.00	$ 55.00	$ 7.70	$ 62.70
Health Services Administrator	40	1.00	$ 60.14	$ 8.42	$ 68.56
Licensed Practical Nurse	712	17.80	$ 34.68	$ 4.86	$ 39.54
Medical Records Clerk	40	1.00	$ 22.36	$ 4.02	$ 26.38
Midlevel Practitioner	40	1.00	$ 68.72	$ 8.25	$ 76.97
Medical Director	40	1.00	$ 142.81	$ 11.42	$ 154.23
Registered Nurse	416	10.40	$ 44.95	$ 6.29	$ 51.24
MAT Program Coordinator	40	1.00	$ 44.95	$ 6.29	$ 51.24
Registered Nurse - MAT	88	3.20	$ 44.95	$ 6.29	$ 51.24
Registered Nurse - Education	40	1.00	$ 44.95	$ 6.29	$ 51.24
Certified NA - Telehealth	40	1.00	$ 22.78	$ 4.10	$ 26.88
Certified NA - MAT	80	2.00	$ 22.78	$ 4.10	$ 26.88
Dental Assistant	20	0.50	$ 22.87	$ 2.29	$ 25.16
Dentist	20	0.50	$ 116.58	$ 11.66	$ 128.24
Behavioral Health Director	40	1.00	$ 50.00	$ 7.00	$ 57.00
Behavioral Health Technician	56	1.40	$ 24.00	$ 4.32	$ 28.32
Licensed Alcohol Drug Addiction Counselor	40	1.00	$ 36.00	$ 5.76	$ 41.76
Licensed Mental Health Professional	232	5.80	$ 42.00	$ 5.88	$ 47.88
Psychologist/ Court Liaison	40	1.00	$ 72.00	$ 8.64	$ 80.64
Re-entry Coordinator / Court Liaison	40	1.00	$ 42.00	$ 5.88	$ 47.88
Midlevel Practitioner - MH	40	1.00	$ 78.00	$ 9.36	$ 87.36
Psychiatrist	8	0.20	$ 200.00	$ 16.00	$ 216.00
Licensed Practical Nurse - MH	40	1.00	$ 34.68	$ 4.86	$ 39.54
Total	**2,312**	**58.80**			

Competency Restoration Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant*	40	1.00	$ 24.97	$ 4.49	$ 29.46
Behavioral Health Tech - Forensic*	20	0.50	$ 24.00	$ 4.32	$ 28.32
Licensed Mental Health Professional*	40	1.00	$ 42.00	$ 5.88	$ 47.88
Behavioral Health Program Manager*	40	1.00	$ 72.00	$ 10.08	$ 82.08
Behavioral Health Registered Nurse*	20	0.50	$ 44.95	$ 6.29	$ 51.24
Psychiatrist - Forensic*	40	1.00	$ 225.00	$ 18.00	$ 243.00
Total	**200**	**5.00**			

** Contract Year Two*

HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CHS TX, INC. d/b/a YESCARE

THIS AGREEMENT, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is executed as of the 1st day of July 1, 2024 (the "Effective Date").

WITNESSETH:

WHEREAS, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

WHEREAS, the objective of the Division is to provide for the delivery of quality health care to inmates in accordance with applicable law; and

WHEREAS, the Division desires to enter into a comprehensive health care services agreement with YesCare to promote this objective; and

WHEREAS, YesCare provides correctional health care staffing and services and desires to provide such staffing and services for the Division under the terms and conditions of this Health Services Agreement (the "Agreement").

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. The Division hereby engages YesCare to provide and to arrange to provide for the delivery of reasonable and necessary medical, behavioral and dental care to individuals under the custody and control of the Division and sentenced to and incarcerated at the Facility ("Inmates"), and YesCare hereby accepts such engagement according to the terms and provisions hereof. YesCare understands and agrees that it will only be financially responsible for the on-site, off-site and emergency care that YesCare and its providers have ordered and coordinated.

1.2 Scope of Services. YesCare will provide on a regular basis professional medical, behavioral health, nursing, dental and related health care and administrative services for the Inmates, including a program for a thorough and complete health care screening at intake of Inmates upon arrival at the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, hospitalization, medical specialty services, including chronic care and infection control, emergency medical care, telehealth services, addiction medicine services, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described hereinafter and as defined in the Division's RFP #10-2024 Offender Health Care Services for Community Corrections (Exhibit A), the Division's RFP #11-2024 Inmate Mental Health Services (Exhibit B), Certificates of Insurance (Exhibit C), YesCare's Proposal to RFP #10-2024 dated (Exhibit D), YesCare's Proposal to RFP #11-2024 dated (Exhibit E) and YesCare's Final Cost Table and Staffing Plan (Exhibit F).

The parties have agreed to combine RFP #10-2024 and RFP #11-2024 as well as YesCare's corresponding bid responses outlined above into one comprehensive contract. The terms, conditions and obligations of the RFP issued by the Division and YesCare's Proposal to the Division are hereby incorporated by reference and made a part of this Agreement as if fully set out herein.

However, the parties acknowledge and agree that performance indicators outlined in RFP #10-2024, Section 4 and RFP #11-2024, Section 3, for any the performance standards in Section 1.17 and for any mental health staffing shortages shall have a two (2) month grace period from the start date of the contract before any fines or penalties may be imposed.

1.3 Specialty Services. YesCare will provide specialty services (e.g. specialty physicians, radiology services, laboratory services, etc.) on site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, YesCare will make appropriate off-site arrangements for the rendering of such care. YesCare shall be financially responsible for such care provided on site or off-site subject to the provisions of the Aggregate Cap as outlined in Section 1.16 and Article IX.

1.4 Emergency Services. YesCare will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. YesCare will provide and be financially responsible subject to the provisions of the Aggregate Cap for ambulance services for emergency circumstances involving Inmates. Routine transfers will be the financial responsibility of the Division in regard to off-site non-emergency medical treatment. YesCare will provide

emergency medical response to Inmates, visitors, and Facility staff as necessary and appropriate on site.

1.5 Competency and Restoration. YesCare agrees to develop, manage and supervise a comprehensive competency and restoration program to be implemented on or after July 1, 2025, for to up to an average of fifteen (15) eligible patients at any given time.

1.6 Hospitalization Services. YesCare will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and YesCare will bear the costs thereof, subject to the provisions of the Aggregate Cap.

1.7 Biohazardous Waste. YesCare will be operationally and financially responsible for the management and removal of all medically generated biohazardous waste.

1.8 Infant Care. YesCare will provide health services to any pregnant Inmate, subject to the provisions of the Aggregate Cap. However, any health care services provided to an infant following birth will be the responsibility of the Division.

1.9 Blood Draw Services. YesCare will perform on-site blood drawing services on individuals who have been presented to YesCare at the Facility as arrested for driving under the influence (DUI). Consistent with NCCHC standards, YesCare staff will perform such blood draws only with the individual's written consent.

1.10 Addiction Medicine ("MAT") Services. YesCare's MAT program will support up to one hundred (100) enrollees on a continual basis. If additional patients require MAT services above the one hundred (100) enrollee average per month for two consecutive months, the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

1.11 Pharmaceutical Services. Medications prescribed for any inmate that are currently maintained on-site in stock medication form will be made available within eight (8) hours of the order being written. Non-formulary and patient specific prescriptions will be made available to the inmate on the next business day, Monday through Friday. If clinically indicated, YesCare will utilize a back-up pharmacy for urgent or emergent medications are needed on weekends and/or holidays. YesCare will be responsible for the cost of all medications, except for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs including the associated charges to package and deliver medication to the Facility. YesCare will bill the Division with its actual acquisition cost for all HIV,

HCV medications and Factors VIII products, MAT and approved limited distribution drugs provided at the facility. Further, YesCare will provide a monthly report for billable pharmaceuticals HIV, HCV, Factor products, MAT, and the approved limited distribution drugs (in Appendix A, which may be updated by YesCare on a quarterly basis).

YesCare will continue to manage and participate in its current 340B program for HIV medications to ensure continuity of care.

YesCare will take returns for all pharmaceuticals from the Division based upon Federal, State, and Local laws and regulations. Credit for returned medications will be given to the Division for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs in accordance with these guidelines, as well as YesCare's standards for return and reuse of medications. YesCare will issue credit for the quantities returned for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs at the base price originally charged to the Division.

Other than HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs, inasmuch as YesCare bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by YesCare or its pharmacy vendor will remain the property of YesCare and/or its pharmacy vendor. Discounts and rebates for HCV and HIV medications, Factor products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs will be passed along to the Division based upon the Division's net utilization as a percentage of total utilization generating the discount or rebate.

1.12 Elective Medical Care. YesCare will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of YesCare's Medical Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.

1.13 Health Care Services to Visitors and Staff. YesCare shall provide emergency medical treatment to visitors or Facility staff as necessary and appropriate on-site.

1.14 Transportation Services. To the extent any Inmate, requires off-site health care treatment (e.g. emergency care, hospitalization, specialty services, etc.), the Division will provide appropriate transportation services as requested by YesCare and the Division will be financially responsible for those transportation services.

1.15 Unauthorized Absence and Pre-Booking Injuries. To the extent possible and medically appropriate, YesCare agrees to render on-site medical services to Inmates for injuries incurred prior to incarceration. In no event, however, shall YesCare be liable for or responsible for the payment of:

(a) any claim, liability, cost or expense for off-site hospitalization or specialty services arising or incurred at any time in connection with treatment of any Inmate's injury if such injury occurred (i) during any period prior to the Inmate's incarceration or (ii) while the Inmate was away from the Facility during an unauthorized absence such as an escape status, exceptions would be in the case of school or work release, community service, or judicial pass, for reasons other than health care prescribed by YesCare employees or contractors; or

(b) any claim, liability or cost for off-site hospitalization or specialty services arising out of the Division's, or any of their respective employees, officers, agents or subcontractors (i) preventing any Inmate from receiving medical care ordered by YesCare employees or contractors, (ii) failure to exercise good judgment in promptly presenting any ill or injured Inmate for treatment by YesCare employees or contractors, or (iii) own acts or omissions, including acts of negligence or willful misconduct.

YesCare understands and agrees that once an inmate has been accepted and has been booked into the jail, YesCare accepts responsibility for the provision of health care services, subject to the provisions of the Aggregate Cap.

1.16 Aggregate Cap for Off- Site & Contracted Services. YesCare will be responsible for payment of all contracted services up to an annual aggregate total of $600,000. Should the amount incurred be less than $600,000, YesCare will refund the Division an amount equal to $600,000 less the cost of contracted services. Amounts paid over $600,000 the Division will be responsible for all costs.

The following costs are considered contracted medical costs and will be included in the annual aggregate cap calculations:

- Emergency room visits
- Ambulance services, including air ambulance
- Off-site physician fees, including those provided by telemedicine
- Off-site dental fees

- Diagnostic services (off-site) including laboratory and radiology services
- Dialysis services (including required medications)
- Physical and occupational therapy for both on and off-site services
- Optometry and audiology services
- Outpatient procedures and surgeries
- Inpatient hospitalization (medical, surgical, dental, and mental health)
- Ancillary hospital services
- Hospice and long-term care / skilled nursing care facilities
- On-site specialist fees (positions not identified in the staffing plan)
- Network premiums, administrative fees, third party scrubbing and repricing fees
- Non-emergency transportation
- Patient specific prosthetics, orthotics, and other durable medical equipment with a unit cost of $1,000 or greater.

YesCare will supply a comprehensive accounting of all contracted medical services to the Division on a monthly basis. YesCare will invoice the Division on a monthly basis for the balance of total claims paid above the annual threshold, less previous amounts billed to the Division. YesCare understands that all offsite services provided under this agreement will be reimbursed at amounts that do not exceed rates offered under Kentucky Medical Assistance Program (KMAP). YesCare will provide the Division with documentation on a monthly basis that supports the payments made to offsite providers. YesCare will apply its 365-day timely filing policy to claims submitted relating to Division inmates.

At the end of each contract period, YesCare will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. YesCare will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the Division 210 days after the end of the contract period. In the event YesCare receives a request for claims reimbursement after the final billing/credit for an expired contract period, such claims will be charged to the next contract period, provided the request for claims reimbursement complies with YesCare's 365 day timely filing policy, or is documented as is in the appeals process. Upon the final expiration, or early termination of the Agreement, any claims identified after the final reconciliation will be returned to the off-site provider unpaid.

1.17 Performance Penalties. The Division may impose the following performance penalties:

- If YesCare does not complete an intake within four (4) hours after YesCare receives the patient, the Division may impose a penalty of $200 for each late intake.

- If YesCare does not complete an initial health assessment within fourteen (14) days of YesCare receiving the patient, the Division may impose a penalty of $200 for each late health assessment.

ARTICLE II: PERSONNEL.

2.1 Staffing. YesCare will provide the administrative, medical, nursing and support personnel for the rendering of health care services based upon the following ADP levels:

(a) Up to 1,280 offenders

Staffing Plan

Lexington / Fayette Urban County Government

POSITION	Hrs/ Wk	FTEs
Day Shift		
Health Services Administrator	40	1.00
ACA Coordinator	40	1.00
Administrative Assistant	40	1.00
Behavioral Health Director	40	1.00
Behavioral Health Licensed Practical Nurse	40	1.00
Behavioral Health Technician	56	1.40
Certified Nursing Assistant	40	1.00
Dental Assistant	20	0.50
Dentist	20	0.50
Director of Nursing	40	1.00
Licensed Alcohol Drug Addiction Counselor	40	1.00
Licensed Behavioral Health Professional	176	4.40
Licensed Practical Nurse	264	6.60
Medical Director	40	1.00
Medical Records Clerk	40	1.00
Midlevel Practitioner (NP / PA)	40	1.00
Midlevel Practitioner (NP / PA) - MH	40	1.00
Psychiatrist**	8	0.20
Psychologist	40	1.00
Re-entry Coordinator / Court Liaison	40	1.00
Registered Nurse	192	4.80
Registered Nurse - Education	40	1.00
MAT Program Coordinator	40	1.00
Registered Nurse - MAT	16	0.40
Evening Shift		
Certified Nursing Assistant - MAT	80	2.00
Certified Nursing Assistant - Telehealth	40	1.00
Licensed Mental Health Professional	56	1.40
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
Night Shift		
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
TOTAL HOURS/FTEs per week	**2,352**	**58.80**
Day Shift Total	**1,392**	**34.80**
Evening Shift Total	**568**	**14.20**
Night Shift Total	**392**	**9.80**

Staffing Plan - Beginning Contract Year 2

Lexington / Fayette Urban County Government
Competency Restoration Program - 15 Patients

POSITION	Hrs/ Wk	FTEs *
Day Shift		
Administrative Assistant	40	1.00
Behavioral Health Licensed Practical Nurse	20	0.50
Behavioral Health Program Manager	40	1.00
Licensed Behavioral Health Professional	40	1.00
Psychiatrist - Forensic	20	0.50
Behavioral Health Technician - Forensic	40	1.00
TOTAL HOURS/FTEs per week	**200**	**5.00**

** FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)*

(b) The staffing levels can be increased based upon patient acuity as well as population levels by mutual agreement of the Parties, documented via a contract amendment.

(c) YesCare shall provide adequate health care personnel to perform those services listed in this Agreement.

1. Minimum on-site coverage must include:

    a. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility Infirmary and the Facility Intake Area;

    b. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility medical and detoxification housing unit;

    c. Licensed medical services (physician) to support the above coverage.

(d) YesCare will provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to approval for employment, an applicant screening will be conducted, coordinated with the Division, to include fingerprints and background check.

i. Applicable licenses and/or certificates for all professional staff must be on file with YesCare and available to the Division prior to employment.

ii. Malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

(e) All employees of YesCare with inmate contact will adhere to:

i. The dress and appearance regulations of the Division, as they apply to employees wearing civilian clothing

ii. The security regulations of the Division, as they relate to care, custody and control of the inmate population.

(f) Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Division's Administrative Officer, Senior on a weekly basis, with updates regarding changes. YesCare will be required to demonstrate staffing by **post** using a duty roster by facility, each shift and signed by appointed supervisor to be submitted to the Division's Administrative Officer, Senior daily.

(g) YesCare will provide a credit to the Division for the actual cost (salary and fringe benefits per Appendix B) when total hours filled are less than total contract hours, per discipline, as agreed to on the negotiated contract monthly staffing plan. Hours in excess of the monthly contractual requirement for any discipline may be utilized for lower-level disciplines (i.e. RN cover LPN shortages, etc.).

Staffing reconciliation reports will be provided monthly to the Chief or Designee, due on the Monday after the 20th of the following month. Salary and Fringe Benefit rates (Appendix B) will be increased by 3.3% on July 1, 2025, and 2026, respectively. Additional renewal terms will increase Appendix B consistent with Section 9.2 of the Agreement.

(h) The Division reserves the right to search any person, property or article entering its facility.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by YesCare to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Kentucky law.

2.3 Division Satisfaction with Health Care Personnel. If the Division should become dissatisfied with any health care personnel provided by YesCare hereunder, YesCare, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from the Division of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom the Division has expressed its dissatisfaction. YesCare will be allowed a reasonable time prior to removal to find an acceptable replacement.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either YesCare or Division in the direct rendering of any health care services. Inmates may be used in certain janitorial positions not involving the rendering of health care services directly to Inmates as the Parties may mutually agree. At no time may an inmate be engaged in a position that would provide him or her access to medical records.

2.5 Discrimination. YesCare will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, YesCare will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age, or sex.

ARTICLE III: ACCREDITATION.

3.1 Accreditation. YesCare understands that the Division intends to seek NCCHC accreditation during the term of this contract. Therefore, YesCare's services hereunder will be designed to meet the standards developed by ACA and NCCHC, and YesCare will cooperate fully with the Division to seek accreditation within eighteen (18) months from the effective date of this agreement, but will not bear any financial responsibility for any accreditation fees.

ARTICLE IV: EDUCATION AND TRAINING.

4.1 Inmate and Staff Health Education. YesCare will conduct a health education program for Inmates and correctional officers at the Facility toward the objective of raising the level of Inmate health and health care, as requested.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records. YesCare will cause to be maintained a medical record for each Inmate who receives health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A complete copy of the applicable medical record will be available to accompany any Inmate who is transferred from the Facility to another location for off-site services. Medical records will be kept confidential. No information contained in the medical records will be released by YesCare except as provided by the Division's policy, by a court order, or otherwise in accordance with applicable law.

5.2 Inmate Health Insurance and Third-Party Reimbursement. YesCare will ascertain information regarding insurance status at first medical encounter with the inmate. Should an offender be covered by third party insurer, public or private, a note will be made to that effect on the chart. Should an offender need off-site care, those insured by a third party will have the name and policy number of the coverage identified on the off-site transfer papers. Included with each set of transfer papers will be a note to the provider requiring billing to be forwarded to the third-party provider, not to the Division or YesCare.

5.3 Inmate Information. In order to assist YesCare in providing the best possible health care services to Inmates, the Division will provide YesCare with information pertaining to Inmates that YesCare identifies as reasonable and necessary for YesCare adequately to perform its obligations hereunder.

5.4 YesCare Records Available to the Division with Limitations on Disclosure. YesCare will make available to the Division, at the Division's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that the Division understands that the systems, methods, procedures, written materials and other controls employed by YesCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of YesCare and may not, at any time, be used, distributed, copied or otherwise utilized by the Division, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by YesCare.

5.5 Division Records Available to YesCare with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Division will

provide YesCare, at YesCare' request, the Division's records relating to the provision of health care services to Inmates as may be requested by YesCare or as are pertinent to the investigation or defense of any claim related to YesCare' conduct. The Division will make available to YesCare such records as are maintained by the Division, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent the Division has any claim to those records) as YesCare may reasonably request consistent with applicable law; provided, however, that any such information released by the Division to YesCare that the Division considers confidential will be kept confidential by YesCare and will not, except as may be required by law, be distributed to any third party without prior written approval by the Division.

5.6 Administrative Reports. YesCare will provide the Division annual, monthly, and daily statistical reports as requested by the Division in the RFP in a form and format mutually agreed upon by the parties.

ARTICLE VI: SECURITY.

6.1 General. YesCare and the Division understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of YesCare, as well as for the security of Inmates and Facility staff. The Division will provide security services satisfactory to YesCare and sufficient to enable YesCare and its personnel safely to provide the health care services called for hereunder.

6.2 Transportation Off-Site. The Division will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE AND EQUIPMENT

7.1 Office Space and Support. The Division agrees to provide YesCare with office space, facilities, office furniture, utilities (including local telephone service), sufficient to enable YesCare to perform its obligations hereunder. YesCare will reimburse the Division for all long-distance telephone charges incurred.

7.2 IT Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of equipment and peripherals. Any equipment approved for replacement will be purchased by the Division. YesCare will issue a credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and equipment vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.3 Medical Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of medical equipment. The Division will collaborate with YesCare to procure appropriate equipment at the lowest cost, to be purchased by either party. YesCare will issue a separate invoice or credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.4 Delivery of Possession. The Division will deliver to YesCare on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Facility's health care unit that is the Division's property.

7.5 Supplies. YesCare warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable YesCare to perform its obligations hereunder.

7.6 General Services. The Division will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by the Division for other Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT.

8.1 Agreement Term. This Agreement will be effective as of 12:01 A.M. on July 1, 2024, for an initial term of three (3) years. This Agreement may be renewed for two (2) additional one-year extensions, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

8.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

(a) Termination by Agreement. In the event the Division and YesCare mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

(b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been

cured within (30) thirty days following the giving of such notice in writing, the party giving notice shall have the right immediately to terminate this Agreement; provided, however, that the cure period shall be limited to (10) ten days if the default is failure by the Division to timely make any payments due YesCare hereunder.

(c) Termination by Either Party. Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days prior notice.

8.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, total responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off-site, will be transferred from YesCare to the Division.

ARTICLE IX: COMPENSATION.

9.1 Base Compensation. The Division will pay YesCare the sum of $10,278,132 for the first year of this Agreement for a daily average base inmate population between 1,180 and 1,380 inmates, payable in equal monthly installments of $856,511 per month. Compensation for the second year of this Agreement will be $11,408,844, payable in equal monthly installments of $950,737. Compensation for the third year of this Agreement will be $11,785,632, payable in equal monthly installments of $982,136.

YesCare will bill the Division on or before the first day of the month for which services will be rendered, and the Division agrees to pay YesCare within thirty (30) days of invoice receipt. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to YesCare will be pro-rated accordingly for the shortened month.

9.2 Renewal Terms. Annual price adjustments to the base compensation after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the base compensation applicable for the preceding year.

9.3 Changes in Inmate Population. When the population exceeds 1,380, a per diem rate of $1.27 will be applied to the monthly base compensation for each inmate in excess of the daily base population of 1,380. A separate invoice for the per diem rate for

population above 1,380 will be submitted to the Division within fifteen days of receipt of the base population from the Division. Payment will be made by the Division within thirty days of receipt of the invoice. When the population is below 1,180, a per diem rate of $1.27 will be credited to the monthly base compensation for each inmate below the daily base population of 1,180. A separate credit memo for the per diem credit will be submitted to the Division within fifteen days of receipt of the base population from the Division. The credit can be applied to the next scheduled payment to YesCare.

The per diem rates for contract year two will be $1.31 and contract year three will be $1.36. These rates will be applied when the population exceeds 1,380 or falls below 1,180.

9.4 Per diem adjustments for Inmate Population for Renewal Terms. Annual price adjustments to the variable per diem after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the per diem applicable for the preceding year.

ARTICLE X: LIABILITY AND RISK MANAGEMENT.

10.1 Insurance. YesCare shall not commence any work in connection with this Agreement until all the following types of insurance and such insurance have been obtained and approved by the Division, nor shall YesCare allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the Commonwealth of Kentucky.

(a) Worker's Compensation Insurance

i. YesCare shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, YesCare shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's employees unless such employees are covered by the protection afforded by YesCare.

ii. Such insurance shall comply fully with the Kentucky Worker's Compensation Law.

1. In case any hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, YesCare shall provide, and cause

each subcontractor to provide adequate insurance, satisfactory to the Division, for the protection of employees not otherwise protected.

iii. Worker's Compensation shall be provided as required by the Kentucky Revised Statutes, and Employer's Liability in the amount of $100,000.

1. YesCare shall waive all rights of subrogation against the Division for losses arising from work performed by YesCare for the Division.

2. Coverage shall not be suspended or reduced in limits during the Agreement period.

(b) YesCare's Public Liability and Property Damage Insurance

i. YesCare shall take out and maintain during the life of this Agreement, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by YesCare or by anyone directly or indirectly employed by YesCare.

ii. The amounts of such insurance shall be the minimum limits as follows:

1. Comprehensive General – $300,000 bodily injury and property Liability damage combined single limit.

2. Automobile – $300,000 bodily injury and property damage combined single limit.

(c) Other Insurance

i. Professional Liability – covering medical incidents during the Agreement period and providing the following coverage and endorsement:

1. Limits of not less than $1,000,000 per occurrence, 3,000,000 aggregate for YesCare's employees including nurses, medical technicians, other medical or professional staff and employees acting under the control or supervision of YesCare for any act or omission in the furnishing of medical services.

10.2 Indemnity. YesCare hereby indemnifies and holds the Division harmless up to the limits of YesCare' applicable insurance policy, from and against any claims against the Division proximately caused by negligence in treatment rendered by YesCare personnel; provided, however, that YesCare will not be responsible for any claim arising out of the Division or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by YesCare or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to YesCare for service; or (iii) own acts or omissions, including negligence or willful misconduct. The Division agrees to notify YesCare's Legal Department in writing within thirty (30) days after the Division has received written notice of a claim. YesCare' indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to YesCare. YesCare shall have the right to control the defense and/or settlement of the claim.

10.3 Limitation of Liability. The Parties to this Agreement both acknowledge that YesCare is providing the services contemplated hereunder as a corporation primarily acting as an instrumentality of the Division; consequently, any and all statutory, common law or legislative limitations on the liability of instrumentalities of the Division are applicable to YesCare.

ARTICLE XI: MISCELLANEOUS.

11.1 Independent Contractor Status. The Division expressly acknowledges that, other than set forth in Section 10.3, YesCare is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Division to exercise control or direction over the manner or method by which YesCare or its subcontractors perform hereunder.

11.2 Assignment. YesCare shall not assign this Agreement to any other corporation without the express written consent of the Division, which consent shall not be unreasonably withheld. The Division and YesCare each bind itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

11.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the Parties:

(a) **Division:**

Lexington-Fayette Urban County Government Division
of Community Corrections
600 Old Frankfort Pike
Lexington, KY 40510

Attention: Director

(b) **YesCare:**
CHS TX, Inc. d/b/a YesCare
205 Powell Place
Brentwood, TN 37027
Attention: Chief Legal Officer

11.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Kentucky.

11.5 Entire Agreement. This Agreement, along with Exhibits referenced in Section 1.2 constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

11.6 Order of Precedence. If there is any conflict between this Agreement and the Exhibits, the terms of the Agreement shall govern. If there is any conflict among the Exhibits, the following shall determine order of precedence among the Exhibits, with the first listed exhibit prevailing:

Exhibit F: Final YesCare Cost Table and Staffing Plan

Exhibits A and B: The Division's RFP #10-2024 and #11-2024

Exhibit C: Certificates of Insurance

Exhibit D and E: YesCare's Proposal to RFP #10-2024 and #11-2024

11.7 Modification. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

11.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.9 Force Majeure. YesCare shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, labor shortages, inmate disturbances, lack of the Division's financial or physical resources, failure of the Division to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of one or both of the Parties.

11.10 Changes in Scope. Should any of the following occur:

a) any applicable law, statute, rule regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the Division or its respective officers or agents) be adopted, implemented, amended, or changed; or if

b) any mandated community or contemporary standard of care or treatment protocol changes or evolves in any material respect, or if any mandated medication or therapy is introduced to treat any illness, disease or condition, which may result in a more expensive treatment; or if

c) any of the cost or historical information upon which YesCare based its Proposal proves to be inaccurate or incomplete, including any facility additions or closures;

and if any such change as described in sub-section (a), (b), or (c) materially affects the cost to YesCare of providing healthcare services or impacts the scope of services or staffing hereunder, YesCare and the Division agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith

within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change if anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either the Division or YesCare may terminate this Agreement with sixty (60) days' notice.

11.11 Intellectual Property. YesCare anticipates that it will use its existing proprietary intellectual property, including but not limited to, systems and processes, policies and procedures, pathways, protocols, manuals, computer software, etc. (collectively the "Background IP"), as well as third-party software, to assist in performing the services required under this Contract.

YesCare's Background IP was developed over time and not solely for the Division or this project. YesCare is willing to share its Background IP for purposes of its performance of this Contract and to that extent, YesCare will provide the Division with a license to use these products and services, subject to certain terms and conditions. However, because the Background IP involves prior ownership by YesCare and in some cases, its suppliers, YesCare is unable to transfer all rights, title and interest in its intellectual property to the Division.

Any improvements or changes that YesCare makes to its Background IP during the performance of this Contract are not deliverables under this Contract, will not be deemed to be created for this project, and will not be deemed "works for hire", but rather such improvements and changes will become part of YesCare's Background IP. YesCare will not be deemed to have granted the Division any right, title or interest in or to any of YesCare's Background IP unless expressly agreed to otherwise between the Division and YesCare.

11.12 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year first above written.

Lexington-Fayette Urban County Government, Division of Community Corrections

Attest:_____ By: _____

Title: _____

CHS TX, Inc. d/b/a YesCare

Attest: _____ By: _____

Title: CFO

Appendix A – Limited Distribution Drugs

LIMITED DISTRIBUTION DRUGS
December 2023

ACTEMRA SQ
ACTHAR
ACTIMMUNE
ADBRY
ADCETRIS
ADEMPAS
ADUHELM
AFINITOR
AFSTYLA
ALDURAZYME
ALECENSA
ALFERON N
ALPHANATE
ALPROLIX
ALTUVIIIO
ALUNBRIG
ALYQ
AMBRISENTAN
AMONDYS 45
AMVUTTRA
APOKYN
APOMORPHINE
APRETUDE
ARALAST NP
ARCALYST
ARESTIN
ARIKAYCE
ARZERRA
ASPARLAS
AUBAGIO
AVASTIN
AVEED
AYVAKIT
BALVERSA
BAVENCIO
BELEODAQ
BENDEKA
BENLYSTA
BENLYSTA SC
BERINERT
BESPONSA
BESREMI SC
BETHKIS
BIVIGAM
BLINCYTO
BOSULIF
BRAFTOVI
BRINEURA
BRIUMVI
BRONCHITOL
BRUKINSA
BUPHENYL
BYLVAY
BYOOVIZ
CABENUVA
CABLIVI
CABOMETYX
CALQUENCE
CAMZYOS
CAPRELSA
CARBAGLU
CARGLUMIC ACID
CARVYKTI
CAYSTON
CEPROTIN
CERDELGA
CEREZYME
CHEMET
CHENODAL
CHOLBAM
CIBINQO
CINQAIR
CINRYZE
COAGADEX
COMETRIQ
COPIKTRA
CORIFACT
COSENTYX
COTELLIC
CRYSVITA
CUPRIMINE
CUVRIOR
CYRAMZA
CYSTADANE
CYSTADROPS
CYSTAGON
CYSTARAN
DANYELZA
DARAPRIM
DARZALEX
DARZALEX FASPRO
DAURISMO
DAYBUE
DEFITELIO
DEPEN
DIACOMIT
DOJOLVI
DOPTELET
DUOPA
DURYSTA
DYSPORT
EGRIFTA
ELAHERE
ELAPRASE
ELELYSO
ELFABRIO
ELZONRIS
EMFLAZA
EMPAVELI
EMPLICITI
ENDARI
ENHERTU
ENJAYMO
ENSPRYNG
EPIDIOLEX
EPKINLY
EPOPROSTENOL
ERGOMAR
ERIVEDGE
ERLEADA
ERLOTINIB
ESBRIET
ESPEROCT
EVKEEZA
EVOMELA
EVRYSDI
EXJADE
EXKIVITY
EXONDYS 51
EXSERVAN
EYLEA
FABRAZYME
FARYDAK
FASENRA
FASLODEX
FENSOLVI
FILSPARI
FINTEPLA
FIRDAPSE
FOTIVDA
FLOLAN
FUROSCIX
FYARRO
GALAFOLD
GAMIFANT
GATTEX
GAVRETO
GAZYVA
GILOTRIF
GIVLAARI
GLASSIA
HAEGARDA
HEMGENIX
HEMLIBRA
HERCEPTIN
HETLIOZ
HIZENTRA
HYCAMTIN
HYFTOR
HYQVIA
IBRANCE
ICLUSIG
IDHIFA
ILARIS
ILUVIEN
IMBRUVICA
IMCIVREE
IMFINZI
IMLUDO
IMLYGIC
IMPAVIDO
INBRIJA
INCRELEX
INGREZZA
INLYTA
INQOVI
INREBIC
INTRON A
IRESSA
ISTODAX
ISTURISA
IXINITY
JADENU
JAKAFI
JAYMYGTOR
JAYPIRCA
JETREA
JOENJA
JUXTAPID
JYNARQUE
KADCYLA
KALBITOR
KALYDECO
KANUMA
KESIMPTA
KEVEYIS
KEVZARA
KEYTRUDA
KIMMTRAK
KINERET
KITABIS
KORLYM
KOSELUGO
KRAZATI
KRYSTEXXA
KYLEENA
KYPROLIS
KUVAN
LAPATINIB
LAMZEDE
LEMTRADA
LENALIDOMIDE
LENVIMA
LEQEMBI
LETAIRIS
LIBTAYO
LILETTA
LIORESAL INT INJ
LIQREV
LIVMARLI
LIVTENCITY
LONSURF
LORBRENA
LUCENTIS
LUMAKRAS
LUMIZYME
LUMOXITI
LUMRYZ
LUNSUMIO
LUPKYNIS
LUXTURNA
LYNPARZA
LYSODREN
LYTGOBI
MACI
MACUGEN
MAKENA
MATULANE
MAVENCLAD
MAYZENT
MEKINIST
MEKTOVI
MEPSEVI
METOPIRONE
MIRCERA
MIRENA
MYALEPT
MYCAPSSA
MYLOTARG
MYOZYME
NAGLAZYME
NATPARA
NERLYNX
NEXAVAR
NEXPLANON
NEXVIAZYME
NINLARO
NITISINONE
NITYR
NOURIANZ
NOVOSEVEN RT
NPLATE
NUBEQA
NUCALA POWDER
NUCALA SQ
NULIBRY
NUPLAZID
NUWIQ
NUZYRA
OBIZUR
OCALIVA
OCREVUS
ODOMZO
OFEV
OLUMIANT
ONCASPAR
ONIVYDE
ONPATTRO
ONUREG
OPDIVO
OPDUALAG
OPSUMIT
ORENITRAM
ORFADIN
ORGOVYX
ORKAMBI
ORLADEYO
ORSERDU
OTEZLA
OXBRYTA
OXERVATE
OXLUMO
OZURDEX
PADCEV
PALFORZIA
PALYNZIQ
PARAGARD
PEMAZYRE
PENICILLAMINE CAP
PENICILLAMINE TAB
PERJETA
PHEBURANE
PHESGO
PHOSPHOLINE IODIDE
PIPERACILLIN/TAZOBACTAM

LIMITED DISTRIBUTION DRUGS
December 2023

PIRFENIDONE
PLEGRIDY
POLIVY
POMALYST
PONVORY
PORTRAZZA
POTELIGEO
PROCYSBI
PROLASTIN-C
PROMACTA
PROVENGE
PURIXAN
PYRUKYND
QALSODY
QINLOCK
QUTENZA
RADICAVA INJ
RADICAVA ORAL SOLUTION
RAVICTI
REBINYN
REBYOTA
RELYVRIO
REMODULIN
RENFLEXIS
RETEVMO
RETISERT
REVCOVI
REVLIMID
REZLIDHIA
REZUROCK
RIASTAP
RINVOQ
RITUXAN
RITUXAN HYCELA
ROZLYTREK
RUBRACA
RUCONEST
RUZURGI
RYPLAZIM
SABRIL
SAJAZIR
SAPHNELO
SARCLISA
SCEMBLIX
SEROSTIM
SEVENFACT
SIGNIFOR
SIGNIFOR LAR
SILIQ
SIMPONI ARIA
SINUVA
SIRTURO
SKYCLARYS
SKYLA
SKYSONA
SOLIRIS
SOMATULINE DEPOT
SOMAVERT
SORAFENIB
SOTYKTU
SPEVIGO
SPINRAZA
SPRAVATO
STIVARGA
STRENSIQ
SUBLOCADE
SUCRAID
SUNLENCA
SUPPRELIN LA
SUTENT
SYFOVRE
SYLVANT
SYMDEKO
SYNAGIS
SYNAREL
SYNRIBO
TAFINLAR
TAGRISSO
TAKHZYRO
TALTZ
TALZENNA
TARCEVA
TARPEYO
TASCENSO ODT 0.25MG
TAVALISSE
TAVNEOS
TAZVERIK
TECENTRIQ
TEGSEDI
TEPEZZA
TEPMETKO
TESTOPEL
TEZSPIRE
THALOMID
THIOLA
THIOLA EC
THYROGEN
TIBSOVO
TIGLUTIK
TIOPRONIN
TIVDAK
TOBI PODHALER
TRACLEER
TRETTEN
TRIKAFTA
TRIPTODUR
TROGARZO
TRUSELTIQ
TUKYSA
TURALIO
TYKERB
TYMLOS
TYSABRI
TYVASO
TYVASO INHALATION
TZIELD
ULTOMIRIS
UPLIZNA
UPTRAVI
VABYSMO
VALCHLOR
VALSTAR
VARUBI TAB
VELCADE
VELETRI
VENCLEXTA
VENTAVIS
VERZENIO
VIGABATRIN
VIJOICE
VILTEPSO
VIMIZIM
VISTOGARD
VISUDYNE
VITRAKVI
VIZIMPRO
VONJO
VOWST
VOXZOGO
VPRIV
VUMERITY
VYEPTI
VYJUVEK
VYONDYS 53
VYVGART
WAKIX
WELIREG
XALKORI
XENLETA TABLET
XENLETA INJECTION
XENPOZYME
XEOMIN
XERMELO
XIAFLEX
XOFIGO
XOLAIR
XOLAIR PF SYRINGE
XOSPATA
XPOVIO
XTANDI
XURIDEN
XYREM
XYWAV
YONDELIS
YCANTH
YERVOY
YONSA
ZAVESCA
ZEJULA
ZELBORAF
ZEMAIRA
ZEPOSIA
ZILRETTA
ZOKINVY
ZOLGENSMA
ZOLINZA
ZOSYN
ZTALMY
ZYDELIG
ZYKADIA
ZYNLONTA
ZYNTEGLO
ZYTIGA

Appendix A will be updated from time to time based on pharmaceutical industry changes. YesCare will provide written notification to the Division with updated information electronically. Such information will be utilized for billing purposes without necessitation of formal contract amendment.

Appendix B – Staff Vacancy Rates

Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant	40	1.00	$ 24.97	$ 4.49	$ 29.46
ACA Coordinator	40	1.00	$ 24.83	$ 4.47	$ 29.30
Certified Nursing Assistant	40	1.00	$ 22.78	$ 4.10	$ 26.88
Director of Nursing	40	1.00	$ 55.00	$ 7.70	$ 62.70
Health Services Administrator	40	1.00	$ 60.14	$ 8.42	$ 68.56
Licensed Practical Nurse	712	17.80	$ 34.68	$ 4.86	$ 39.54
Medical Records Clerk	40	1.00	$ 22.36	$ 4.02	$ 26.38
Midlevel Practitioner	40	1.00	$ 68.72	$ 8.25	$ 76.97
Medical Director	40	1.00	$ 142.81	$ 11.42	$ 154.23
Registered Nurse	416	10.40	$ 44.95	$ 6.29	$ 51.24
MAT Program Coordinator	40	1.00	$ 44.95	$ 6.29	$ 51.24
Registered Nurse - MAT	88	3.20	$ 44.95	$ 6.29	$ 51.24
Registered Nurse - Education	40	1.00	$ 44.95	$ 6.29	$ 51.24
Certified NA - Telehealth	40	1.00	$ 22.78	$ 4.10	$ 26.88
Certified NA - MAT	80	2.00	$ 22.78	$ 4.10	$ 26.88
Dental Assistant	20	0.50	$ 22.87	$ 2.29	$ 25.16
Dentist	20	0.50	$ 116.58	$ 11.66	$ 128.24
Behavioral Health Director	40	1.00	$ 50.00	$ 7.00	$ 57.00
Behavioral Health Technician	56	1.40	$ 24.00	$ 4.32	$ 28.32
Licensed Alcohol Drug Addiction Counselor	40	1.00	$ 36.00	$ 5.76	$ 41.76
Licensed Mental Health Professional	232	5.80	$ 42.00	$ 5.88	$ 47.88
Psychologist/ Court Liaison	40	1.00	$ 72.00	$ 8.64	$ 80.64
Re-entry Coordinator / Court Liaison	40	1.00	$ 42.00	$ 5.88	$ 47.88
Midlevel Practitioner - MH	40	1.00	$ 78.00	$ 9.36	$ 87.36
Psychiatrist	8	0.20	$ 200.00	$ 16.00	$ 216.00
Licensed Practical Nurse - MH	40	1.00	$ 34.68	$ 4.86	$ 39.54
Total	**2,312**	**58.80**			

Competency Restoration Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant*	40	1.00	$ 24.97	$ 4.49	$ 29.46
Behavioral Health Tech - Forensic*	20	0.50	$ 24.00	$ 4.32	$ 28.32
Licensed Mental Health Professional*	40	1.00	$ 42.00	$ 5.88	$ 47.88
Behavioral Health Program Manager*	40	1.00	$ 72.00	$ 10.08	$ 82.08
Behavioral Health Registered Nurse*	20	0.50	$ 44.95	$ 6.29	$ 51.24
Psychiatrist - Forensic*	40	1.00	$ 225.00	$ 18.00	$ 243.00
Total	**200**	**5.00**			

** Contract Year Two*

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A HEALTH SERVICES AGREEMENT WITH CHS TX, Inc., D/B/A YESCARE, FOR THE PROVISION OF MEDICAL CARE AND MENTAL HEALTH SERVICES FOR THE OFFENDER POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS, AT A COST NOT TO EXCEED $10,278,132.00 IN FISCAL YEAR 2025.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Health Services Agreement, which is attached hereto and incorporated herein by reference, with CHS TX, Inc., d/b/a YesCare, for the provision of medical care and mental health services for the offender population at the Division of Community Corrections.

Section 2 - That an amount, not to exceed the sum of $10,278,132.00 in Fiscal Year 2025, be and hereby is approved for payment to CHS TX, Inc., d/b/a YesCare, from account #1101-505402-5421-71203, pursuant to the terms of the Health Services Agreement, and subject to the approval of a budget amendment merging account #1101-505402-5421-71203 and account #1101-505402-5421-71204.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0627-24/Corrections/Jason R/4883-6457-0825, v. 1

RESOLUTION NO. 332-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A HEALTH SERVICES AGREEMENT WITH CHS TX, Inc., D/B/A YESCARE, FOR THE PROVISION OF MEDICAL CARE AND MENTAL HEALTH SERVICES FOR THE OFFENDER POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS, AT A COST NOT TO EXCEED $10,278,132.00 IN FISCAL YEAR 2025.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Health Services Agreement, which is attached hereto and incorporated herein by reference, with CHS TX, Inc., d/b/a YesCare, for the provision of medical care and mental health services for the offender population at the Division of Community Corrections.

Section 2 - That an amount, not to exceed the sum of $10,278,132.00 in Fiscal Year 2025, be and hereby is approved for payment to CHS TX, Inc., d/b/a YesCare, from account #1101-505402-5421-71203, pursuant to the terms of the Health Services Agreement, and subject to the approval of a budget amendment merging account #1101-505402-5421-71203 and account #1101-505402-5421-71204.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0627-24/Corrections/Jason R/4883-6457-0825, v. 1

HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CHS TX, INC. d/b/a YESCARE

THIS AGREEMENT, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is executed as of the 1st day of July 1, 2024 (the "Effective Date").

WITNESSETH:

WHEREAS, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

WHEREAS, the objective of the Division is to provide for the delivery of quality health care to inmates in accordance with applicable law; and

WHEREAS, the Division desires to enter into a comprehensive health care services agreement with YesCare to promote this objective; and

WHEREAS, YesCare provides correctional health care staffing and services and desires to provide such staffing and services for the Division under the terms and conditions of this Health Services Agreement (the "Agreement").

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. The Division hereby engages YesCare to provide and to arrange to provide for the delivery of reasonable and necessary medical, behavioral and dental care to individuals under the custody and control of the Division and sentenced to and incarcerated at the Facility ("Inmates"), and YesCare hereby accepts such engagement according to the terms and provisions hereof. YesCare understands and agrees that it will only be financially responsible for the on-site, off-site and emergency care that YesCare and its providers have ordered and coordinated.

1.2 Scope of Services. YesCare will provide on a regular basis professional medical, behavioral health, nursing, dental and related health care and administrative services for the Inmates, including a program for a thorough and complete health care screening at intake of Inmates upon arrival at the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, hospitalization, medical specialty services, including chronic care and infection control, emergency medical care, telehealth services, addiction medicine services, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described hereinafter and as defined in the Division's RFP #10-2024 Offender Health Care Services for Community Corrections (Exhibit A), the Division's RFP #11-2024 Inmate Mental Health Services (Exhibit B), Certificates of Insurance (Exhibit C), YesCare's Proposal to RFP #10-2024 dated (Exhibit D), YesCare's Proposal to RFP #11-2024 dated (Exhibit E) and YesCare's Final Cost Table and Staffing Plan (Exhibit F).

The parties have agreed to combine RFP #10-2024 and RFP #11-2024 as well as YesCare's corresponding bid responses outlined above into one comprehensive contract. The terms, conditions and obligations of the RFP issued by the Division and YesCare's Proposal to the Division are hereby incorporated by reference and made a part of this Agreement as if fully set out herein.

However, the parties acknowledge and agree that performance indicators outlined in RFP #10-2024, Section 4 and RFP #11-2024, Section 3, for any the performance standards in Section 1.17 and for any mental health staffing shortages shall have a two (2) month grace period from the start date of the contract before any fines or penalties may be imposed.

1.3 Specialty Services. YesCare will provide specialty services (e.g. specialty physicians, radiology services, laboratory services, etc.) on site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, YesCare will make appropriate off-site arrangements for the rendering of such care. YesCare shall be financially responsible for such care provided on site or off-site subject to the provisions of the Aggregate Cap as outlined in Section 1.16 and Article IX.

1.4 Emergency Services. YesCare will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. YesCare will provide and be financially responsible subject to the provisions of the Aggregate Cap for ambulance services for emergency circumstances involving Inmates. Routine transfers will be the financial responsibility of the Division in regard to off-site non-emergency medical treatment. YesCare will provide

emergency medical response to Inmates, visitors, and Facility staff as necessary and appropriate on site.

1.5 Competency and Restoration. YesCare agrees to develop, manage and supervise a comprehensive competency and restoration program to be implemented on or after July 1, 2025, for to up to an average of fifteen (15) eligible patients at any given time.

1.6 Hospitalization Services. YesCare will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and YesCare will bear the costs thereof, subject to the provisions of the Aggregate Cap.

1.7 Biohazardous Waste. YesCare will be operationally and financially responsible for the management and removal of all medically generated biohazardous waste.

1.8 Infant Care. YesCare will provide health services to any pregnant Inmate, subject to the provisions of the Aggregate Cap. However, any health care services provided to an infant following birth will be the responsibility of the Division.

1.9 Blood Draw Services. YesCare will perform on-site blood drawing services on individuals who have been presented to YesCare at the Facility as arrested for driving under the influence (DUI). Consistent with NCCHC standards, YesCare staff will perform such blood draws only with the individual's written consent.

1.10 Addiction Medicine ("MAT") Services. YesCare's MAT program will support up to one hundred (100) enrollees on a continual basis. If additional patients require MAT services above the one hundred (100) enrollee average per month for two consecutive months, the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

1.11 Pharmaceutical Services. Medications prescribed for any inmate that are currently maintained on-site in stock medication form will be made available within eight (8) hours of the order being written. Non-formulary and patient specific prescriptions will be made available to the inmate on the next business day, Monday through Friday. If clinically indicated, YesCare will utilize a back-up pharmacy for urgent or emergent medications are needed on weekends and/or holidays. YesCare will be responsible for the cost of all medications, except for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs including the associated charges to package and deliver medication to the Facility. YesCare will bill the Division with its actual acquisition cost for all HIV,

HCV medications and Factors VIII products, MAT and approved limited distribution drugs provided at the facility. Further, YesCare will provide a monthly report for billable pharmaceuticals HIV, HCV, Factor products, MAT, and the approved limited distribution drugs (in Appendix A, which may be updated by YesCare on a quarterly basis).

YesCare will continue to manage and participate in its current 340B program for HIV medications to ensure continuity of care.

YesCare will take returns for all pharmaceuticals from the Division based upon Federal, State, and Local laws and regulations. Credit for returned medications will be given to the Division for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs in accordance with these guidelines, as well as YesCare's standards for return and reuse of medications. YesCare will issue credit for the quantities returned for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs at the base price originally charged to the Division.

Other than HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs, inasmuch as YesCare bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by YesCare or its pharmacy vendor will remain the property of YesCare and/or its pharmacy vendor. Discounts and rebates for HCV and HIV medications, Factor products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs will be passed along to the Division based upon the Division's net utilization as a percentage of total utilization generating the discount or rebate.

1.12 Elective Medical Care. YesCare will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of YesCare's Medical Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.

1.13 Health Care Services to Visitors and Staff. YesCare shall provide emergency medical treatment to visitors or Facility staff as necessary and appropriate on-site.

1.14 Transportation Services. To the extent any Inmate, requires off-site health care treatment (e.g. emergency care, hospitalization, specialty services, etc.), the Division will provide appropriate transportation services as requested by YesCare and the Division will be financially responsible for those transportation services.

1.15 Unauthorized Absence and Pre-Booking Injuries. To the extent possible and medically appropriate, YesCare agrees to render on-site medical services to Inmates for injuries incurred prior to incarceration. In no event, however, shall YesCare be liable for or responsible for the payment of:

(a) any claim, liability, cost or expense for off-site hospitalization or specialty services arising or incurred at any time in connection with treatment of any Inmate's injury if such injury occurred (i) during any period prior to the Inmate's incarceration or (ii) while the Inmate was away from the Facility during an unauthorized absence such as an escape status, exceptions would be in the case of school or work release, community service, or judicial pass, for reasons other than health care prescribed by YesCare employees or contractors; or

(b) any claim, liability or cost for off-site hospitalization or specialty services arising out of the Division's, or any of their respective employees, officers, agents or subcontractors (i) preventing any Inmate from receiving medical care ordered by YesCare employees or contractors, (ii) failure to exercise good judgment in promptly presenting any ill or injured Inmate for treatment by YesCare employees or contractors, or (iii) own acts or omissions, including acts of negligence or willful misconduct.

YesCare understands and agrees that once an inmate has been accepted and has been booked into the jail, YesCare accepts responsibility for the provision of health care services, subject to the provisions of the Aggregate Cap.

1.16 Aggregate Cap for Off- Site & Contracted Services. YesCare will be responsible for payment of all contracted services up to an annual aggregate total of $600,000. Should the amount incurred be less than $600,000, YesCare will refund the Division an amount equal to $600,000 less the cost of contracted services. Amounts paid over $600,000 the Division will be responsible for all costs.

The following costs are considered contracted medical costs and will be included in the annual aggregate cap calculations:

- Emergency room visits
- Ambulance services, including air ambulance
- Off-site physician fees, including those provided by telemedicine
- Off-site dental fees

- Diagnostic services (off-site) including laboratory and radiology services
- Dialysis services (including required medications)
- Physical and occupational therapy for both on and off-site services
- Optometry and audiology services
- Outpatient procedures and surgeries
- Inpatient hospitalization (medical, surgical, dental, and mental health)
- Ancillary hospital services
- Hospice and long-term care / skilled nursing care facilities
- On-site specialist fees (positions not identified in the staffing plan)
- Network premiums, administrative fees, third party scrubbing and repricing fees
- Non-emergency transportation
- Patient specific prosthetics, orthotics, and other durable medical equipment with a unit cost of $1,000 or greater.

YesCare will supply a comprehensive accounting of all contracted medical services to the Division on a monthly basis. YesCare will invoice the Division on a monthly basis for the balance of total claims paid above the annual threshold, less previous amounts billed to the Division. YesCare understands that all offsite services provided under this agreement will be reimbursed at amounts that do not exceed rates offered under Kentucky Medical Assistance Program (KMAP). YesCare will provide the Division with documentation on a monthly basis that supports the payments made to offsite providers. YesCare will apply its 365-day timely filing policy to claims submitted relating to Division inmates.

At the end of each contract period, YesCare will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. YesCare will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the Division 210 days after the end of the contract period. In the event YesCare receives a request for claims reimbursement after the final billing/credit for an expired contract period, such claims will be charged to the next contract period, provided the request for claims reimbursement complies with YesCare's 365 day timely filing policy, or is documented as is in the appeals process. Upon the final expiration, or early termination of the Agreement, any claims identified after the final reconciliation will be returned to the off-site provider unpaid.

1.17 Performance Penalties. The Division may impose the following performance penalties:

- If YesCare does not complete an intake within four (4) hours after YesCare receives the patient, the Division may impose a penalty of $200 for each late intake.

- If YesCare does not complete an initial health assessment within fourteen (14) days of YesCare receiving the patient, the Division may impose a penalty of $200 for each late health assessment.

ARTICLE II: PERSONNEL.

2.1 Staffing. YesCare will provide the administrative, medical, nursing and support personnel for the rendering of health care services based upon the following ADP levels:

(a) Up to 1,280 offenders

Staffing Plan

Lexington / Fayette Urban County Government

POSITION	Hrs/ Wk	FTEs
Day Shift		
Health Services Administrator	40	1.00
ACA Coordinator	40	1.00
Administrative Assistant	40	1.00
Behavioral Health Director	40	1.00
Behavioral Health Licensed Practical Nurse	40	1.00
Behavioral Health Technician	56	1.40
Certified Nursing Assistant	40	1.00
Dental Assistant	20	0.50
Dentist	20	0.50
Director of Nursing	40	1.00
Licensed Alcohol Drug Addiction Counselor	40	1.00
Licensed Behavioral Health Professional	176	4.40
Licensed Practical Nurse	264	6.60
Medical Director	40	1.00
Medical Records Clerk	40	1.00
Midlevel Practitioner (NP / PA)	40	1.00
Midlevel Practitioner (NP / PA) - MH	40	1.00
Psychiatrist**	8	0.20
Psychologist	40	1.00
Re-entry Coordinator / Court Liaison	40	1.00
Registered Nurse	192	4.80
Registered Nurse - Education	40	1.00
MAT Program Coordinator	40	1.00
Registered Nurse - MAT	16	0.40
Evening Shift		
Certified Nursing Assistant - MAT	80	2.00
Certified Nursing Assistant - Telehealth	40	1.00
Licensed Mental Health Professional	56	1.40
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
Night Shift		
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
TOTAL HOURS/FTEs per week	**2,352**	**58.80**
Day Shift Total	**1,392**	**34.80**
Evening Shift Total	**568**	**14.20**
Night Shift Total	**392**	**9.80**

Staffing Plan - Beginning Contract Year 2

Lexington / Fayette Urban County Government
Competency Restoration Program - 15 Patients

POSITION	Hrs/ Wk	FTEs *
Day Shift		
Administrative Assistant	40	1.00
Behavioral Health Licensed Practical Nurse	20	0.50
Behavioral Health Program Manager	40	1.00
Licensed Behavioral Health Professional	40	1.00
Psychiatrist - Forensic	20	0.50
Behavioral Health Technician - Forensic	40	1.00
TOTAL HOURS/FTEs per week	**200**	**5.00**

** FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)*

(b) The staffing levels can be increased based upon patient acuity as well as population levels by mutual agreement of the Parties, documented via a contract amendment.

(c) YesCare shall provide adequate health care personnel to perform those services listed in this Agreement.

1. Minimum on-site coverage must include:

    a. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility Infirmary and the Facility Intake Area;

    b. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility medical and detoxification housing unit;

    c. Licensed medical services (physician) to support the above coverage.

(d) YesCare will provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to approval for employment, an applicant screening will be conducted, coordinated with the Division, to include fingerprints and background check.

i. Applicable licenses and/or certificates for all professional staff must be on file with YesCare and available to the Division prior to employment.

ii. Malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

(e) All employees of YesCare with inmate contact will adhere to:

i. The dress and appearance regulations of the Division, as they apply to employees wearing civilian clothing

ii. The security regulations of the Division, as they relate to care, custody and control of the inmate population.

(f) Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Division's Administrative Officer, Senior on a weekly basis, with updates regarding changes. YesCare will be required to demonstrate staffing by **post** using a duty roster by facility, each shift and signed by appointed supervisor to be submitted to the Division's Administrative Officer, Senior daily.

(g) YesCare will provide a credit to the Division for the actual cost (salary and fringe benefits per Appendix B) when total hours filled are less than total contract hours, per discipline, as agreed to on the negotiated contract monthly staffing plan. Hours in excess of the monthly contractual requirement for any discipline may be utilized for lower-level disciplines (i.e. RN cover LPN shortages, etc.).

Staffing reconciliation reports will be provided monthly to the Chief or Designee, due on the Monday after the 20th of the following month. Salary and Fringe Benefit rates (Appendix B) will be increased by 3.3% on July 1, 2025, and 2026, respectively. Additional renewal terms will increase Appendix B consistent with Section 9.2 of the Agreement.

(h) The Division reserves the right to search any person, property or article entering its facility.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by YesCare to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Kentucky law.

2.3 Division Satisfaction with Health Care Personnel. If the Division should become dissatisfied with any health care personnel provided by YesCare hereunder, YesCare, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from the Division of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom the Division has expressed its dissatisfaction. YesCare will be allowed a reasonable time prior to removal to find an acceptable replacement.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either YesCare or Division in the direct rendering of any health care services. Inmates may be used in certain janitorial positions not involving the rendering of health care services directly to Inmates as the Parties may mutually agree. At no time may an inmate be engaged in a position that would provide him or her access to medical records.

2.5 Discrimination. YesCare will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, YesCare will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age, or sex.

ARTICLE III: ACCREDITATION.

3.1 Accreditation. YesCare understands that the Division intends to seek NCCHC accreditation during the term of this contract. Therefore, YesCare's services hereunder will be designed to meet the standards developed by ACA and NCCHC, and YesCare will cooperate fully with the Division to seek accreditation within eighteen (18) months from the effective date of this agreement, but will not bear any financial responsibility for any accreditation fees.

ARTICLE IV: EDUCATION AND TRAINING.

4.1 Inmate and Staff Health Education. YesCare will conduct a health education program for Inmates and correctional officers at the Facility toward the objective of raising the level of Inmate health and health care, as requested.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records. YesCare will cause to be maintained a medical record for each Inmate who receives health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A complete copy of the applicable medical record will be available to accompany any Inmate who is transferred from the Facility to another location for off-site services. Medical records will be kept confidential. No information contained in the medical records will be released by YesCare except as provided by the Division's policy, by a court order, or otherwise in accordance with applicable law.

5.2 Inmate Health Insurance and Third-Party Reimbursement. YesCare will ascertain information regarding insurance status at first medical encounter with the inmate. Should an offender be covered by third party insurer, public or private, a note will be made to that effect on the chart. Should an offender need off-site care, those insured by a third party will have the name and policy number of the coverage identified on the off-site transfer papers. Included with each set of transfer papers will be a note to the provider requiring billing to be forwarded to the third-party provider, not to the Division or YesCare.

5.3 Inmate Information. In order to assist YesCare in providing the best possible health care services to Inmates, the Division will provide YesCare with information pertaining to Inmates that YesCare identifies as reasonable and necessary for YesCare adequately to perform its obligations hereunder.

5.4 YesCare Records Available to the Division with Limitations on Disclosure. YesCare will make available to the Division, at the Division's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that the Division understands that the systems, methods, procedures, written materials and other controls employed by YesCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of YesCare and may not, at any time, be used, distributed, copied or otherwise utilized by the Division, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by YesCare.

5.5 Division Records Available to YesCare with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Division will

provide YesCare, at YesCare' request, the Division's records relating to the provision of health care services to Inmates as may be requested by YesCare or as are pertinent to the investigation or defense of any claim related to YesCare' conduct. The Division will make available to YesCare such records as are maintained by the Division, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent the Division has any claim to those records) as YesCare may reasonably request consistent with applicable law; provided, however, that any such information released by the Division to YesCare that the Division considers confidential will be kept confidential by YesCare and will not, except as may be required by law, be distributed to any third party without prior written approval by the Division.

5.6 Administrative Reports. YesCare will provide the Division annual, monthly, and daily statistical reports as requested by the Division in the RFP in a form and format mutually agreed upon by the parties.

ARTICLE VI: SECURITY.

6.1 General. YesCare and the Division understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of YesCare, as well as for the security of Inmates and Facility staff. The Division will provide security services satisfactory to YesCare and sufficient to enable YesCare and its personnel safely to provide the health care services called for hereunder.

6.2 Transportation Off-Site. The Division will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE AND EQUIPMENT

7.1 Office Space and Support. The Division agrees to provide YesCare with office space, facilities, office furniture, utilities (including local telephone service), sufficient to enable YesCare to perform its obligations hereunder. YesCare will reimburse the Division for all long-distance telephone charges incurred.

7.2 IT Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of equipment and peripherals. Any equipment approved for replacement will be purchased by the Division. YesCare will issue a credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and equipment vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.3 Medical Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of medical equipment. The Division will collaborate with YesCare to procure appropriate equipment at the lowest cost, to be purchased by either party. YesCare will issue a separate invoice or credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.4 Delivery of Possession. The Division will deliver to YesCare on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Facility's health care unit that is the Division's property.

7.5 Supplies. YesCare warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable YesCare to perform its obligations hereunder.

7.6 General Services. The Division will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by the Division for other Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT.

8.1 Agreement Term. This Agreement will be effective as of 12:01 A.M. on July 1, 2024, for an initial term of three (3) years. This Agreement may be renewed for two (2) additional one-year extensions, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

8.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

(a) Termination by Agreement. In the event the Division and YesCare mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

(b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been

cured within (30) thirty days following the giving of such notice in writing, the party giving notice shall have the right immediately to terminate this Agreement; provided, however, that the cure period shall be limited to (10) ten days if the default is failure by the Division to timely make any payments due YesCare hereunder.

(c) Termination by Either Party. Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days prior notice.

8.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, total responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off-site, will be transferred from YesCare to the Division.

ARTICLE IX: COMPENSATION.

9.1 Base Compensation. The Division will pay YesCare the sum of $10,278,132 for the first year of this Agreement for a daily average base inmate population between 1,180 and 1,380 inmates, payable in equal monthly installments of $856,511 per month. Compensation for the second year of this Agreement will be $11,408,844, payable in equal monthly installments of $950,737. Compensation for the third year of this Agreement will be $11,785,632, payable in equal monthly installments of $982,136.

YesCare will bill the Division on or before the first day of the month for which services will be rendered, and the Division agrees to pay YesCare within thirty (30) days of invoice receipt. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to YesCare will be pro-rated accordingly for the shortened month.

9.2 Renewal Terms. Annual price adjustments to the base compensation after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the base compensation applicable for the preceding year.

9.3 Changes in Inmate Population. When the population exceeds 1,380, a per diem rate of $1.27 will be applied to the monthly base compensation for each inmate in excess of the daily base population of 1,380. A separate invoice for the per diem rate for

population above 1,380 will be submitted to the Division within fifteen days of receipt of the base population from the Division. Payment will be made by the Division within thirty days of receipt of the invoice. When the population is below 1,180, a per diem rate of $1.27 will be credited to the monthly base compensation for each inmate below the daily base population of 1,180. A separate credit memo for the per diem credit will be submitted to the Division within fifteen days of receipt of the base population from the Division. The credit can be applied to the next scheduled payment to YesCare.

The per diem rates for contract year two will be $1.31 and contract year three will be $1.36. These rates will be applied when the population exceeds 1,380 or falls below 1,180.

9.4 Per diem adjustments for Inmate Population for Renewal Terms. Annual price adjustments to the variable per diem after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the per diem applicable for the preceding year.

ARTICLE X: LIABILITY AND RISK MANAGEMENT.

10.1 Insurance. YesCare shall not commence any work in connection with this Agreement until all the following types of insurance and such insurance have been obtained and approved by the Division, nor shall YesCare allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the Commonwealth of Kentucky.

(a) Worker's Compensation Insurance

i. YesCare shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, YesCare shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's employees unless such employees are covered by the protection afforded by YesCare.

ii. Such insurance shall comply fully with the Kentucky Worker's Compensation Law.

1. In case any hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, YesCare shall provide, and cause

each subcontractor to provide adequate insurance, satisfactory to the Division, for the protection of employees not otherwise protected.

iii. Worker's Compensation shall be provided as required by the Kentucky Revised Statutes, and Employer's Liability in the amount of $100,000.

1. YesCare shall waive all rights of subrogation against the Division for losses arising from work performed by YesCare for the Division.
2. Coverage shall not be suspended or reduced in limits during the Agreement period.

(b) YesCare's Public Liability and Property Damage Insurance

i. YesCare shall take out and maintain during the life of this Agreement, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by YesCare or by anyone directly or indirectly employed by YesCare.

ii. The amounts of such insurance shall be the minimum limits as follows:

1. Comprehensive General – $300,000 bodily injury and property Liability damage combined single limit.
2. Automobile – $300,000 bodily injury and property damage combined single limit.

(c) Other Insurance

i. Professional Liability – covering medical incidents during the Agreement period and providing the following coverage and endorsement:

1. Limits of not less than $1,000,000 per occurrence, 3,000,000 aggregate for YesCare's employees including nurses, medical technicians, other medical or professional staff and employees acting under the control or supervision of YesCare for any act or omission in the furnishing of medical services.

10.2 Indemnity. YesCare hereby indemnifies and holds the Division harmless up to the limits of YesCare' applicable insurance policy, from and against any claims against the Division proximately caused by negligence in treatment rendered by YesCare personnel; provided, however, that YesCare will not be responsible for any claim arising out of the Division or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by YesCare or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to YesCare for service; or (iii) own acts or omissions, including negligence or willful misconduct. The Division agrees to notify YesCare's Legal Department in writing within thirty (30) days after the Division has received written notice of a claim. YesCare' indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to YesCare. YesCare shall have the right to control the defense and/or settlement of the claim.

10.3 Limitation of Liability. The Parties to this Agreement both acknowledge that YesCare is providing the services contemplated hereunder as a corporation primarily acting as an instrumentality of the Division; consequently, any and all statutory, common law or legislative limitations on the liability of instrumentalities of the Division are applicable to YesCare.

ARTICLE XI: MISCELLANEOUS.

11.1 Independent Contractor Status. The Division expressly acknowledges that, other than set forth in Section 10.3, YesCare is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Division to exercise control or direction over the manner or method by which YesCare or its subcontractors perform hereunder.

11.2 Assignment. YesCare shall not assign this Agreement to any other corporation without the express written consent of the Division, which consent shall not be unreasonably withheld. The Division and YesCare each bind itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

11.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the Parties:

(a) **Division:**

Lexington-Fayette Urban County Government Division
of Community Corrections
600 Old Frankfort Pike
Lexington, KY 40510

Attention: Director

(b) **YesCare:**
CHS TX, Inc. d/b/a YesCare
205 Powell Place
Brentwood, TN 37027
Attention: Chief Legal Officer

11.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Kentucky.

11.5 Entire Agreement. This Agreement, along with Exhibits referenced in Section 1.2 constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

11.6 Order of Precedence. If there is any conflict between this Agreement and the Exhibits, the terms of the Agreement shall govern. If there is any conflict among the Exhibits, the following shall determine order of precedence among the Exhibits, with the first listed exhibit prevailing:

Exhibit F: Final YesCare Cost Table and Staffing Plan

Exhibits A and B: The Division's RFP #10-2024 and #11-2024

Exhibit C: Certificates of Insurance

Exhibit D and E: YesCare's Proposal to RFP #10-2024 and #11-2024

11.7 Modification. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

11.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.9 Force Majeure. YesCare shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, labor shortages, inmate disturbances, lack of the Division's financial or physical resources, failure of the Division to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of one or both of the Parties.

11.10 Changes in Scope. Should any of the following occur:

a) any applicable law, statute, rule regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the Division or its respective officers or agents) be adopted, implemented, amended, or changed; or if

b) any mandated community or contemporary standard of care or treatment protocol changes or evolves in any material respect, or if any mandated medication or therapy is introduced to treat any illness, disease or condition, which may result in a more expensive treatment; or if

c) any of the cost or historical information upon which YesCare based its Proposal proves to be inaccurate or incomplete, including any facility additions or closures;

and if any such change as described in sub-section (a), (b), or (c) materially affects the cost to YesCare of providing healthcare services or impacts the scope of services or staffing hereunder, YesCare and the Division agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith

within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change if anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either the Division or YesCare may terminate this Agreement with sixty (60) days' notice.

11.11 Intellectual Property. YesCare anticipates that it will use its existing proprietary intellectual property, including but not limited to, systems and processes, policies and procedures, pathways, protocols, manuals, computer software, etc. (collectively the "Background IP"), as well as third-party software, to assist in performing the services required under this Contract.

YesCare's Background IP was developed over time and not solely for the Division or this project. YesCare is willing to share its Background IP for purposes of its performance of this Contract and to that extent, YesCare will provide the Division with a license to use these products and services, subject to certain terms and conditions. However, because the Background IP involves prior ownership by YesCare and in some cases, its suppliers, YesCare is unable to transfer all rights, title and interest in its intellectual property to the Division.

Any improvements or changes that YesCare makes to its Background IP during the performance of this Contract are not deliverables under this Contract, will not be deemed to be created for this project, and will not be deemed "works for hire", but rather such improvements and changes will become part of YesCare's Background IP. YesCare will not be deemed to have granted the Division any right, title or interest in or to any of YesCare's Background IP unless expressly agreed to otherwise between the Division and YesCare.

11.12 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year first above written.

Lexington-Fayette Urban County Government, Division of Community Corrections

Attest: _____

By: Linda Gorton

Title: Mayor

CHS TX, Inc. d/b/a YesCare

Attest: _____

By: _____

Title: CFO

Appendix A – Limited Distribution Drugs

LIMITED DISTRIBUTION DRUGS
December 2023

ACTEMRA SQ
ACTHAR
ACTIMMUNE
ADBRY
ADCETRIS
ADEMPAS
ADUHELM
AFINITOR
AFSTYLA
ALDURAZYME
ALECENSA
ALFERON N
ALPHANATE
ALPROLIX
ALTUVIIIO
ALUNBRIG
ALYQ
AMBRISENTAN
AMONDYS 45
AMVUTTRA
APOKYN
APOMORPHINE
APRETUDE
ARALAST NP
ARCALYST
ARESTIN
ARIKAYCE
ARZERRA
ASPARLAS
AUBAGIO
AVASTIN
AVEED
AYVAKIT
BALVERSA
BAVENCIO
BELEODAQ
BENDEKA
BENLYSTA
BENLYSTA SC
BERINERT
BESPONSA
BESREMI SC
BETHKIS
BIVIGAM
BLINCYTO
BOSULIF
BRAFTOVI
BRINEURA
BRIUMVI
BRONCHITOL
BRUKINSA
BUPHENYL
BYLVAY
BYOOVIZ
CABENUVA
CABLIVI
CABOMETYX
CALQUENCE
CAMZYOS
CAPRELSA
CARBAGLU
CARGLUMIC ACID
CARVYKTI
CAYSTON
CEPROTIN
CERDELGA
CEREZYME
CHEMET
CHENODAL
CHOLBAM
CIBINQO
CINQAIR
CINRYZE
COAGADEX
COMETRIQ
COPIKTRA
CORIFACT
COSENTYX
COTELLIC
CRYSVITA
CUPRIMINE
CUVRIOR
CYRAMZA
CYSTADANE
CYSTADROPS
CYSTAGON
CYSTARAN
DANYELZA
DARAPRIM
DARZALEX
DARZALEX FASPRO
DAURISMO
DAYBUE
DEFITELIO
DEPEN
DIACOMIT
DOJOLVI
DOPTELET
DUOPA
DURYSTA
DYSPORT
EGRIFTA
ELAHERE
ELAPRASE
ELELYSO
ELFABRIO
ELZONRIS
EMFLAZA
EMPAVELI
EMPLICITI
ENDARI
ENHERTU
ENJAYMO
ENSPRYNG
EPIDIOLEX
EPKINLY
EPOPROSTENOL
ERGOMAR
ERIVEDGE
ERLEADA
ERLOTINIB
ESBRIET
ESPEROCT
EVKEEZA
EVOMELA
EVRYSDI
EXJADE
EXKIVITY
EXONDYS 51
EXSERVAN
EYLEA
FABRAZYME
FARYDAK
FASENRA
FASLODEX
FENSOLVI
FILSPARI
FINTEPLA
FIRDAPSE
FOTIVDA
FLOLAN
FUROSCIX
FYARRO
GALAFOLD
GAMIFANT
GATTEX
GAVRETO
GAZYVA
GILOTRIF
GIVLAARI
GLASSIA
HAEGARDA
HEMGENIX
HEMLIBRA
HERCEPTIN
HETLIOZ
HIZENTRA
HYCAMTIN
HYFTOR
HYQVIA
IBRANCE
ICLUSIG
IDHIFA
ILARIS
ILUVIEN
IMBRUVICA
IMCIVREE
IMFINZI
IMJUDO
IMLYGIC
IMPAVIDO
INBRIJA
INCRELEX
INGREZZA
INLYTA
INQOVI
INREBIC
INTRON A
IRESSA
ISTODAX
ISTURISA
IXINITY
JADENU
JAKAFI
JAVYGTOR
JAYPIRCA
JETREA
JOENJA
JUXTAPID
JYNARQUE
KADCYLA
KALBITOR
KALYDECO
KANUMA
KESIMPTA
KEVEYIS
KEVZARA
KEYTRUDA
KIMMTRAK
KINERET
KITABIS
KORLYM
KOSELUGO
KRAZATI
KRYSTEXXA
KYLEENA
KYPROLIS
KUVAN
LAPATINIB
LAMZEDE
LEMTRADA
LENALIDOMIDE
LENVIMA
LEQEMBI
LETAIRIS
LIBTAYO
LILETTA
LIORESAL INT INJ
LIQREV
LIVMARLI
LIVTENCITY
LONSURF
LORBRENA
LUCENTIS
LUMAKRAS
LUMIZYME
LUMOXITI
LUMRYZ
LUNSUMIO
LUPKYNIS
LUXTURNA
LYNPARZA
LYSODREN
LYTGOBI
MACI
MACUGEN
MAKENA
MATULANE
MAVENCLAD
MAYZENT
MEKINIST
MEKTOVI
MEPSEVI
METOPIRONE
MIRCERA
MIRENA
MYALEPT
MYCAPSSA
MYLOTARG
MYOZYME
NAGLAZYME
NATPARA
NERLYNX
NEXAVAR
NEXPLANON
NEXVIAZYME
NINLARO
NITISINONE
NITYR
NOURIANZ
NOVOSEVEN RT
NPLATE
NUBEQA
NUCALA POWDER
NUCALA SQ
NULIBRY
NUPLAZID
NUWIQ
NUZYRA
OBIZUR
OCALIVA
OCREVUS
ODOMZO
OFEV
OLUMIANT
ONCASPAR
ONIVYDE
ONPATTRO
ONUREG
OPDIVO
OPDUALAG
OPSUMIT
ORENITRAM
ORFADIN
ORGOVYX
ORKAMBI
ORLADEYO
ORSERDU
OTEZLA
OXBRYTA
OXERVATE
OXLUMO
OZURDEX
PADCEV
PALFORZIA
PALYNZIQ
PARAGARD
PEMAZYRE
PENICILLAMINE CAP
PENICILLAMINE TAB
PERJETA
PHEBURANE
PHESGO
PHOSPHOLINE IODIDE
PIPERACILLIN/TAZOBACTAM

LIMITED DISTRIBUTION DRUGS
December 2023

PIRFENIDONE
PLEGRIDY
POLIVY
POMALYST
PONVORY
PORTRAZZA
POTELIGEO
PROCYSBI
PROLASTIN-C
PROMACTA
PROVENGE
PURIXAN
PYRUKYND
QALSODY
QINLOCK
QUTENZA
RADICAVA INJ
RADICAVA ORAL SOLUTION
RAVICTI
REBINYN
REBYOTA
RELYVRIO
REMODULIN
RENFLEXIS
RETEVMO
RETISERT
REVCOVI
REVLIMID
REZLIDHIA
REZUROCK
RIASTAP
RINVOQ
RITUXAN
RITUXAN HYCELA
ROZLYTREK
RUBRACA
RUCONEST
RUZURGI
RYPLAZIM
SABRIL
SAJAZIR
SAPHNELO
SARCLISA
SCEMBLIX
SEROSTIM
SEVENFACT
SIGNIFOR
SIGNIFOR LAR
SILIQ
SIMPONI ARIA
SINUVA
SIRTURO
SKYCLARYS
SKYLA
SKYSONA
SOLIRIS
SOMATULINE DEPOT
SOMAVERT
SORAFENIB
SOTYKTU
SPEVIGO
SPINRAZA
SPRAVATO
STIVARGA
STRENSIQ
SUBLOCADE
SUCRAID
SUNLENCA
SUPPRELIN LA
SUTENT
SYFOVRE
SYLVANT
SYMDEKO
SYNAGIS
SYNAREL
SYNRIBO
TAFINLAR
TAGRISSO
TAKHZYRO
TALTZ
TALZENNA
TARCEVA
TARPEYO
TASCENSO ODT 0.25MG
TAVALISSE
TAVNEOS
TAZVERIK
TECENTRIQ
TEGSEDI
TEPEZZA
TEPMETKO
TESTOPEL
TEZSPIRE
THALOMID
THIOLA
THIOLA EC
THYROGEN
TIBSOVO
TIGLUTIK
TIOPRONIN
TIVDAK
TOBI PODHALER
TRACLEER
TRETTEN
TRIKAFTA
TRIPTODUR
TROGARZO
TRUSELTIQ
TUKYSA
TURALIO
TYKERB
TYMLOS
TYSABRI
TYVASO
TYVASO INHALATION
TZIELD
ULTOMIRIS
UPLIZNA
UPTRAVI
VABYSMO
VALCHLOR
VALSTAR
VARUBI TAB
VELCADE
VELETRI
VENCLEXTA
VENTAVIS
VERZENIO
VIGABATRIN
VIJOICE
VILTEPSO
VIMIZIM
VISTOGARD
VISUDYNE
VITRAKVI
VIZIMPRO
VONJO
VOWST
VOXZOGO
VPRIV
VUMERITY
VYEPTI
VYJUVEK
VYONDYS 53
VYVGART
WAKIX
WELIREG
XALKORI
XENLETA TABLET
XENLETA INJECTION
XENPOZYME
XEOMIN
XERMELO
XIAFLEX
XOFIGO
XOLAIR
XOLAIR PF SYRINGE
XOSPATA
XPOVIO
XTANDI
XURIDEN
XYREM
XYWAV
YONDELIS
YCANTH
YERVOY
YONSA
ZAVESCA
ZEJULA
ZELBORAF
ZEMAIRA
ZEPOSIA
ZILRETTA
ZOKINVY
ZOLGENSMA
ZOLINZA
ZOSYN
ZTALMY
ZYDELIG
ZYKADIA
ZYNLONTA
ZYNTEGLO
ZYTIGA

Appendix A will be updated from time to time based on pharmaceutical industry changes. YesCare will provide written notification to the Division with updated information electronically. Such information will be utilized for billing purposes without necessitation of formal contract amendment.

Appendix B – Staff Vacancy Rates

Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant	40	1.00	$ 24.97	$ 4.49	$ 29.46
ACA Coordinator	40	1.00	$ 24.83	$ 4.47	$ 29.30
Certified Nursing Assistant	40	1.00	$ 22.78	$ 4.10	$ 26.88
Director of Nursing	40	1.00	$ 55.00	$ 7.70	$ 62.70
Health Services Administrator	40	1.00	$ 60.14	$ 8.42	$ 68.56
Licensed Practical Nurse	712	17.80	$ 34.68	$ 4.86	$ 39.54
Medical Records Clerk	40	1.00	$ 22.36	$ 4.02	$ 26.38
Midlevel Practitioner	40	1.00	$ 68.72	$ 8.25	$ 76.97
Medical Director	40	1.00	$ 142.81	$ 11.42	$ 154.23
Registered Nurse	416	10.40	$ 44.95	$ 6.29	$ 51.24
MAT Program Coordinator	40	1.00	$ 44.95	$ 6.29	$ 51.24
Registered Nurse - MAT	88	3.20	$ 44.95	$ 6.29	$ 51.24
Registered Nurse - Education	40	1.00	$ 44.95	$ 6.29	$ 51.24
Certified NA - Telehealth	40	1.00	$ 22.78	$ 4.10	$ 26.88
Certified NA - MAT	80	2.00	$ 22.78	$ 4.10	$ 26.88
Dental Assistant	20	0.50	$ 22.87	$ 2.29	$ 25.16
Dentist	20	0.50	$ 116.58	$ 11.66	$ 128.24
Behavioral Health Director	40	1.00	$ 50.00	$ 7.00	$ 57.00
Behavioral Health Technician	56	1.40	$ 24.00	$ 4.32	$ 28.32
Licensed Alcohol Drug Addiction Counselor	40	1.00	$ 36.00	$ 5.76	$ 41.76
Licensed Mental Health Professional	232	5.80	$ 42.00	$ 5.88	$ 47.88
Psychologist/ Court Liaison	40	1.00	$ 72.00	$ 8.64	$ 80.64
Re-entry Coordinator / Court Liaison	40	1.00	$ 42.00	$ 5.88	$ 47.88
Midlevel Practitioner - MH	40	1.00	$ 78.00	$ 9.36	$ 87.36
Psychiatrist	8	0.20	$ 200.00	$ 16.00	$ 216.00
Licensed Practical Nurse - MH	40	1.00	$ 34.68	$ 4.86	$ 39.54
Total	**2,312**	**58.80**			

Competency Restoration Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant*	40	1.00	$ 24.97	$ 4.49	$ 29.46
Behavioral Health Tech - Forensic*	20	0.50	$ 24.00	$ 4.32	$ 28.32
Licensed Mental Health Professional*	40	1.00	$ 42.00	$ 5.88	$ 47.88
Behavioral Health Program Manager*	40	1.00	$ 72.00	$ 10.08	$ 82.08
Behavioral Health Registered Nurse*	20	0.50	$ 44.95	$ 6.29	$ 51.24
Psychiatrist - Forensic*	40	1.00	$ 225.00	$ 18.00	$ 243.00
Total	**200**	**5.00**			

** Contract Year Two*

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0631-24

File ID:	0631-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	216-2024	**In Control:**	Urban County Council
				File Created:	06/10/2024
File Name:	ARAMARK INMATE FOOD FY25			**Final Action:**	06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Operating Agreement with Aramark Correctional Services, LLC, for food services for the Div. of Community Corrections, at a cost not to exceed $1,336,608 for the Fiscal Year 2025, and subject to sufficient funds being appropriated in future fiscal years. [Div. of Community Corrections, Colvin]

Notes: Stamped and filed in the CCO. Returned to Tammy Bradley via scans 8/8/2024. MS

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	ARAMARK food svcs memo FY25, LEGAL-#600963-v1-Lexington_Fayette_County-KY-ACS-Food-2024-Agreement, ARAMARK FY25 AGREEMENT ATTACHMENT, 0631-24 Aramark Resolution 2024 4879-9652-0905 v.1.docx, R-333-2024, Contract #215-2024	**Enactment Number:**	R-333-2024
Deed #:		**Hearing Date:**	
Drafter:	BRADLEY, TAMMY	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0631-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Operating Agreement with Aramark Correctional Services, LLC,

for food services for the Div. of Community Corrections, at a cost not to exceed $1,336,608 for the Fiscal Year 2025, and subject to sufficient funds being appropriated in future fiscal years. [Div. of Community Corrections, Colvin]

Summary

Authorization to execute an agreement with Aramark Correctional Services LLC for Inmate Food Services at the Division of Community Corrections for a term of four (4) years, with three (3) one-year renewals, beginning July 1, 2024, for an annual cost of the program of $1,336,608. Funds are budgeted in the FY 2025 approved budget. (L0631-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-505402-5421-71209

2025 Fiscal Year Impact: $1,336,608

Project:

Activity:

Budget Reference:

Current Balance: $1,989,000.00

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: June 10, 2024

SUBJECT: Aramark Correctional Services, LLC Agreement Approval

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Request

Council authorization is requested to enter into an agreement with Aramark Correctional Services, LLC for Inmate food services at the Division of Community Corrections.

Why are you requesting?

Aramark Correctional Services, LLC will be providing food services for the Inmate population at the Fayette County Detention Center.

Funds are budgeted in the upcoming FY25 budget. The annual cost of the program is $1,336,608. The term of the agreement is for four (4) years with three (3) one-year renewals beginning July 1, 2024. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

What is the cost in this budget year and future budget years?

Funds for this agreement are budgeted for FY25 - $1,336,608

Are the funds budgeted? Yes.

File Number: L0631-24

Director/Commissioner: Chief G.S. Colvin

OPERATING AGREEMENT - FOOD SERVICE

THIS OPERATING AGREEMENT (the "**Agreement**") is made as of July 1, 2024, (the **"Effective Date"**) by and between the Lexington-Fayette Urban County Government with offices at 200 East Main Street, Lexington, Kentucky 40380 (the "**County**"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("**Aramark**").

W I T N E S S E T H:

1. GRANT: The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the County's Division of Community Corrections, located at 600 Old Frankfort Circle, Lexington, Kentucky 40510 (the "**Facility**"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors, as applicable, in accordance with this Agreement. The food service shall meet all current standards as established by:

A. The American Correctional Association.

B. The Food and Nutritional Board of the National Academy of Sciences as prescribed for inmates.

C. The Commonwealth of Kentucky.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities And Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for Aramark's efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after written notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by Aramark. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for food service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle, Product offerings and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "**Force Majeure**" means any war, riot, terrorism, warlike action (whether actual, impending or expected, and whether de jure or de facto), or other disorder, strike or other work stoppage, fire, explosion, earthquake, severe weather, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, earthquake, tornado, flood, acts of God or other natural disaster, or other casualty, or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, epidemics, pandemics, civil commotion, any material interruption of the Facility utility systems, confiscation or seizure by any government or public authority, laws, rules and regulations of governmental authorities, or nuclear reaction or radiation, radioactive contamination, or other similar condition not within the reasonable control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Inmate labor shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies, which purchases will be made through Aramark's purchasing programs. Products purchased for use in the food service operation shall be the property of Aramark. Aramark reserves the right, in its sole discretion, to determine specific brands, product lines and other purchasing decisions, subject to compliance with the standards for the services as set forth in this Agreement. Aramark may receive certain discounts, rebates, allowances and other payments from its manufacturers, suppliers and distributors (individually and collectively, the "**Vendors**"). County acknowledges and agrees that any prompt payment or 'cash' discounts, as well as all other discounts, rebates, allowances or other payments that Aramark receives from its Vendors shall be retained by Aramark. Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet resident acceptability and nutritional standards. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the kitchen facilities, including, food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside such kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area. In the event the County fails to provide sufficient extermination services that meet the requirements of the Local, State and FDA Food Code regulations for Pest Management, Aramark determines appropriate for food service, Aramark shall have the right, upon five (5) days' notice to the County, to hire an extermination company to perform the necessary services, at the County's expense.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations pursuant to this Agreement. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. Inmates shall not be considered civilian employees of Aramark, shall not be part of any work release program where such inmates would have employee rights, and shall not receive wages from Aramark.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services at the Facility at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual

salary of each Aramark management or supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If Aramark incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by Aramark at the direction of the County, which Aramark would not have taken but for the County's direction, the County shall reimburse Aramark for such costs.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance and Indemnification: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Aramark agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Aramark in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Aramark shall not be responsible for damages, injuries, losses or claims caused by inmates or the County, its officers, employees, agents, servants or other independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or

employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark's sole negligence. The County agrees to defend, indemnify and hold Aramark harmless from any liability claim by or through such persons against Aramark. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

K. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "**Hazardous Substances**") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("**Pre-Existing Conditions**"), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained above in Section J the County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

L. Damages: Aramark's liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent of the net revenue received by Aramark pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

N. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. Aramark will provide all medical, religious (lacto-ovo vegetarian and/or vegan diet only), gluten-free, and other special diets (the "Special Diets") for ten percent (10%) or less of the total resident population at no additional cost. Special Diets for greater than ten percent (10%) of the total resident population and/or religious diets other than a lacto-ovo vegetarian and/or vegan diet meals, such as prepackaged meals, shall be charged to the County at a mutually agreed upon price. All Special Diets must be approved by the County's nursing service or religious authority, as applicable. Aramark will work with the County's nursing service for appropriate diabetic diets and snacks, as needed. All Special Diets made by the County will be reviewed and approved by Aramark no later than five (5) days after the request. The County shall notify Aramark of the actual number of all meals ordered each day, including Special Diets, at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2029. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("**CPI-FAH**"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the Facility (the "**Client Menu**"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "**Base Period**").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "**Market Basket of Products**" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six (6) categories of food and beverage items (each, a "**Menu Category**"): (i) cereals and bakery products; (ii) meats, poultry, fish and eggs; (iii) dairy and related products; (iv) fruits and vegetables; (v) nonalcoholic beverages and beverage materials (includes juice, coffee, tea and other non-alcoholic drinks other than milk); and (vi) other food at home (composed of the food items in the menu [***v. Client Menu?***] that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "**Category Weighting**") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("**BLS**") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories from Table 2 Detailed Expense Category from CPI-FAH to be multiplied by the Category Weightings are (1) Cereals and Bakery Products; (2) Meats, Poultry, Fish and Eggs; (3) Dairy and Related Products; (4) Fruits and Vegetables; (5) Nonalcoholic Beverages and Beverage Materials; and (6) Other Food at Home. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, Aramark shall propose a modification to the appropriate Market Basket of Products category or categories or the methodology described above (the "**BLS Modification**"). The BLS Modification shall be subject to Client's approval, which shall not be unreasonably, withheld, conditioned or delayed. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the Facility. The Market Basket of Products is an estimate of food and beverage costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the Facility, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

D. Capital Investment: Aramark will provide a capital investment in an amount of up to Two Hundred Twenty-Nine Thousand Dollars ($229,000.00) (the "Capital Investment") to make improvements to be used by Aramark for the replacement of kitchen equipment and to enhance the food service operations provided by Aramark at the Facility. The Capital Investment may be disbursed in tranches and will be amortized on a straight-line, monthly basis, commencing on the applicable date of disbursement and ending on June 30, 2028. Any equipment purchased by Aramark on the County's behalf as part of the Capital Investment shall be purchased as a "sale-for-resale" to the County and the County shall hold title to all such equipment purchased using the Capital Investment (with the exception of those items which bear the name of Aramark, its logo or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. If the Agreement between Aramark and the County expires or is terminated by either party for any reason whatsoever prior to the full amortization of the Capital Investment, the County shall pay to Aramark the unamortized balance of the Capital Investment as of the date of such termination or expiration of the Agreement. In the event such amounts owing to Aramark within sixty (60) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two (2) percentage points per annum, compounded monthly from the date of expiration or termination. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date.

E. Initial Four-Week Payment: Prior to the commencement of operations hereunder, Aramark shall submit to the County an invoice for an amount equal to the estimate of Aramark's total meal billings for one (1) four-week accounting period (the "**Initial Payment**").

Prior to each anniversary of the commencement of operations hereunder, Aramark shall submit to the County an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, in such Initial Payment from the amount previously billed.

The foregoing payments shall be retained by Aramark and credited to the County at the time of the last billing made by Aramark to the County at the termination of this Agreement.

F. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals

2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

G. Manner Of Payment: Payment shall be made by check payable to Aramark Correctional Services, LLC within fifteen (15) days after the invoice date. All payments shall be made to the address listed on the invoice.

If any invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at the Prime Interest Rate plus two percentage points per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "**Prime Interest Rate**" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark accounting period.

The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within fifteen (15) days of the invoice date. In the event that Aramark incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark's scope of services. The foregoing shall be in addition to, and without limitation, of the parties' rights and obligations set forth herein in Section 2.B. with respect to continuation of services (and compensation for the same) in the event of a Force Majeure event, if applicable.

5. ACCESS AND RECORDS: Aramark will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on July 1, 2024, and shall continue through June 30, 2028. By mutual agreement, this Agreement may be renewed for three (3) additional one-year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

7. TERMINATION:

A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. Consequences Of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

8. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "**Aramark Proprietary Information**") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

11. ASSIGNMENT: Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "**affiliate**" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. PRESS RELATIONS: Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. PUBLICITY RIGHTS: Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

14. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark.

15. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. WAIVER: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this

Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC	**Lexington Fayette Urban County Government** **Commonwealth of Kentucky**
By:_____ **Stephen Yarsinsky** Vice President, Finance	By:_____

Attachment A
Lexington-Fayette Urban County Government
Effective July 1, 2024 through June 30, 2029

Attachment B

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "**Amendment**"), is entered into this_____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 2400 Market Street, Philadelphia PA 19103 ("**Aramark**").

WHEREAS, _____ and Aramark entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "**Agreement**");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with *[Paragraph __ of Amendment No. __ to the Agreement][Paragraph __ of the Agreement]*, the parties agree that the price per meal charged to _____ by Aramark shall be changed as set forth on [Schedule 1] hereto as a result of *[changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]*. This price shall be effective from _____, 20__ through _____, 20__. , and shall supersede in all respects the price per meal set forth in [Paragraph [__] of the Agreement][and Attachment A of the Agreement] or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase described above has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC	[_____]
_____	_____
By: _____	By: _____
Name:	Name:
Title:	Title:

Attachment C

Sample Client Statement - Market Basket of Products Calculation

[INSERT CLIENT NAME] Exhibit
Sample Market Basket Price Redetermination Statement

(All)			
Market Basket Price Redetermination Statement			
CATEGORY	**Market Basket Weighting**	**August BLS Market Basket CPI Index**	**Weighted CPI %**
Cereals and Bakery Products	10.48%	5.99%	0.63%
Meats, Poultry, Fish and Eggs	20.41%	0.02%	0.00%
Dairy and Related Products	10.40%	0.31%	0.03%
Fruits and Vegetables	13.23%	2.10%	0.28%
Non-Alcoholic Beverages and Beverage Materials	5.41%	5.80%	0.31%
Other Food at Home	40.07%	4.49%	1.80%
TOTAL	100.00%		**3.06%**
August FY 2023 CPI Food Away from Home Index			**6.54%**
Greater of Market Basket to August CPI - Food Away from Home			**6.54%**

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the “Grocery” Menu Category for the calculation. The “Food” index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

ATTACHMENT A
OFFENDER FEEDING COST SUMMARY INCLUDING EQUIPMENT PURCHASE

Year 1 of Contract

Menu Option A:__X_____ Menu Option B:_____

Maintenance Option C:__X_____ Maintenance Option D:_____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.534
3101-3200	$1.519
3201-3300	$1.506
3301-3400	$1.492
3401-3500	$1.480
3501-3600	$1.468
3601-3700	$1.457
3701-3800	$1.447
3801-3900	$1.437
3901-4000	$1.427
4001-4100	$1.419
4101-4200	$1.410
4201-4300	$1.402

Contractor will need to copy this form to submit proposals for options proposed by the Contractor.

Year 2 of Contract % increase requested: **4%**

Menu Option A:___X_____ Menu Option B:_____

Maintenance Option C:___X_____ Maintenance Option D:_____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.595
3101-3200	$1.580
3201-3300	$1.566
3301-3400	$1.552
3401-3500	$1.539
3501-3600	$1.527
3601-3700	$1.515
3701-3800	$1.505
3801-3900	$1.494
3901-4000	$1.484
4001-4100	$1.476
4101-4200	$1.466
4201-4300	$1.458

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Year 3 of Contract % increase requested: 3.5%

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.651
3101-3200	$1.635
3201-3300	$1.621
3301-3400	$1.606
3401-3500	$1.593
3501-3600	$1.580
3601-3700	$1.568
3701-3800	$1.558
3801-3900	$1.547
3901-4000	$1.536
4001-4100	$1.527
4101-4200	$1.518
4201-4300	$1.509

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Year 4 of Contract % increase requested: 3.5%

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.709
3101-3200	$1.692
3201-3300	$1.678
3301-3400	$1.662
3401-3500	$1.649
3501-3600	$1.635
3601-3700	$1.623
3701-3800	$1.612
3801-3900	$1.601
3901-4000	$1.590
4001-4100	$1.581
4101-4200	$1.571
4201-4300	$1.562

.

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Year 5 of Contract % increase requested: **3%**

Menu Option A: X Menu Option B:_____

Maintenance Option C: X Maintenance Option D:_____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.760
3101-3200	$1.743
3201-3300	$1.728
3301-3400	$1.712
3401-3500	$1.698
3501-3600	$1.685
3601-3700	$1.672
3701-3800	$1.660
3801-3900	$1.649
3901-4000	$1.637
4001-4100	$1.628
4101-4200	$1.618
4201-4300	$1.609

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

RESOLUTION NO. _____ -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN OPERATING AGREEMENT WITH ARAMARK CORRECTIONAL SERVICES, LLC, FOR FOOD SERVICES FOR THE DIVISION OF COMMUNITY CORRECTIONS, AT A COST NOT TO EXCEED $1,336,608.00 FOR THE FISCAL YEAR 2025, AND SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Operating Agreement, which is attached hereto and incorporated herein by reference, with Aramark Correctional Services, LLC, for food services for the Division of Community Corrections.

Section 2 - That an amount, not to exceed the sum of $1,336,608.00 for the fiscal year 2025, be and hereby is approved for payment to Aramark Correctional Services, LLC, from account #1101-505402-5421-71209, pursuant to the terms of the Operating Agreement, and subject to sufficient funds being appropriated in future fiscal years.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0631-24/Corrections/Jason R/4879-9652-0905, v. 1

RESOLUTION NO. 333 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN OPERATING AGREEMENT WITH ARAMARK CORRECTIONAL SERVICES, LLC, FOR FOOD SERVICES FOR THE DIVISION OF COMMUNITY CORRECTIONS, AT A COST NOT TO EXCEED $1,336,608.00 FOR THE FISCAL YEAR 2025, AND SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Operating Agreement, which is attached hereto and incorporated herein by reference, with Aramark Correctional Services, LLC, for food services for the Division of Community Corrections.

Section 2 - That an amount, not to exceed the sum of $1,336,608.00 for the fiscal year 2025, be and hereby is approved for payment to Aramark Correctional Services, LLC, from account #1101-505402-5421-71209, pursuant to the terms of the Operating Agreement, and subject to sufficient funds being appropriated in future fiscal years.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL

0631-24/Corrections/Jason R/4879-9652-0905, v. 1

OPERATING AGREEMENT - FOOD SERVICE

THIS OPERATING AGREEMENT (the "**Agreement**") is made as of July 1, 2024, (the **"Effective Date"**) by and between the Lexington-Fayette Urban County Government with offices at 200 East Main Street, Lexington, Kentucky 40380 (the "**County**"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("**Aramark**").

W I T N E S S E T H:

1. GRANT: The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the County's Division of Community Corrections, located at 600 Old Frankfort Circle, Lexington, Kentucky 40510 (the "**Facility**"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors, as applicable, in accordance with this Agreement. The food service shall meet all current standards as established by:

A. The American Correctional Association.

B. The Food and Nutritional Board of the National Academy of Sciences as prescribed for inmates.

C. The Commonwealth of Kentucky.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities And Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for Aramark's efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after written notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by Aramark. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for food service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle, Product offerings and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "**Force Majeure**" means any war, riot, terrorism, warlike action (whether actual, impending or expected, and whether de jure or de facto), or other disorder, strike or other work stoppage, fire, explosion, earthquake, severe weather, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, earthquake, tornado, flood, acts of God or other natural disaster, or other casualty, or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, epidemics, pandemics, civil commotion, any material interruption of the Facility utility systems, confiscation or seizure by any government or public authority, laws, rules and regulations of governmental authorities, or nuclear reaction or radiation, radioactive contamination, or other similar condition not within the reasonable control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Inmate labor shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies, which purchases will be made through Aramark's purchasing programs. Products purchased for use in the food service operation shall be the property of Aramark. Aramark reserves the right, in its sole discretion, to determine specific brands, product lines and other purchasing decisions, subject to compliance with the standards for the services as set forth in this Agreement. Aramark may receive certain discounts, rebates, allowances and other payments from its manufacturers, suppliers and distributors (individually and collectively, the "**Vendors**"). County acknowledges and agrees that any prompt payment or 'cash' discounts, as well as all other discounts, rebates, allowances or other payments that Aramark receives from its Vendors shall be retained by Aramark. Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet resident acceptability and nutritional standards. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are

based upon weight measurements after the food has been cooked according to standardized recipes.

F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the kitchen facilities, including, food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside such kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area. In the event the County fails to provide sufficient extermination services that meet the requirements of the Local, State and FDA Food Code regulations for Pest Management, Aramark determines appropriate for food service, Aramark shall have the right, upon five (5) days' notice to the County, to hire an extermination company to perform the necessary services, at the County's expense.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations pursuant to this Agreement. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. Inmates shall not be considered civilian employees of Aramark, shall not be part of any work release program where such inmates would have employee rights, and shall not receive wages from Aramark.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services at the Facility at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If Aramark incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by Aramark at the direction of the County, which Aramark would not have taken but for the County's direction, the County shall reimburse Aramark for such costs.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance and Indemnification: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Aramark agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Aramark in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Aramark

shall not be responsible for damages, injuries, losses or claims caused by inmates or the County, its officers, employees, agents, servants or other independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark's sole negligence. The County agrees to defend, indemnify and hold Aramark harmless from any liability claim by or through such persons against Aramark. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

K. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "**Hazardous Substances**") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("**Pre-Existing Conditions**"), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained above in Section J the County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful

misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

L. Damages: Aramark's liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent of the net revenue received by Aramark pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

N. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. Aramark will provide all medical, religious (lacto-ovo vegetarian and/or vegan diet only), gluten-free, and other special diets (the "Special Diets") for ten percent (10%) or less of the total resident population at no additional cost. Special Diets for greater than ten percent (10%) of the total resident population and/or religious diets other than a lacto-ovo vegetarian and/or vegan diet meals, such as prepackaged meals, shall be charged to the County at a mutually agreed upon price. All Special Diets must be approved by the County's nursing service or religious authority, as applicable. Aramark will work with the County's nursing service for appropriate diabetic diets and snacks, as needed. All Special Diets made by the County will be reviewed and approved by Aramark no later than five (5) days after the request. The County shall notify Aramark of the actual number of all meals ordered each day, including Special Diets, at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually

agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2029. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("**CPI-FAH**"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the Facility (the "**Client Menu**"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "**Base Period**").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "**Market Basket of Products**" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six (6) categories of food and beverage items (each, a "**Menu Category**"): (i) cereals and bakery products; (ii) meats, poultry, fish and eggs; (iii) dairy and related products; (iv) fruits and vegetables; (v) nonalcoholic beverages and beverage materials (includes juice, coffee, tea and other non-alcoholic drinks other than milk); and (vi) other food at home (composed of the food items in the menu [***v. Client Menu?***] that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "**Category Weighting**") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("**BLS**") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories from Table 2 Detailed Expense Category from CPI-FAH to be multiplied by the Category Weightings are (1) Cereals and Bakery Products; (2) Meats, Poultry, Fish and Eggs; (3) Dairy and Related Products; (4) Fruits and Vegetables; (5) Nonalcoholic Beverages and Beverage Materials; and (6) Other Food at Home. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, Aramark shall propose a modification to the appropriate Market Basket of Products category or categories or the methodology described above (the "**BLS Modification**"). The BLS Modification shall be subject to Client's approval, which shall not be unreasonably, withheld, conditioned or delayed. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments

with product cost increases at the Facility. The Market Basket of Products is an estimate of food and beverage costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the Facility, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

D. Capital Investment: Aramark will provide a capital investment in an amount of up to Two Hundred Twenty-Nine Thousand Dollars ($229,000.00) (the "Capital Investment") to make improvements to be used by Aramark for the replacement of kitchen equipment and to enhance the food service operations provided by Aramark at the Facility. The Capital Investment may be disbursed in tranches and will be amortized on a straight-line, monthly basis, commencing on the applicable date of disbursement and ending on June 30, 2028. Any equipment purchased by Aramark on the County's behalf as part of the Capital Investment shall be purchased as a "sale-for-resale" to the County and the County shall hold title to all such equipment purchased using the Capital Investment (with the exception of those items which bear the name of Aramark, its logo or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. If the Agreement between Aramark and the County expires or is terminated by either party for any reason whatsoever prior to the full amortization of the Capital Investment, the County shall pay to Aramark the unamortized balance of the Capital Investment as of the date of such termination or expiration of the Agreement. In the event such amounts owing to Aramark within sixty (60) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two (2) percentage points per annum, compounded monthly from the date of expiration or termination. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date.

E. Initial Four-Week Payment: Prior to the commencement of operations hereunder, Aramark shall submit to the County an invoice for an amount equal to the estimate of Aramark's total meal billings for one (1) four-week accounting period (the "**Initial Payment**").

Prior to each anniversary of the commencement of operations hereunder, Aramark shall submit to the County an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, in such Initial Payment from the amount previously billed.

The foregoing payments shall be retained by Aramark and credited to the County at the time of the last billing made by Aramark to the County at the termination of this Agreement.

F. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

G. Manner Of Payment: Payment shall be made by check payable to Aramark Correctional Services, LLC within fifteen (15) days after the invoice date. All payments shall be made to the address listed on the invoice.

If any invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at the Prime Interest Rate plus two percentage points per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "**Prime Interest Rate**" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark accounting period.

The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within fifteen (15) days of the invoice date. In the event that Aramark incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s)

to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark's scope of services. The foregoing shall be in addition to, and without limitation, of the parties' rights and obligations set forth herein in Section 2.B. with respect to continuation of services (and compensation for the same) in the event of a Force Majeure event, if applicable.

5. ACCESS AND RECORDS: Aramark will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on July 1, 2024, and shall continue through June 30, 2029. By mutual agreement, this Agreement may be renewed for three (3) additional one-year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

7. TERMINATION:

A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. Consequences Of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

8. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. **CONFLICTS OF INTEREST:** Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. **CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "**Aramark Proprietary Information**") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

11. **ASSIGNMENT**: Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "**affiliate**" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. **PRESS RELATIONS:** Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. **PUBLICITY RIGHTS:** Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

14. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark.

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

By:_____

Stephen Yarsinsky
Vice President, Finance

Lexington Fayette Urban County Government
Commonwealth of Kentucky

By:_____

Attachment A
Lexington-Fayette Urban County Government
Effective July 1, 2024 through June 30, 2029

ATTACHMENT A
OFFENDER FEEDING COST SUMMARY INCLUDING EQUIPMENT PURCHASE

Year 1 of Contract

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.534
3101-3200	$1.519
3201-3300	$1.506
3301-3400	$1.492
3401-3500	$1.480
3501-3600	$1.468
3601-3700	$1.457
3701-3800	$1.447
3801-3900	$1.437
3901-4000	$1.427
4001-4100	$1.419
4101-4200	$1.410
4201-4300	$1.402

Contractor will need to copy this form to submit proposals for options proposed by the Contractor.

Year 2 of Contract % increase requested: 4%

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.595
3101-3200	$1.580
3201-3300	$1.566
3301-3400	$1.552
3401-3500	$1.539
3501-3600	$1.527
3601-3700	$1.515
3701-3800	$1.505
3801-3900	$1.494
3901-4000	$1.484
4001-4100	$1.476
4101-4200	$1.466
4201-4300	$1.458

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Year 3 of Contract % increase requested: 3.5%

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.651
3101-3200	$1.635
3201-3300	$1.621
3301-3400	$1.606
3401-3500	$1.593
3501-3600	$1.580
3601-3700	$1.568
3701-3800	$1.558
3801-3900	$1.547
3901-4000	$1.536
4001-4100	$1.527
4101-4200	$1.518
4201-4300	$1.509

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Year 4 of Contract % increase requested: 3.5%

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.709
3101-3200	$1.692
3201-3300	$1.678
3301-3400	$1.662
3401-3500	$1.649
3501-3600	$1.635
3601-3700	$1.623
3701-3800	$1.612
3801-3900	$1.601
3901-4000	$1.590
4001-4100	$1.581
4101-4200	$1.571
4201-4300	$1.562

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Year 5 of Contract % increase requested: 3%

Menu Option A: X Menu Option B: _____

Maintenance Option C: X Maintenance Option D: _____

(Facility is currently averaging approximately 25,000 offender meals per week)

AVERAGE MEALS SERVED PER DAY	COST PER MEAL
3001-3100	$1.760
3101-3200	$1.743
3201-3300	$1.728
3301-3400	$1.712
3401-3500	$1.698
3501-3600	$1.685
3601-3700	$1.672
3701-3800	$1.660
3801-3900	$1.649
3901-4000	$1.637
4001-4100	$1.628
4101-4200	$1.618
4201-4300	$1.609

Contractor will need to copy this form to submit proposals for options proposed by the Contractor

Attachment B

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "**Amendment**"), is entered into this_____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 2400 Market Street, Philadelphia PA 19103 ("**Aramark**").

WHEREAS, _____ and Aramark entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "**Agreement**");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with *[Paragraph __ of Amendment No. __ to the Agreement][Paragraph __ of the Agreement]*, the parties agree that the price per meal charged to _____ by Aramark shall be changed as set forth on [Schedule 1] hereto as a result of *[changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]*. This price shall be effective from _____, 20__ through _____, 20__. , and shall supersede in all respects the price per meal set forth in [Paragraph [__] of the Agreement][and Attachment A of the Agreement] or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase described above has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

Attachment C

Sample Client Statement - Market Basket of Products Calculation

[INSERT CLIENT NAME] Exhibit
Sample Market Basket Price Redetermination Statement

(All)			
Market Basket Price Redetermination Statement			
CATEGORY	**Market Basket Weighting**	**August BLS Market Basket CPI Index**	**Weighted CPI %**
Cereals and Bakery Products	10.48%	5.99%	0.63%
Meats, Poultry, Fish and Eggs	20.41%	0.02%	0.00%
Dairy and Related Products	10.40%	0.31%	0.03%
Fruits and Vegetables	13.23%	2.10%	0.28%
Non-Alcoholic Beverages and Beverage Materials	5.41%	5.80%	0.31%
Other Food at Home	40.07%	4.49%	1.80%
TOTAL	100.00%		**3.06%**
August FY 2023 CPI Food Away from Home Index			**6.54%**
Greater of Market Basket to August CPI - Food Away from Home			**6.54%**

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0636-24

File ID:	0636-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/10/2024
File Name:	Digital transformation for HR			**Final Action:**	07/02/2024

Title: A Resolution amending and restating Resolution No. 221-2024, and authorizing the Mayor or the Chief Information Officer, on behalf of the Urban County Government to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321 and RFP #090320, both Contracts between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to Onbase for the Div. of Planning (cost estimated not to exceed $21,509) and the statement of work related to the digital transformation of forms for the Div. of Human Resources (cost estimated not to exceed $51,000), and future Statements of Work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government under either Contract, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, subject to the appropriation of sufficient funds. [Div. of Enterprise Solutions, Stewart]

Notes:

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	Bluesheet Memo_OnBaseHR, Konica Sourcewell Contract 090320-KON Content Management Products and Services, LFUCG - Additional HR OnBoarding Forms + Workflow - SOW - Enterprise, R_221-2024, RESO 0636-24 Sourcewell&Konica Amendment to R221-2024 (rev) 4873-3390-9194 v.2.docx, R-354-2024	**Enactment Number:**	R-354-2024
Deed #:		**Hearing Date:**	
Drafter:	Camille Brann	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass

1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024	
1	Urban County Council	07/02/2024	Approved			Pass

Text of Legislative File 0636-24

Title

A Resolution amending and restating Resolution No. 221-2024, and authorizing the Mayor or the Chief Information Officer, on behalf of the Urban County Government to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321 and RFP #090320, both Contracts between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to Onbase for the Div. of Planning (cost estimated not to exceed $21,509) and the statement of work related to the digital transformation of forms for the Div. of Human Resources (cost estimated not to exceed $51,000), and future Statements of Work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government under either Contract, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, subject to the appropriation of sufficient funds. [Div. of Enterprise Solutions, Stewart]

Summary

Authorization to amend Resolution 221-2024 to execute the necessary documents to procure software and related services from Konica Minolta Business Solutions U.S.A, Inc. under the same terms and conditions as 030321-KON and 090320-KON, both Contracts between Konica Minolta Business Solutions U.S.A, Inc. and Sourcewell. This includes a Statement of Work related to digital transformation of forms for the Division of Human Resources (cost estimated not to exceed $51,000 and funds are Budgeted) and any future Statements of Work related to the procurement of software and service solutions for various dept.s and div.s of the Urban County Government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds. (L0636-24) (Stewart/Rodgers)

Budgetary Implications [select]: **Yes**/NO

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Tiffany Holskey (also previously reviewed R221-2024]}

Risk Management: {Select Yes/**No**, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: $12,000: 1101-210101-0001-71208; $39,000: 1101-160502-1821-71299

This Fiscal Year Impact: $51,000

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: 1101-210101-0001-71208 - $201,640.13

1101-160502-1821-71299 - Funds are encumbered based on email from HR.

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Mayor Linda Gorton,

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: June 7, 2024

SUBJECT: Digital transformation for the Division of Human Resources

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Request:

Requesting amendment to Resolution 221-2024, which authorizes the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services from Konica Minolta Business Solutions U.S.A, Inc. under the same terms and conditions as 030321-KON and 090320-KON, both contracts between Konica Minolta Business Solutions U.S.A, Inc. and Sourcewell. This includes a Statement of Work related to digital transformation of forms for the Division of Human Resources (cost estimated not to exceed $51,000), which is attached hereto and incorporated herein by reference, and any future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Purpose:

The Urban County Government has demonstrated a growing demand for document digitization and automation of document workflows as a means of streamlining handling, processing, and retention, and Hyland OnBase is the UCG's enterprise technology standard for such capabilities. Konica Minolta provides professional services for developing workflow solutions on the OnBase platform, and for scanning of paper documents into digital formats by way of cooperative contracts 030321-KON and 090320-KON. The Division of Human Resources seeks to use these services to create electronic forms and document processing workflows for improved processing, error control, and retention.

Budgetary Implication:

Cost for FY24 is projected to be $51,000

Are the funds budgeted? Yes
$12,000: 1101-210101-0001-71208
$39,000: 1101-160502-1821-71299

File Number: 0636-24

Director/Commissioner: Stewart/Rodgers

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Sourcewell

Solicitation Number: RFP #090320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22102 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended, as such intended uses are specified in the RFP. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures made available to Vendor prior to the commencement of services, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the

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address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

Neither party (and in the case of Sourcewell, each Participating Entity) shall be liable to the other for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use) whether in an action in contract, warranty, tort (including, without limitation, negligence) or strict liability, even if the parties have been advised of the possibility of such liabilities. All covered parties shall not be responsible for problems that occur as a result of the use of any third-party software or hardware or third party personnel.

12. AUDITS

Sourcewell reserves the right to review the true and correct books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities (each an "Indemnitee") supplied by Vendor in violation of applicable patent or copyright laws ("IP Claims"); provided that Vendor shall have

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no liability with respect to an IP Claim that results from (i) unauthorized modification or use of the Equipment or Products by such Indemnitee; (ii) combination, operation or use of the Equipment or Products with any products or services not provided by Vendor when infringement would not have occurred but for such combination, operation or use; or (iii) such Indemnitee's failure to make modifications or changes to the Equipment or Products requested by Vendor when infringement would not have occurred but for such failure.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

   b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

   c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

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2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

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CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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$2,000,000 per claim
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Vendor agrees that renewal certificates shall be issued by their insurance brokers within 10 days after inception of the renewal policies. Renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Vendor agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the policies be canceled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Vendor's insurance broker(s).

Upon request, Vendor must provide to Sourcewell copies of applicable certificates of insurance and applicable endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

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hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures

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required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

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Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 10/27/2020 | 11:54 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 10/30/2020 | 2:41 PM CDT

Konica Minolta Business Solutions U.S.A., Inc.

By: DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB...

Kristen McKenna

Title: State and Cooperative Contract Manager

Date: 10/30/2020 | 3:36 PM EDT

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name:	Konica Minolta Business Solutions U.S.A., Inc.
Address:	1595 Spring Hill Rd Suite 410 Vienna, VA 22182
Contact:	Scott McCool
Email:	smccool@kmbs.konicaminolta.us
Phone:	303-941-9746
HST#:	13-1921089

Submission Details

Created On:	Thursday July 23, 2020 18:24:19
Submitted On:	Thursday September 03, 2020 09:56:25
Submitted By:	Nitzia Payne
Email:	statebids@kmbs.konicaminolta.us
Transaction #:	2563fea8-61a0-49e7-a4bc-89b4b29f8dba
Submitter's IP Address:	74.96.85.165

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Konica Minolta Business Solutions U.S.A., Inc.(Konica Minolta)	*
2	Proposer Address:	1595 Spring Hill Road, Suite 410 Vienna, VA 22102	*
3	Proposer website address:	http://kmbs.konicaminolta.us	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott McCool Manager of National Cooperative Sales 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 smccool@kmbs.konicaminolta.us 303-941-9746 Nitzia Payne State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 npayne@kmbs.konicaminolta.us 703-637-1540	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History of our Company It all began in 1873, when Rokusaburo Sugiura began selling photographic materials in Tokyo. By 1900, the company had developed its first camera. Japan's first plain paper copier was introduced in 1971. A merger of Konica and Minolta was accomplished in 2003, creating a corporate giant with wide-ranging expertise in digital, optical and electronic technology. In 2003, Konica Corporation and Minolta Co., Ltd., who had long fostered a relationship of mutual trust through partnerships in the field of business technologies, became one company through management integration with a view to increasing competitiveness and maximizing corporate values. The new company made a fresh start in October 2003 under a new corporate system comprised of a holding company, business companies and common function companies, following reorganization and integration of the business units within the group. In 2013, the group management system of our company reorganized and the company name changed to Konica Minolta, Inc. Konica Minolta U.S.A. Inc. is a subsidiary of Konica Minolta Inc. While Konica Minolta had maintained a holding company system since its inception in 2003, seven companies in the group were merged in April 2013 as part of a reorganization of the management system. Under this new structure, the company's trade name was changed to Konica Minolta, Inc. from Konica Minolta Holdings, which indicated a pure holding company status. This	

reorganization aimed to accelerate various initiatives designed to increase corporate value by enhancing management capabilities in the Business Technologies Business, facilitating strategic and agile utilization of management resources, and building systems to support efficient operation.

KONICA MINOLTA TODAY
Konica Minolta is a leader in enterprise content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE© 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local government agencies. In support of our numerous government customers, we have a dedicated contract, sales and marketing office located near our Nation's Capital. We are continually recognized as an innovator in the Imaging Technology field, and as the industry benchmark for all customer support.

Konica Minolta sells and services the products we manufacture, ensuring we have the resources to properly support our customers in both the products we sell and the services we provide. By capitalizing on the financial strength of our $10 billion organization, Konica Minolta possesses every capability necessary to become an effective and efficient business partner. We cultivate and maintain effective strategic partnerships with numerous solutions manufacturers, allowing us to present innovative and comprehensive programs that meet and, more often, exceed the expectations of client workgroup administrators.

Innovative Solutions to Give Shape to Ideas Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE© 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local government agencies. We are continually recognized as an innovator in the Imaging Technology field, and an industry benchmark in customer support. *

Our Philosophy and Core Values
The Creation of New Value
We believe in bringing the ideas of customers and society to life through innovation and contributing to the creation of a high-quality society. We're determined to be a company vital to humanity by providing exciting innovation that exceeds expectations. We're committed to being a company that stands firmly in the tracks of our values even in difficult times with a solid and quality business base, ensuring we remain courageous and ready to provide new value in the face of any challenge.

This is the reason Konica Minolta exists. And what guides everything we do as a company. It is our goal to identify the values that our customers and society as a whole, seek — and then do what we can do to meet those needs.

Vision - Possessing a mindset that drives us to best serve and improve the quality of society in all our activities, we are determined to become a company that is vital to global society by providing excitement that exceeds the expectations of all.

Our 6 Values are the essence of our innermost beliefs and define how we go about our business and act towards all our partners. They articulate what we stand for and direct our decision making.

- Open and Honest
- Customer-centric
- Innovative
- Passionate
- Inclusive and Collaborative
- Accountable

Industry longevity related to the requested equipment, products or services
Konica Minolta has been providing document conversion services for over 25 years and converted over 2.5 billion documents in the United States alone. We specialize in solving the myriad of issues that data and document management present to today's office environment. Whether the customer needs a standalone system for the occasional archiving of documents or a full-scale process workflow and processing system, we can support their initiative. Konica Minolta excels in solving the myriad of issues that data and document management present to today's organizations.
Whether it's a standalone system for the occasional archiving of documents, or a full-scale high volume capture, workflow, forms processing, Konica Minolta can support public sector organizations with Robotic Process Automation (RPA) and machine learning systems that involve all of day-to-day departmental processes. Our team of

		experts specializes in the conversion of documents and other media into electronic formats to create actionable information. The better the data being delivered to our customers, the faster they can use that information to process claims, view operational processes for streamlined improvements, change organization flow and improve the bottom line of their businesses.	
8	What are your company's expectations in the event of an award?	Konica Minolta expects to provide Sourcewell with a contract scope that allows its members to implement digitalization initiatives through a single supplier rather than piecemeal solutions through multiple solicitations. This is the power of our vast offering through a single category of this RFP. Our research into the Enterprise Content Management (ECM) industry within the public sector estimates a $1.5 - $2B annual spend. This response engages each aspect of ECM industry an extensive array of products and services. In short, ECM is on the forefront of nearly every Sourcewell member's mind as evidenced by their short- and long-term IT goals. Therefore, our expectation is that this award – within the larger Administrative Software portfolio – increases the overall benefit and use through its alignment with current and future initiatives.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached past 3 years annual reports. BANK REFERENCE: Type of Account: Deposit Account No. 50227866 Bank of America – Connecticut 185 Asylum Street Hartford, CT 06103 Contact: Leslie Robertson – Vice President Phone: 860-952-7490 Fax: 860-952-7515	*
10	What is your US market share for the solutions that you are proposing?	At this time, we do not track market share for the proposed solutions. Konica Minolta partners with some of the largest providers in this space, and continues to grow our technology offerings to provide Sourcewell members a more complete offering. We track market share in other segments of our business. Our multi-function printer A3 color market share is 17.4% and A3 black and white market share is 12.5%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Konica Minolta can provide our solutions through our direct channels in Canada. We do not track market share for the proposed solutions in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) not applicable b) While Konica Minolta is a manufacturer within aspects of the business environment, as an authorized solution provider for the categories of this portfolio, our strength is an ability to serve Sourcewell members through a single point-of-contact. This relationship that spans across the ECM industry allows members to contract with a single supplier rather than multiple and disparate relationships. Our proposed offering includes services that Konica Minolta is a direct service provider of, as well as software and hardware that we are an authorized reseller. These services are offered nationwide by more than 120 direct branch sales locations, along with over 200 Konica Minolta employees who are solely dedicated experts in the field of Digital Transformation.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Konica Minolta holds a number of certifications above and beyond the requirements set forth by our partners. We have highlighted our partner certifications programs below. Hyland – Hyland suggests that all partners maintain at least two OnBase Certified Installers. In addition, Hyland offers certifications as outlined below. Each certification is good for a period of two years before recertification. Konica Minolta has multiple employees with the following certifications. • OnBase Certified Installer • OnBase Certified Workflow Engineer • OnBase WorkView Certification • OnBase Certified Support Engineer • OnBase Certified Application Programming Interface Square 9 – Square 9 suggest maintaining a Certified GlobalCapture Engineer. Konica Minolta holds certifications in the following: • Certified GlobalCapture Engineer • Certified GlobalAction Engineer • Certified GlobalForms Engineer • GlobalSearch User • GlobalSearch Manager • System Implementation Specialist Kofax – Kofax has a wide range of products and certification offerings. Konica Minolta currently holds 236 individual certification with Kofax. Nintex - The Konica Minolta ECM team has recently partnered with Nintex on a National ECM strategy. We are currently working on an aggressive strategy to grow our partner certifications. At the time of this submittal, Konica Minolta has 13 employees certified on Nintex products but that number is expected to grow. Konica Minolta would be happy to provide updated figures as requested.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Konica Minolta has not had any contracts terminated by either party prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

16	Describe any relevant industry awards or recognition that your company has received in the past five years	• 2019 - Konica Minolta has received 2019 Platinum and Diamond support award honors from Hyland Software for helping organizations operate more efficiently using the OnBase® solution. • 2016 - Received Diamond & Platinum Support Award honors in 2016 for helping organizations operate more efficiently using the OnBase® enterprise content management (ECM) solution. • DocPoint Solutions (a Konica Minolta company) Wins 2020 Nintex Partner Award for Business Excellence: https://www.docpointsolutions.com/news/docpoint-solutions-wins-2020-nintex-partner-award-for-business-excellence/ • Nikkei Environmental Management Survey- Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management. • Forbes Magazine- Named to the prestigious list of U.S.-based companies in Forbes Magazine's 2016 "America's Best Employers." • Dow Jones Sustainability World Index o Highest Score in Economic and Environmental Dimensions in the Sector o DJSI World – fourth consecutive year o DJSI Asia Pacific - seventh consecutive year • RobecoSAM- Awarded Sustainability Silver Class 2016 & Sustainability Gold Class 2015; a global distinction for corporate sustainability, by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland. • Carbon Disclosure Project (CDP)- Konica Minolta has secured a position on the Japan 500 Climate Disclosure Leadership Index (CDLI) for the third year in a row, for disclosing extensive carbon emissions & energy data-exemplifying a high level of transparency. • All Covered, a division of Konica Minolta o Recognized as a Top 100 Cloud Service Provider (CSP) for the fourth consecutive year! -Penton Media's fifth-annual Talkin' Cloud 100 report o Recognized as one of the top Managed IT service providers for fifth consecutive year! o Named to the MSPmentor501 list as well as to CRN's Managed Service Provider Elite 150	*
17	What percentage of your sales are to the governmental sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the KMBS-defined Government sector accounted for 9.9%, 9.3%, and 10.6% of overall revenue respectively.	*
18	What percentage of your sales are to the education sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the Education sector accounted for 9.8%, 10.4%, and 8.8% of overall revenue respectively.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	AEPA ● 2019 - $27,877,950 ● 2018 - $32,353,669 ● 2017 - $37,387,411 KPN Interactive White Boards ● 2019 - $192,265 ● 2018 - $288,824 ● 2017 - $1,362,305 NASPO ValuePoint ● 2019 - $30,768,495 ● 2018 - $32,153,999 ● 2017 - $31,466,486 Konica Minolta also currently holds a contract with Region 4 ESC, powered by OMNIA Partners for copiers and related products and services that was not effective until June 2020, as well as a KPN contract for security cameras that was awarded in January 2020. Konica Minolta currently holds 43 Statewide Contracts within the following States: AZ, AR, AL, AK, CA, CO, CT, FL, HI, IA, KY, MD, MA, MI, MO, MS, NE, ND, NV, NM, NJ, NY, OH, OK, PA, SC, SD, TX, UT, VT, WA, WI Sales data is available upon request.	*

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-03F-135DA GS-25F-0030M (renewals only) • 2018 - $22,324,366.50 • 2019 - $22,964,615.48 • 2020 - $13.857, 000.38 (YTD)	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Kansas City Schools	Stacy Swenson, Director of Purchasing stacy.swenson@nkcschools.org	816-321-4450	*
Dallas College, District Service Center	Robert Gonzalez, Auxiliary Business Services Manager rgonzalez@dcccd.edu	972-860-4052	*
City of Mission Viejo	Sherry Merrifield, Administrative Services Analyst adminservices@cityofmissionviejo.org	949-470-3059	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Public Sector Entities	Government	California - CA	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$107,097,662	*
Various Public Sector Entities	Government	New York - NY	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$71,828,160	*
Various Public Sector Entities	Government	Florida - FL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$58,173,158	*
Various Public Sector Entities	Government	Texas - TX	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$51,393,073	*
Various Public Sector Entities	Education	Illinois - IL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$42,309,903	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	Konica Minolta's Government sales force is comprised of a National Director of Government Sales, 2 Regional Director of Government Sales, 1 National Cooperative Sales Manager, and 11 Government Account Managers. The Government Account Managers are responsible for all State and Local Government, as well as National Cooperative sales. Our dedicated ECM sales team is comprised of 2 Vice Presidents, 2 Directors, and over 200 experts in the field of Digital Transformation. We also have a Public Sector Contracts department that is responsible for the overall management and compliance of all of our state and cooperative contracts. Our contracts department manages 43 State Contracts and 5 National Cooperative contracts. Our products and services are offered nationwide by more than 120 direct branch sales locations, and by a team of over 200 dedicated ECM experts that specialize in Digital Transformation. This network is responsible for both the sales and service of placed products and services. We have over 6,749 employees nationally to support this contract with our direct branches. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time. Konica Minolta Business Solutions is committed to providing our customers with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a Service Maintenance and Support program that is recognized by many experts as the best in the industry. With 120 Direct Branch Sales Offices, fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations. All of our direct branches are responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all eligible entities. They will be responsible for implementation and training the customers on the use of the equipment. After installation, they will be responsible for service on the equipment installed. Konica Minolta will hold quarterly meetings with our sales and servicing branches to discuss the contract, issues, sales progress and performance.	*
24	Dealer network or other distribution methods.	The resulting contract will be supported nationwide by Konica Minolta direct branch operations, and our dedicated ECM support team.	*
25	Service force.	Our products and services are offered nationwide by more than 120 direct branch sales locations, and by a team of over 200 dedicated ECM experts that specialize in Digital Transformation. This network is responsible for both the sales and service of placed products and services. We have over 6,749 employees nationally to support this contract with our direct branches. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time. Konica Minolta Business Solutions is committed to providing our customers with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a Service Maintenance and Support program that is recognized by many experts as the best in the industry. With 120 Direct Branch Sales Offices, fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations. All of our direct branches are responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all eligible entities. They will be responsible for implementation and training the customers on the use of the equipment. After installation, they will be responsible for service on the equipment installed. Konica Minolta will hold quarterly meetings with our sales and servicing branches to discuss the contract, issues, sales progress and performance.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Konica Minolta is committed to providing the best service and support to our customers. Each and every customer case is reviewed and managed to the appropriate service level. In the event a ticket requires escalation, our senior staff is available to help quickly bring the issue to closure. An escalation should be initiated when, after working through Konica Minolta's standard resolution process, a customer is not satisfied with the level of timeliness or service that has been provided.	

The Konica Minolta ECM Technical Support Team (aka The ECM Help Desk) assists customers who use, install or develop the solution provided by Konica Minolta. This document defines expectations between the Support Team and its customers, and will be circulated among clients in good account standing and who have signed a software maintenance contract. Additionally, it will be used to ensure the Technical Support Team is held to set standards to provide a guideline of information and expectations. This document defines the following:

- Contact Information
- When to engage the support team
- How to report an incident
- How to define issue severity
- Responsibilities (our support team and our customers)
- Hours of operation

HOW TO REPORT AN ISSUE
During normal business hours Konica Minolta Support is available by phone at: 800-362-8772 (option #1), or email at: ecm.support@kmbs.konicaminolta.us . Issues can be submitted after hours via email.

STANDARD HOURS OF OPERATION
Maintenance and Support Services will be available during the hours of 8 a.m. to 8 p.m., Eastern Time, Monday through Friday, excluding holidays.

KONICA MINOLTA SUPPORT EXPECTATIONS

SUPPORTED ITEMS
Software: Any software that has a current support and/or maintenance contract associated with it.

Hardware: Konica Minolta Support is available to troubleshoot hardware associated with the provided Konica Minolta Solution to determine root cause of an issue. See definition of support activities and scope below.

GOALS
Konica Minolta's technical support philosophy is one that strives to provide organizations with the support services needed to maximize the benefits of the overall solution purchase. Konica Minolta's supports programs are designed to ensure needs are met in a timely and efficient manner.
• Proactive follow-up on all open incidents in a reasonable amount of time based on Severity (see below).

ISSUE PRIORITIZATION
Support calls are prioritized on two criteria:
- The severity of the issue against other client software solutions in production
- The order in which they are received. Customer emergencies always take precedence over non-emergencies.

SUPPORT INCIDENT SEVERITY DEFINITION
Severity 1: Complete system failure and/or critical business function failure. The supported solution is completely unavailable for all critical business units. Only a Production incident can be classified this severely. The goal is to resolve these issues as soon as possible.
Example: All users are unable to access the Konica Minolta solution.

Severity 2: No system failure, but the Client's users are unable to access or execute critical system functions. The supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. The goal is to use best efforts to restore.
Example: Web client users attempt to retrieve documents receive an error message. Users with access to the Thick Client are still able to access documents.

Severity 3: Application not performing per documentation, but the Client's users can perform basic job functions with alternate procedures. Non-Production environment (TEST) incidents are classified with this severity rating. Konica Minolta will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

RESPONSE TIMEFRAMES
Response time is determined only after the problem has been properly received through KMBS's error reporting procedure and categorized into one of three levels
- Respond to Severity 1 issues within one (1) working hour.
- Respond to Severity 2 issues within four (4) working hours and use best efforts to restore
- Respond to Severity 3 issues one (1) working day and will provide fixes within a

		reasonable time and will inform the Client when fixes will be provided CLARIFYING SUPPORT ACTIVITIES The purpose of this section is to solidify the activities of the Support Team. The following assumes that the customer is in good standing with software maintenance. If maintenance is not active or a mutually agreed upon plan to activate maintenance is not in place, then all activity pertaining to this software is a billable event. If the customer has never purchased this software, then the responsibility to address the question or issue is held with the KMBS Sales team. Incidents requiring additional fee-based resources will be coordinated by the client's Account Manager. KMBS Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the customer regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources. Included activities (per the "Support Guide" and "Maintenance Agreement"): • Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue • Production issue is being experienced and a specific error message is being displayed. • Non-Production issue is being experienced and a specific error message is being displayed. • Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist). Conditions that can cause the activity to involve fee-based resources: • Error message is determined to be related to system performance (network, database, resources, etc) • Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application) • Workflow, WorkView, or API solution will need to be modified to achieve desired results • The work was at one point in time accepted by the customer (sign off sheet) and now the work is required to be changed, or changes are requested by the customer. • Consulting, how to, and Training type questions • Customer is inquiring how to design, create or configure a new solution for specific business problems. • Customer is asking KMBS to explain how a particular software component functions, when documentations is typically available online. • Customer is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The ability and willingness to provide products and services to participating entities in the United States is evidenced in our annual revenue within the public sector and success through other Sourcewell contracts we hold. For this contract our Public Sector Sales Team is additionally supported by a team of over 200 individuals dedicated to Enterprise Content Management. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating entity.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, KMBS will coordinate with our Canadian teams to facilitate contract sales where possible.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Konica Minolta is able to fully support Sourcewell nationwide for all participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All hardware included in this proposal is delivered FOB Destination, delivered to the customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Konica Minolta's strength in marketing the Sourcewell contract will come from the combination of the ECM Sales Team and direct branches. These sales teams cover all 50 states and understand the local markets that they sell deliver and provide services in. They have relationships with the schools, local governments, universities, non-profits and other qualified entities, many of which are current customers. Those relationships will greatly assist in our promotion of the Sourcewell contract. Konica Minolta will also utilize our corporate marketing department to deploy our Sourcewell marketing strategy. Our marketing initiatives will include the following: ● Internal Email Campaign to Channel Sales Teams – In order to create awareness and expertise to the Sourcewell contract, Konica Minolta will create an internal email campaign that will highlight the benefits of Sourcewell's Contract for all eligible customers and for the individual sales reps. The campaign will also spotlight product updates, success stories and the addition of field resource materials. ● Konica Minolta - Sourcewell Website – Konica Minolta will create a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website will be used to post contract updates and other customer marketing materials. ● Marketing Materials – Konica Minolta will create contract specific marketing materials highlighting Konica Minolta and Sourcewell's partnership and benefits to public sector customers. These materials may be customized and made available to Sourcewell for use in Sourcewell marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of Sourcewell and Konica Minolta products that are available on Sourcewell's Contract. ● Email Campaign– Konica Minolta will use our public sector database to run an email campaign that will continually bring the Konica Minolta products and services available on the Sourcewell's contract to current and prospective customers. ● National Conferences and Trade Shows – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the Sourcewell contract. Konica Minolta will attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that Sourcewell recommends. Our branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the Sourcewell contract and their local sales teams. Sample marketing materials have been included (Email Campaign, Marketing Flyer).
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Konica Minolta uses various forms of technology in marketing internally and externally to our customers. Internal - We will use Konica Minolta's Learning Group to conduct a Government Sales Learn Track that sales teams are assigned. It covers the fundamentals for selling to government and how to discuss cooperative contracts with government buyers and business managers. We have also created a learn track to include material about Sourcewell and will update that material to cover this contract upon award. Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce an award of the Sourcewell Contract and any other relevant news. Konica Minolta's direct channel uses Brainshark to provide a 20-30 minute sales overview on a monthly basis. On this recorded overview, we will announce the Sourcewell award and provide a short overview of the Sourcewell benefits that we will be introducing to our public sector customers and prospects. Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan. External - Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell Contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners. Konica Minolta has also created the web series GovTV, which includes interviews of industry experts on government solutions. These interviews will be posted on Konica Minolta's YouTube channel. All of the solutions discussed will be available via the Sourcewell Contract. As previously mentioned, Konica Minolta will also create a website for this Sourcewell contract put information at the fingertips of our customers and prospects.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Konica Minolta's Public Sector Team believes that a strong partnership with Sourcewell will provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that Konica Minolta would look to Sourcewell for help in promoting our contract. • Member Communication of Award – Upon award, we would request Sourcewell's resources to launch Konica Minolta's contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend. • Konica Minolta Updates – Konica Minolta would utilize Sourcewell's resources to update customer on the addition of products and/or services or any other contract related information. • Customer Engagements – Konica Minolta would request assistance from Sourcewell on customer engagements including answering member questions, prospective customer meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward. • Konica Minolta Training – We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific branch meetings that are focused on a specific market or customer engagement. Some meetings will be in person but many times a webinar or conference call would suffice. • Sourcewell Member Product Showcases – We like to showcase our industry-leading technology to captive audiences. In doing so, we can introduce innovative ideas to Sourcewell members that can transform their work environments or reduce their costs. We would request Sourcewell's assistance in inviting members to view Konica Minolta's Product Showcases which could be webinars or, on occasion, demonstrations using Sourcewell or Konica Minolta video productions. • Email / Direct Mail Introduction of Konica Minolta to Sourcewell Membership – With Sourcewell's assistance, Konica Minolta would request access to a membership list with email addresses and /or mailing addresses to introduce Konica Minolta technologies to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates. Our vertically assigned branch sales teams have well established sales processes that include a cooperative contract sales track. Our Sourcewell training will provide them the information they need to market the Sourcewell contract's benefits and scope of solutions to current and prospective customers. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the complexity, customization, and configuring of the products, software and services proposed, we do not offer the ability to order through our e-procurement system. There is significant room for error if a customer were to order something through this method, without working directly with our dedicated ECM team on preparing their order based on the customer specific SOW.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Konica Minolta views training and documentation as a critical success factor in any Content Management Solution implementation and its ongoing development and usage. We provide a comprehensive range of training services including system administrator training, train the trainer instruction, onsite end user training, customize manual and procedures development, online classes, and web based tutorials. Konica Minolta follows a “Train the Trainer” education model for ECM solution training. The “Train the Trainer” session will be conducted by the Konica Minolta ECM Solution Engineer and they will provide City’s designated Trainer or System Administrator the necessary material and information to conduct the subsequent training of the end users. There are several benefits to this learning technique. 1. Knowledge Retention – People tend to pay attention when they know that the next time they’ll be the instructor. 2. Learning by Teaching – Teaching a topic is the best way to reinforce knowledge. By encouraging staff to teach, they are encouraged to become experts. 3. Creating Leaders – Teaching others builds leadership skills. 4. Cost Reduction – Using a customer’s own staff as instructors can dramatically reduce training expenditures. 5. Training Follow Up – When trainers are public sector employees, there are increased opportunities for follow ups. 6. Social Reinforcement – It has been shown that people are more likely to retain knowledge when they know the teacher. 7. Skill Retention – By building a culture of teaching, greater depth of skill retention can be achieved within an organization. Solution Acceptance Final Solution Acceptance is dependent solely upon the criteria defined in this Scope of Work, and any associated Change Orders that may result during the solution development life cycle. Administration Training System Administration and Workflow Administration training is also available from our solutions providers. Konica Minolta ECM strongly recommends that a City representative enrolls and completes these courses prior to solution Go-Live. More information on course scheduling and pricing is available from your Solution Account Manager.	*

37	Describe any technological advances that your proposed products or services offer.	Under our management philosophy, "The Creation of New Value," Konica Minolta strives to be a corporation that continues to create inspiring products and services, as well as a global corporation that leads the market with advanced technologies and reliability. Within the past two to three years, specifically in the business technology group, we have made many innovative enhancements to our powerful offerings increasing our dedication to being a trusted partner. Keying information from paper or a screen is not enough anymore in 2020. The disruption through advanced technologies is hitting every vertical industry, with insurance and outsourcing services being no exception. The automation's promise: improve quality, speed and functionality to drive revenue growth. Clients' needs a partner who has a proven track record of excellence in both the traditional areas of capture services, as well as the new world of document automation, robotic process automation and artificial intelligence. Most importantly, our clients need a partner who has a plan for the transition. In order to fully embrace document automation services, machine learning is at the top of the advanced cognitive technologies that are absolutely required. Only machine learning allows a system to efficiently answer questions like: • Where does a document end and where does a new one begin? • What are the topics covered by this document? • What particular customer information does it contain? Trained by watching and learning from Konica Minolta staff, our solution utilizes market-leading technology for supervised and unsupervised machine learning and online document training, enabling best-in-class automation rates. This automation is needed to overcome errors associated with manual data entry. Robotic Process Automation The merits of robotic process automation (RPA), a technology that has the power to increase productivity and accuracy by mimicking human activity in highly repetitive, volume intensive processes. The same RPA value proposition holds true in the outsourcing world. At Konica Minolta, we choose wisely how to apply human and robotic resources together. From within the BPM platform, robots can work on legacy or third-party systems whenever there is a need for real-time integration to deliver or to request information. Humans come into the scene for tasks with a need for creative or critical thinking. Our client's robots can talk to our robots in a way that they can share tasks or transfer the result from one robot to the other. This allows for limitless automation, still with a human touch. Artificial Intelligence Artificial Intelligence (AI) enriches traditional claim capture workflows with "spot-on" enhancements and cognitive abilities. A well-known AI category deals with artificial vision, which allows it to capture images and text in difficult environments. For example, such capabilities are essential in legacy desktop automation tasks or for customer facial recognition on a mobile device. Neura networks, natural language processing, and intelligent algorithms empower intelligent automation in various areas such as fraud detection, customer experience, predictive analytics, and many more. Konica Minolta is ready to enable these technologies, today and tomorrow. Workflow and Process Intelligence Beyond capture, true value lies in managing workflows and the underlying process structure. Konica Minolta' BPM system can execute full or bypassed parts of workflows and processes. In the claims process, this can be as simple as an erroneous communication with the biller, or an exception handling of a special situation with a sent in documentation. In addition, you identify bottlenecks and improvement areas within the business processes through the built-in predictive and actionable analytics center. Process analytics help on an operational level in many areas, such as preventing system failures and identifying real-time threats to business value goals like a drop in accuracy. It also enables you to build limitless management dashboards with no coding required. Future Automation Example I: Medical Claims In a perfect world, there exists a HIPAA compliant standard for the automated exchange of medical claim data between biller and claim processor: the EDI 837 transaction set. However, today's reality looks different as the brunt of medical claims are received on paper or as PDF images through fax and email channels. The breakdown of client's document volumes impressively underlines this trend. This adds the cost of keying the data of complex forms like the CMS-1500, UB-04 and dental claims. Konica Minolta offers an out-of-the box solution for automated medical claims capturing based on machine-learning algorithms and inherent rules of the underlying fields. Patient, provider and service line data are all validated, including ICD 9/10 and procedural codes, while matching with remittance data from the EOB. Simple exceptions can be directly addressed to the biller.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our	

approach contributes to creating shared value (CSV) for environmental improvement with our customers, sharing ideas to improve and enhance everyone's environmental activities.

Konica Minolta's environmental initiatives are listed below.
- EcoVision 2050
- Solar Energy Initiatives
- Earth Friendly Products
- IH Fixing Technology
- Clean Planet Recycling
- Simitri® HDE Polymerized Toner
- PET Plastics
- ICE-u Technology
- OLED Lighting
- Green Factory Certification System
- Green Product Certification System
- Green Marketing

Our strategic and extensive development of these initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.

EPEAT®, which is managed by the Green Electronics Council, has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment.

Green Products Certification System is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production.

PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic.

IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings.

Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000 kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles. *

Awards and Certifications Prove We Care
We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When a customer chooses our products, they can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.

Energy saving program for office equipment
ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part do an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries.
Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements.

The world's first environmental labelling system
Blue Angle: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angle is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angle certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised.

ECO LEAF Labelling
The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling.

		Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF. RoHS2 & Declaration of Conformity RoHS2 & Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2 and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products. Environmental Certification Program EcoLogo: is North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world. Certified Useful for Environmental Preservation Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	• ISO9001 • ISO14001 • ISO17025 • C-TPAT • RoHS • CE • UL • CPSC16 • REACH • Barcode Capable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Konica Minolta is not a small, minority or woman owned business enterprise, we are committed to the sourcing of materials and services from suppliers who are at least 51% owned and operated by one of the following categories or ethnicity's: • Small Disadvantaged Businesses • Minority-owned businesses • Women-owned businesses • Disabled-owned businesses • Veteran-owned businesses • LGBT businesses In all aspects of our purchasing and performance we encourage the utilization of Minority, Women Owned, and Disadvantaged business enterprises. On many contracts, Konica Minolta utilizes these enterprises to support the lease financing, delivery and service maintenance needs of our devices. Additionally, our Strategic Alliance program works to establish partners or teams with companies that have minority or hub zone certification both on a State and Federal level to pursue both public sector and private sector business opportunities. The Strategic Alliance program allows Konica Minolta to form partnerships with the following minority certifications (Women Owned, African American Owned, Veteran Owned, Asian American Owned, Native owned and Hispanic American Owned) in support of opportunities within specific geographies or in support of specific contracts. Partnerships are based on the needs of the specific opportunity, statement of work, partner's useful business function in overall solution, financial viability, contract requirements and customer need / preference. Once a partner is selected, a teaming agreement is drafted which is primarily governed by the statement of work associated with the opportunity. Konica Minolta can provide specific examples of some of our partnerships upon request.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Due to images and graphs Konica Minolta has included an attachment in our "Supporting Documents" zip file with our response to this question.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	General response to Warranty Table: In the event of any service warranty claim, Konica Minolta or 3rd party (Consultant) shall re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of the end user or a third party. THE FOREGOING IS THE ONLY WARRANTY MADE BY CONSULTANT. CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY CONSULTANT HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY. Answer to Q42: All third party hardware and software furnished by Konica Minolta hereunder are subject exclusively to the respective manufacturer's warranty. Konica Minolta shall pass through to Sourcewell members all such applicable warranties.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All software and hardware provided or installed by Konica Minolta are subject exclusively to the respective manufacturer's warranty, and do not impose usage limits or restrictions.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Category I - Yes, a local technician would be assigned to perform a repair. Not applicable to Categories D & J.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	None in the United States We have geographic regions of Canada where we would not be able to market the resulting contract. We will identify these areas post award.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All third party hardware and software furnished by Konica Minolta hereunder are subject exclusively to the respective manufacturer's warranty. Konica Minolta shall pass through to Sourcewell members all such applicable warranties.	*
47	What are your proposed exchange and return programs and policies?	Please refer to attached documentation in the "Supporting Documents" zip file related to Kodak and Fujitsu scanners exchange and return policies.	*
48	Describe any service contract options for the items included in your proposal.	The maintenance and warranty pricing options vary by product and service in our proposal. The pricing and length of time is noted in the description of the available maintenance and/or warranty line item.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days	*

50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Konica Minolta Financing Options We administer financing options either directly through Konica Minolta, or one of our Premier Financing Partners. While these agreements are financed and held by our finance partners, all other contractual obligations remain with Konica Minolta. Through these financing programs, we can offer the following suite of Finance Solutions: 1. Dollar Buyout Leases - 24-60 month terms (applicable only to Hardware Financing) 2. True Municipal Finance Programs – 24-60 month terms • Minimum transaction size $25,000 and the customer must qualify 3. Software Only Finance Program – 24-60 month term 4. Purchase Order Only Financing Program • Details will be provided upon award Konica Minolta has also partnered with NCL Government Capital ("NCL"), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL's Sourcewell contract for the financing and Konica Minolta's contract for the software system, the customer receives a turnkey solution and the entire project has satisfied their bid laws. NCL will offer leasing terms from 12-72 months on transactions from $15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional $1.00 Purchase Options. With the exception of the Purchase Order Only option, a Software Financing Agreement will require customer signature on a transactional basis. Konica Minolta may offer additional forms of lease/finance agreements from time to time based on individual entities specific needs. We have included our financing agreements for reference.	*

51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Order Process All ordering and sales reporting will be provided directly by Konica Minolta, our KMPF finance partners, and/or NCL under a resulting contract. Konica Minolta establishes a Master Agreement ("MA") in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number. Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system. Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows: 1. Requested order is immediately input from the order-processing center through the Konica Minolta Corporate Order Entry System 2. Within 24 hours an Order Number is generated against the order input 3. Within 24 hours inventory is checked for availability at the Branch Servicing Center 4. If applicable, upon confirmation of inventory availability, a serial number is assigned to the order 5. Upon generation of software licenses, customers are provided a copy of the software licenses via email 6. 48 hours after licenses being distributed, the invoice number is generated 7. Upon software license distribution, the Konica Minolta Professional Services Team will schedule for implementation as required Quarterly Sales Reporting Konica Minolta is currently an awarded vendor on two (2) Sourcewell contracts (MFD's and Unified Communications), which has given us experience using the preferred contract sales template. The data captured in our SAP-based operating system provides a wide array of information related to each transaction. Using a tool connected to SAP we run our sales reports based on the required criteria on Sourcewell's contract template. Should we receive an award under the resulting contract, Sourcewell will continue to receive timely and accurate reports from Konica Minolta. All ordering and sales reporting will be provided directly by Konica Minolta and/or our KMPF finance partners under a resulting contract.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. For purchases, there is no additional cost to Sourcewell Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Konica Minolta is providing Sourcewell participating members product category discounts from MSRP in our proposal. We have provided our pricing schedule in detail on the attached excel file (including MSRP, SKU's, and Sourcewell discounted price). Due to the varying requirements of ECM from member agencies, certain line items within the catalog may be expressed as $0. $.01 or $1. For clarification, $0 line items reflect no cost to the agency, whereas $.01 - $1 line items reflect a need for scope of work development and the cost is unable to be provided in this format and determinate by the specific needs of the agency. This is an industry standard practice.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Category D: up to 5% Category J: up to 5% Category I: up to 20%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Konica Minolta will look at each opportunity on a case by case basis, and will offer spot discounting based on the customer's needs, and the competitiveness of that particular market.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the product or service that was needed, if it falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, based on a discount from MSRP. Depending on the product or service, the customer may have to sign our KMBS standard terms and conditions for the open market items. OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. This will be quoted at time of request.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For Category I we have listed pricing for the following on our price list: ● Installation ● Training ● Professional Services ● Delivery ● Delivery to remote areas of Alaska and Hawaii (case by case) For Software and Services all items are identified individually on our price list.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Category I - Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. A majority of our proposed offerings are Software, which is delivered electronically. However, in the past, we have utilized very unique abilities in the past to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our customers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Similar as the Proposer typically offers to cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Konica Minolta uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the Sourcewell contract. The master agreement will represent the complete contractual relationship between KMBS and Sourcewell, including terms and conditions and pricing information. We will also be able to use the master agreement number to pull all billing activity for reporting and payment of any administrative fees. Master Agreement, orders and administrative fee payment and reporting will be managed by our KMBS Direct Administration team. Additionally, we are subject to JSOX procedures that ensure thorough checks and balances and periodic audits to confirm that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures. Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our government contract sales reporting. They are very familiar with the process, and understand the importance of keeping Konica Minolta in compliance with our contracts. The State and Cooperative Contract Manager, Kristen McKenna, has overall responsibility for the day to day contract compliance, as well as the sales reporting and remittance of all rebates. We ensure that reports and rebates are submitted timely to our government customers.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Konica Minolta proposes a standard administrative fee payable to Sourcewell as follows: 1% on all categories.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Konica Minolta is proposing solutions and services for the following categories: Category D. Enterprise Content Management (ECM) solutions Our proposed ECM solutions are designed to increase workflow efficiency, storage, security and compliance by automating manual processes, digitizing paperwork and streamlining office tasks. With less energy spent on manual tasks, chasing documents and managing paper operations, more time will be available for customers to prioritize their most important tasks. Below are the primary goals and benefits of a Konica Minolta ECM solution:

- Reducing Paper Overload- Printed documents, invoices, receipts, credit card statements, contracts and expense forms can lead to paper overload. Additionally, holding on to years' worth of archives leads to an expensive, inefficient and insecure storage problem. Our ECM solution helps manage this paper trail with a comprehensive solution tailored to the specific customer.
- Unnecessary Risk of Loss- Documents are easily misfiled, misplaced, or even picked up by the wrong person. Finding these missing documents represents a matter of misdirected time, money, energy along with the risk of security breaches, expensive audits and lawsuits. With ECM, digitally and centrally stored documents offer easy access and provide a solution to time wasted on lost documents
- ECM for Environmental Health- Going green, especially on the enterprise level, is a complex undertaking, and a crucial part of any environmental agenda. It can be a gradual process, but often begins with reducing resource usage, implementing recycling policies and encouraging people to print less and digitally store more. ECM and Document Capture can help departments go paperless and spare the environment.
- Better Data Security- The security of data is of paramount concern, leaving no room for unsecure, vulnerable paper-based processes that could lead to negative and expensive consequences. With an increasing number of compliance regulations and audits, keeping track of documents is a necessity for all government entities. Implementing a best-in-class ECM solution offers peace of mind with secure digital document capture, confidentiality rules and retention planning.
- Low Value Tasks- A low-value task is anything that draws time away from an entity, stopping it from performing to its full potential. Increasing productivity through automation will ultimately lower costs and improve workflows, empowering employees to "work smarter, not harder." Our ECM solution's automation capabilities help minimize low-value tasks, streamline work and build upon success.
- Different Document Versions-When customers need synchronized operations across their team, it is mission critical that all have access to the most current business documents like pricing lists, contracts and order forms. With an enterprise content management (ECM) solution that allows for document management and version/revision control, a user can safely create, revise and distribute critical business documents, and ensure all team members have secure, centralized access.
- Maximize Efficiency, Minimize Risk- The efficiency of business processes and management of compliance and regulatory risks is a priority that needs to be addressed. Seamlessly integrating an ECM solution within an existing core work application helps improve how documents are handled, manage risk and promote internal collaboration. Our ECM solution empowers users to be more efficient and effective, reducing costs and improving overall ROI. *
- ECM Conversion- If an entity has a legacy ECM solution that adds costs without adding significant value, conversion is a viable path to consider. Konica Minolta is able to help customize a solution that reduces costs, aligns with IT investments, gains new efficiencies or mitigates risks from an outdated and under-performing system.
- Better Customer Experience- With the current landscape focused on speed and efficiency in data management, customers come with very high expectations, and systems need to keep up with those expectations. With ECM, the goal is to improve the enterprise and subsequently improve the customer experience. ECM provides easily accessed real-time information, visibility into the status of online transactions/requests and access from any personal device.
- Maximizing SharePoint- Microsoft SharePoint has become a popular program within private and public sector; our associated ECM solutions help maximize the system to its fullest potential. With ECM's improvements in storing, organizing/locating documents, ensuring consistency, managing metadata, increasing security and improving workflows, customers see better results in terms of reduced costs, optimized business processes and better adherence to industry compliance.

Category I. Equipment and accessories related to the offering of systems or solutions described in subsections 1.a. – 1.h. above, including hardware, peripherals, and accessories:

In support of our proposed ECM solutions, Konica Minolta is able to provide top of the line scanners to assist customers with digitizing files. Our available scanners include multiple price points based on need, with multiple options from Kodak and Fujitsu available. In addition, DIS Scanners which are tailored to ECM digitization are available in support of this offering.

Category J. Services related to the offering of systems or solutions described in subsections 1.a. – 1.i. above, including hosting, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support.

Konica Minolta has a host of related services available to support the solutions and equipment being offered in this response. This includes the following service

		categories: ● Konica Minolta Professional Services ● Konica Minolta BPO Services ● All Covered Application Management ● All Covered SharePoint Practice	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Category D. Enterprise Content Management (ECM) solutions: ● Process Collaboration and Management ○ Identify the ability to streamline processes to overcome budget constraints ○ Facilitate rapid policy changes to meet demand and public expectations ○ Coordinate and communicate across government departments ● Content Management ○ Human Resources ■ Policy and Procedure Sign Off ■ Employee OnBoarding/OffBoarding ■ Employee File Management (Hire to Retire) ○ Electronic Form Submission ■ Request for Services/Assistance ■ Licensing Requests ■ Complaint Filing ○ Citizen Portals ■ Record Search ■ Form Submission ○ Public Records Requests ■ FOIA Requests Form, Agency Management, Delivery ○ Disability Case Services ■ Veteran Services ■ ACO/Health Policy Commission ● Business Process Outsourcing ○ Backfile scanning of records ■ Historical Records - Birth - Dealth & Marriage - Register of Deed's - Maps - Photographs ● Intelligent Automation ○ Constituent Application Processing ■ Mobile, Web or Paper submission ■ Capture form data and information for further processing ○ Public Assistance Programs ■ Mobile, Web or Paper claim filing ■ Capture claim data and information for further processing and decision making ● Robotic Process Automation ○ Customer Service ■ Automate contact and call center processes, update system profiles, automate notifications ○ Human Resources ■ Payroll processing, onboarding tools, recruitment ○ IT Management ■ System monitoring, directory management Category I. Equipment and accessories related to the offering of systems or solutions described in subsections 1.a. – 1.h. above, including hardware, peripherals, and accessories: ● Scanning Equipment ○ Digitization ○ Kodak Scanners ○ Fujitsu Scanners ○ DIS Scanners Category J. Services related to the offering of systems or solutions described in subsections 1.a. – 1.i. above, including hosting, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support. ● Konica Minolta Professional Services ● Konica Minolta BPO Services ● All Covered Application Management ● All Covered SharePoint Practice	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	○ Yes ◉ No	n/a	*
67	Human resource information systems (HRIS)	○ Yes ◉ No	n/a	*
68	Financial management systems	○ Yes ◉ No	n/a	*
69	Enterprise content management (ECM) solutions	◉ Yes ○ No	Our ECM response encompasses the strategies and tools used to capture, process, manage, store, preserve and access all information relevant to an agency	*
70	Student information systems (SIS)	○ Yes ◉ No	n/a	*
71	Facility management software (FMS)	○ Yes ◉ No	n/a	*
72	Court, corrections, law enforcement, or justice system software solutions	○ Yes ◉ No	n/a	*
73	Municipal services, inspections, and permitting management solutions	○ Yes ◉ No	n/a	*
74	Equipment and accessories related to the offering of systems or solutions described above.	◉ Yes ○ No	Our ECM response encompasses the strategies and tools used to capture, process, manage, store, preserve and access all information relevant to an agency	*
75	Services related to the offering of systems or solutions described above.	◉ Yes ○ No	Our ECM response encompasses the strategies and tools used to capture, process, manage, store, preserve and access all information relevant to an agency	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Konica Minolta's Public Sector Team understands that the award of a national cooperative contract does not end its process. We are constantly evaluating contracts within our cooperative contract portfolio to understand the strengths and weaknesses with each. As such among our internal metrics are the following examples: • Monthly Revenue: Revenue reporting provides the guidance to evaluate the strengths and weaknesses of our use of the national cooperative contract. This information allows us to pivot with the field sales organization to advance the contract within specific participating entity sectors. • Campaign ROI: Our Customer Relationship Management tool allows us to assign identifications to marketing campaigns. We use this detail to analyze the success of prospecting and conversion to sales. This ROI information allows use to address regions that are underperforming in their effort and develop best practices where region have found success.	*
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Konica Minolta excels in integrating Content Management Solutions with mission critical line of business applications. We have extensive experience and technical knowledge of various custom development languages, and web services platforms, as well as the APIs for our ECM Solutions. We have experience working with multiple, enterprise level systems in a variety of environments, and can integrate directly with the current line of business system deployments. Many integration options are available for integration into 3rd party applications. In many cases the line of business application will be aware of an industry leading software platform. The Konica Minolta implementation team is able to communicate with the 3rd party software provider on behalf of the client in order to find the most efficient integration methods for those applications.	*

78	Describe your migration, customization, and upgrade processes.	The conversion process can be broken down as follows: ● Gather data from source. Validate indexing assumptions ● Cleanup ● Normalization ● Conversion testing, acceptance tests, production, monitoring, reporting The documents to be migrated are assumed to be fully indexed with associated metadata. The conversion process will extract such data, evaluated for potential issues when migrated to OnBase, manipulated as necessary in order to be used to populate the database. Any detected anomalies or issues that would require more than typically level of effort will be reported for further Client review and action. No field is assumed mandatory, i.e. any of these fields may be blank or null and will be migrated intact. Unless otherwise negotiated, no attempt will be made to automatically or manually parse or validate any of these fields. Any request for additional fields must be separately discussed and quoted. Any fields require but not included in the 3rd Party Repository database will be considered Out of Scope and may require a change order. However, if the Client provides a lookup table addressable from a captured unique key value, additional fields may be populated automatically using a lookup process. Any exceptions from a fully auto populated lookup table process will be billable on an hourly rate basis.	*
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	Konica Minolta's ECM partners have created a number of policies and procedures to help ensure the success of this Business Continuity Management System. The Business Continuity Planning (BCP) was written and designed to relate key business processes with key systems that support each process. The BCP identifies roles & responsibilities, interruptions, and system recovery plans to deal with the recovery of business in the event of a disaster. Incident Handling Policy The IHP was written and designed to be able to identify and respond appropriately to incidents that can occur that might impact systems. The IHP identifies roles and responsibilities, procedures to identify, steps to handle the incident and remediate appropriately. Client Data Handling Client Date Handling is to be used as a guideline in handling customer data and protect against reasonably foreseeable risks to the security, confidentiality, integrity and availability of customer information. It identifies guidelines of how to proper receive and transmit customer data across the organization so that a consistent standard can be achieved in the handling of customer data.	*

80	Describe your strategy related to implementation, integration and use of installation partners.	In support of the lean methodology for the implementation of ECM solutions, Konica Minolta has adopted the Engagement Management concept, with an Engagement Manager fulfilling the responsibilities of both a Business Analyst and a Project Manager for the Konica Minolta ECM project team. The Engagement Manager serves as the primary point of contact throughout the project and is directly involved with the development and execution of the Solution. They establish the Konica Minolta ECM project plan and schedule, making sure that the right resources are involved at the right time. This allows the Engagement Manager to provide timelier communication, with greater clarity and visibility, throughout the project implementation. The Konica Minolta ECM Implementation Process begins with a 'soft' project launch of the Business and Technical Assessments and is completed after Go-Live. The basic course of events for the implementation of a typical ECM solution is as follows: 1. 'Soft' Project Launch [Konica Minolta ECM] a. Business Assessment b. Technical Assessment c. High-Level Project Plan Development 2. Software Installation [Konica Minolta ECM and Client's IT Representative] 3. Formal Project Launch [Konica Minolta ECM and Client's Project Team] a. Kickoff Meeting including review of Project Roadmap 4. Solution Development - Lean Methodology. Completed for, but not limited to, each of the following ECM elements: Taxonomy, Integration and Capture, Retrieval, Workflow, and Security. a. Requirement Identification and Documentation [Konica Minolta ECM and Client's Project Team] b. Requirement Review [Konica Minolta ECM and Client's Project Team] c. Configuration [Konica Minolta ECM] d. Configuration Review [Konica Minolta ECM and Client's Project Team] 5. End-to-End System Testing [Konica Minolta ECM] 6. Solution Documentation Development [Konica Minolta ECM] 7. Training: Train-the-Trainer [Konica Minolta ECM and Client's designated trainer] 8. User Acceptance Testing (UAT) [Client's Project Team] 9. Change Order Process [Konica Minolta ECM and Client] 10. ECM Solution Acceptance [Client] 11. Cutover to Production Environment [Konica Minolta ECM and Client's IT Representative] 12. ECM Solution Go-Live 13. Post Go-Live Support	*
81	Identify any mobile applications available for your offered solutions, if applicable.	Mobile Access will be configured in our ECM platform environments, including support for Android and iPhone devices. Support for iPad or Windows Devices is also available with additional licenses. Support for iPad or Windows Devices is also available with additional licenses. Our mobile applications are periodically updated to include new functionality and fix software defects. When these applications are updated, the updates are not automatically deployed to devices. Users must update the Mobile application on their devices through the appropriate application store/market. anDroid Support Android OS 4.2 or greater to use OnBase Mobile Access for Android. iOS Support • As of the initial release of, Mobile Access and Mobile Healthcare applications are supported on iOS versions 10.3.3 and 11.3.1. • After the initial release, Mobile applications will continue to be supported on up to two of the latest major versions of iOS. Windows Support Windows 8.1 or greater to use Mobile Access for Windows.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Table 2_Q.8_Annual Reports Konica Minolta.zip - Friday August 28, 2020 15:17:41
- Marketing Plan/Samples - Table 7_Q.32_Marketing Samples.zip - Friday August 28, 2020 15:31:12
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Table 9_Warranty_Q.47_Konica Minolta.zip - Friday August 28, 2020 15:32:04
- Pricing - Sourcewell_Admin_Software_Pricing_Submission_Konica Minolta.xlsx - Monday August 31, 2020 14:20:27
- Additional Document - Supporting Documents.zip - Tuesday September 01, 2020 08:14:06

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristen McKenna, State and Cooperative Contract Manager, Konica Minolta Business Solutions U.S.A., Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	☑	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	☑	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	☑	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	☑	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	☑	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	☑	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	☑	1

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AMENDMENT #1
TO
CONTRACT #090320-KON

THIS AMENDMENT is by and between **Sourcewell** and **Konica Minolta Business Solutions U.S.A., Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Public Sector and Education Administration Software Solutions with Related Services effective October 30, 2020, through November 2, 2024, relating to the provision of services by Vendor and to Sourcewell and its Participating Entities (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. The information contained in Question 50 of the Proposal is replaced with as following to clarify information on the Vendor's financing program:

   We administer financing options either directly through Konica Minolta, or one of our Premier Financing Partners. While these agreements are financed and held by our finance partners, all other contractual obligations remain with Konica Minolta.

   Through these financing programs, we can offer the following suite of Finance Solutions:

   1. Dollar Buyout Leases - 24-60 month terms *(applicable only to Hardware Financing)*

   2. True Municipal Finance Programs – 24 - 60 month terms
      - Minimum transaction size $25,000 and the customer must qualify

   3. Software Only Finance Program – 24 - 60 month term

   4. Purchase Order Only Financing Program
      - Details on Purchase Order Only Program are provided below:

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> Purchase Order only transactions: The following language must be incorporated into the members or participating entity's purchase order: This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 090320-KON, specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in https: https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell/detail/090320-kon contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.

We have included our Financing Agreements for reference. The Premier Partner financing agreements ("Financing Agreement") are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell RFP #090320 and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 090320 Section II.B.), the Financing Agreement terms shall control.

Konica Minolta has also partnered with NCL Government Capital ("NCL"), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL's Sourcewell contract for the financing and Konica Minolta's contract for the software system, the customer receives a turnkey solution and the entire project has satisfied their bid laws.

NCL will offer leasing terms from 12-72 months on transactions from $15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional $1.00 Purchase Options.

With the exception of the Purchase Order Only option, a Software Financing Agreement will require customer signature on a transactional basis. Konica Minolta may offer additional forms of lease/finance agreements from time to time based on individual entities specific needs."

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 12/28/2020 | 8:46 AM CST

Konica Minolta Business Solutions U.S.A., Inc.

By: DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB...
Authorized Signature

Kristen McKenna
Name – Printed

Title: State and Cooperative Contract Manager

Date: 12/28/2020 | 9:24 AM EST

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 12/28/2020 | 8:48 AM CST

LEXINGTON

LFUCG

Additional HR OnBoarding Forms and Workflow Processing

Submitted by:
Robin Brockman
Michael Rutkowski

Submitted Date:
5/21/2024

This Statement of Work (“SOW”) is made by and between Konica Minolta Business Solutions U.S.A., Inc., a New York corporation (“Konica Minolta” or “Consultant”), and Lexington-Fayette Urban County Government (“LFUCG”) (“Client” and together with Konica Minolta, the “Parties” and individually a “Party”).

Document Properties

Prepared For:	Lexington Fayette Urban County Government
Solution:	Additional HR OnBoarding Forms & Workflow Processing
Document Type:	Statement of Work
Current Version:	1.0
Prepared By:	Robin Brockman Michael Rutkowski
Expiration:	**6/24/2024**
Ref. #	SF00017094

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Keith Erban	Konica Minolta	Professional Services Manager	kerban@kmbs.konicaminolta.us

Definitions

- UAT: User Acceptance Testing
- DIP: Document Import Processor (Hyland Module)
- IDP: Intelligent Document Processing

1. Executive Summary

1.1 Introduction and Background

The purpose of this executive summary is to provide an overview of the results of our study on the effectiveness of Client's Human Resources onboarding process as it relates to Pre-hire/New Hire Onboarding forms. Our research focused on analyzing the current process, identifying areas for improvement, and recommending changes to increase efficiency, reduce paperwork. The study included interviews with HR staff, and managers, as well as a review of data on the current process.

As part of the application process, LFUCG requires applicants to complete a number of pre-hire forms, which include the following:

- Applicant Pre-Screening Form
- Disclosure Form - DCC 501
- Waiver Agreement and Statement - DCC 500
- DPP-156 Central Registry Check

The applicant will complete the forms with the required information, and submit them to LFUCG for review. The HR department users will review the forms to ensure all the information is present, and then update external systems with the applicant information.

Once the applicant paperwork process has successfully been completed and the applicant has accepted the offer of employment, they are required to complete additional forms as the first part of their LFUCG employee onboarding process. These forms include:

- I9
- K4
- W4
- Direct Deposit

The New Hire will complete the forms and submit them to the LFUCG HR department for review. A P1 form is then generated and completed by the HR department when all the Onboarding documents have been received. This is used as an informational form to gather information from the I9, K4, Direct Deposit and W4 that is then entered into PeopleSoft. Additionally, the P1's are used for existing employees to make updates to their record in PeopleSoft.

The key findings and recommendations from our study are outlined in this executive summary.

1.2 Key Findings

The following are the key findings that resulted from our initial evaluation of the Client's current process:

- Lack of standardization: Client currently lacks standardization of processes, so the experience for employees defers.
- Paperwork overload: Client still relies on paper forms, which can be overwhelming for new hires and create a lot of administrative work for HR.
- Lack of technology integration: Client onboarding processes are not fully integrated with technology, which can make it difficult to automate tasks, track progress, and access data.
- Compliance challenges: Client must ensure that they are compliant with all legal and regulatory requirements, which can be a challenge when it comes to onboarding new hires.

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1.3 Objective(s)

The goal of this engagement is to deploy a solution that will effectively achieve the desired outcomes. Specifically, the objectives are to:

- Increase efficiency: Streamline the forms review processing, to reduce the time it takes to onboard new employees.
- Conversion of Paper Forms: The solution decreases the need for paper forms, resulting in a reduction in paperwork.
- Integration with existing systems: Centralization of the HR OnBoarding forms and processing within OnBase
- Improved audit and compliance: Provide a simple, and effective way to locate all applicant forms, resulting in compliance with all legal and regulatory requirements.
- Increase employee retention: The forms onboarding process may improve employee retention, with a decrease in turnover rate based on experiences.

2. Proposed Solution Summary

2.1 In Scope

An Assessment was conducted in pre-sales and serves as the framework for this engagement and the basis for pricing. The deployed functions and complexity based on the use case(s) are outlined below (see Appendix A for complexity descriptions based on functionality). The following use cases are outlined in scope:

#	Use Case	Proposed Solution	Complexity
1	**Capture/Submission**		
1.2	As the LFUCG HR Department, we would like to have our HR OnBoarding Forms stored in OnBase for accessibility, audit and compliance purposes	Document Types will be created for the new forms. Keywords will be created/assigned to the new document types/forms	9 low complexity Modifications
1.2	As a pre-hire applicant, I want to be able to complete the required HR pre-hire forms and submit them directly to LFUCG online so I don't have to deal with paper forms.	A Unity Form will be created and made available via a link to users on the LFUCG website. The user will be able to complete and submit the following forms ● Applicant Pre-Screening Form ● Disclosure Form - DCC 501 ● Waiver Agreement and Statement - DCC 500 ● DPP-156 Central Registry Check	4 low-medium complexity unity forms
1.3	As a new hire, I want to be able to complete and sign my onboarding paperwork, government-issued forms, and submit them directly to LFUCG online so I don't have to deal with paper forms.	A digital form will be created and made available via a link to users on the LFUCG website, or available internally. The user will be able to complete and submit the following as an Image Forms ● I9 ● K4 ● W4 ● P1 The user will be able to complete and submit the following as a Unity Form ● Direct Deposit	1 low complexity unity form 4 low-medium complexity Image Forms

#	Use Case	Proposed Solution	Complexity
2	**Workflow Processing**		
2.1	As an LFUCG HR representative, I want to be able to review the submitted pre-hire forms in the HR OnBoarding Forms workflow	The existing HR OnBoarding Forms Workflow will be updated to allow ● assign the new forms/document types ● routed the forms to a new queue for HR review ● reuse the existing tasks within the new queue ● reuse the email notification logic that exists within the life cycle ● reuse logic to update the status upon entry/completion	1 low complexity workflow modifications
2.2	As an LFUCG HR Representative, I want to be able to review P1 forms in an automated workflow process.	A new HR P1 Review workflow life cycle will be created that will facilitate the review of ● New Hire (OnBoarding) P1's ● Existing Employee (Updates/Changes) P1 The Workflow will be configured to ● send a text-based notification that a P1 requires review ● update the P1 form status and effective date upon entry/completion of the review ● task to complete the form and remove it from workflow ● task for manual error handling to update the status to canceled and remove it from workflow	1 low-medium complexity workflow
2.2A	As an LFUCG HR representative, I want to be able to review a new hire P1 form, and their related payroll forms (by Applicant ID) in a workflow, to allow for a more efficient, and paperless review process.	As each New Hire form (K4, W4, I9, Direct Deposit) form enters the Workflow, it will check to see if all the required forms exist. When they do, a P1 will be generated and enter the review queue. The P1 form will be the primary form in the queue, and the applicant-submitted K4, W4, I9 and Direct Deposit forms will be shown as related documents.	1 low-medium complexity workflow folder configuration
2.2B	As an LFUCG HR representative, I want to be able to review P1 update requests for existing employees (by Employee ID) to allow for a more efficient, and	When a P1 form is created in OnBase, the form enters the Workflow and is routed to the review queue. The P1 form will be the primary form in the queue. All previous employee P1's will be shown as a related document, with the	1 low-medium complexity workflow folder configuration

#	Use Case	Proposed Solution	Complexity
	paperless review process.	most recently completed displayed first in the list.	
3	**Search & Retrieval**		
3.1	As an LFUCG HR Representative, I want to be able to find the new forms for the pre-hire, and new hire as part of the current applicant/employee search	The new document types/forms will be added to the existing HR OnBoarding custom query, and be available to search by Applicant ID.	1 low complexity custom query modification

2.2 Out of Scope

This project shall not include the following, any inclusion or addition of these items will require a change order:

- Departments, applications, or steps that were not documented as part of the expected scope of this statement of work (SOW);
- Additional processes that have not been thoroughly understood or documented;
- Translations required through middleware, applications or other systems (e.g., web services);
- Activities that go beyond education and minor troubleshooting during the Go-Live Support period;
- Integration with third-party solutions - it is assumed that integration efforts, including those related to data transfer, entry, or exchange (unless specifically defined in Section 2.1) are not included in the scope of this project.
- Custom code development - it is assumed that there will be no requirements for custom development unless explicitly stated in this statement of work (SOW).
- Custom interfaces - for the purposes of this project, standard, pre-built vendor interfaces will be utilized. Development of customized web front-ends, applications or web services are assumed to not be required unless explicitly stated in this statement of work (SOW).
- Handling of additional data or documents that are not specifically mentioned in this statement of work (SOW).
- The processing of additional document types that were not provided by Client; or
- Additional effort associated with processing a higher volume of documents than was originally anticipated.

3. Assumptions and Critical Dependencies

3.1 Implementation

- Document Types can utilize the existing HR OnBoarding forms document type as template (to inherit permissions, keywords, etc..)
- All pre-hire/applicant forms will utilize the existing HR OnBoarding Forms Workflow process. Low complexity modifications will be made to accommodate the forms processing.
- A new P1 workflow life cycle will be created to facilitate new hire and existing employee P1 form reviews.
- Unity and/or Image Forms created will have low -medium complexity intelligence configured as part of the form development.
    - The Waiver Agreement and Statement - DCC 500 form will contain a URL to the supplemental document required for the applicant to print/save. LFUCG will be responsible for saving the supplemental document in a location that is publicly accessible and can be referenced within the Unity Form via a url link for the applicant to open, view, and download/print for their records.
- LFUCG will provide a compatible digital image of each form to be used as a template for Konica Minolta to configure the Image Form Composition templates for W4, I9, K4, and P1

3.2 General

- All Consultant services will be provided remotely.
- Client will assign and provide a dedicated Project Manager to oversee the project on their side.
- Client will furnish a list of stakeholders and communicate the expected time commitment for each individual. Client will also be responsible for ensuring that these time commitments are upheld.
- All key stakeholders and project members will attend the project kick-off meeting to understand project objectives, timeline, deliverables and expectations.
- Client will ensure its resources are trained and certified to perform any in-house roles in the chosen platform in advance of this engagement, or, at the latest, before UAT.
- The training provided as part of this statement of work (SOW) will be tailored to the solution delivered and will not encompass all functionality of the platform.
- Client will procure all required software licenses necessary for this engagement and for all necessary environments (Development, UAT, Production).
- Client acknowledges that the Go-Live Support period is intended to offer quick assistance and support as personnel learn to manage the recently deployed solution. Therefore, project resources will be available on a "call-in" basis rather than working full-time throughout the 3-day period. Should additional full-time resources be required at this stage due to unforeseen circumstances, the Client understands that a Change Order for the extra time needed will be required.
- The accuracy rate of Optical Character Recognition and Full-Text Search capabilities may vary with the quality of the source documents, the complexity of the content, and the presence of special characters or non-standard fonts. Any significant deviation from the assumed accuracy rate may require adjustments to the project scope, timeline, or resources.

3.3 Schedule

- Upon reaching an agreement on the specific project schedule, Client will be responsible for ensuring the participation of relevant stakeholders and coordinating any necessary logistical arrangements.
- Client will make all relevant and requested documents available within 1 week of engagement commencement.
- Client shall respond to requests for interviews and provide requested documentation within a period of 3 business days from the time of the request being made.
- Consultant will collaborate with subject matter experts (SMEs) identified by Client and make arrangements for workshops or meetings related to the project. The Client will ensure that engagement activities are given priority, as necessary, to adhere to the agreed-upon schedule.
- The duration of the project is expected to be 7 consecutive weeks.
- The duration of User Acceptance Testing is expected to be 5 consecutive business days.

3.4 Scope and Deliverables

- The Consultant Project Manager will be responsible for obtaining approval on all deliverables before they are considered final.
- Key stakeholders will review the deliverables and provide feedback within 3 business days. If all feedback items are satisfactorily addressed, the deliverable will be considered final. If no feedback is received, the deliverable will be deemed complete and accepted.

3.5 User acceptance testing

- System Testing with Client and Consultant project resources prior to UAT to ensure all processes are ready for UAT.
- Client will be responsible for creating a solution test plan and is responsible for executing against that plan for user acceptance testing.
- Changes occurring as a result of UAT, which require an unforeseen scope change, may increase the overall project timeline and require a Change Order. It is recommended that Client set aside extra budget to mitigate the impact of this scenario.
- Client will grant access to the necessary systems (test and production) for conducting UAT and executing UAT. Excessive delays may result in additional cost or loss of the engagement's scheduled resources

3.6 On-premise clients

- Client will provide the hardware required to run all required components of the solution, these specifications can be supplied upon request.
- Consultant will have unrestricted 24/7 access, including full control of mouse and keyboard, to all servers and configuration interfaces required for the development of the solution. Any access that necessitates the presence or oversight of the Client will prolong the project schedule and may incur additional costs for scheduling and coordination, which may result in a Change Order.

3.7 Change management process:

- Either party may request modifications to the scope of professional services outlined in this statement of work (SOW). If a change is requested, the Consultant will inform the Client in writing of any potential impact on fees, costs, implementation schedule, or any other material effect that the change could reasonably have on the professional services.

4. Approach

Client will provide a knowledgeable team of subject matter experts (“SMEs”) who will achieve project goals using the approach below for each item listed in scope in Section 2.1 of this agreement.

Consultant and Client will proceed with the installation of the Software components necessary for the building of the solution using our proprietary methods, which are as follows:

- We start by completing the final stages of an in-depth analysis for the proposed solution.
- Consultant developers use a hybrid agile format whereby they will showcase components of the solution as completed to ensure accuracy, shorter UAT time and customer delight each step of the way.
- During development, Client will work with Consultant business analyst to document test cases in preparation for user acceptance testing (“UAT”).
- Prior to launch, our team will teach Client how to manage and administer the solution.
- Upon deployment, Consultant shall provide three (3) days of Go-Live support.

4.1 Professional Services Tasks and Deliverables

Tasks

Phase	Activity Description	Representative Deliverables
1	Project Management	• Project workbook • Weekly status meetings and reports
2	Project Initiation	• Discuss and update project timeline as necessary • Kickoff for named project resources
3	Analysis and Design	• Validate opportunity assessment • Test Scenario Template
4	Development	• Solution Configuration and Development • Iterative “show me” sessions with Client • Peer code review
5	Training & Education	• Solution Administration Training • Trainer course(s) allowing Client process owners to effectively test and train other Client users on the solution implemented as part of this SOW
6	User Acceptance Testing	• UAT coordination • Issue log • UAT Results Meeting (Go/No Go) • 5 day UAT timeframe
7	Transition	• Production Deployment
8	Go-Live Support	• 3 day period supporting Production Go-Live • On call support by the project team

Deliverable Definition(s)

Milestone	Milestone Definition
Project Kick-off Meeting	Consultant will conduct a project kickoff meeting including appropriate Client and Konica Minolta personnel **Acceptance Criteria:** Conclusion of the project kickoff meeting
Solution Ready for User Acceptance Testing	Client users begin user acceptance testing of the test OnBase environment **Acceptance Criteria:** Start of User Acceptance Testing
Completion of User Acceptance Testing	Consultant will assist with the completion of User Acceptance testing by the client **Acceptance Criteria:** Completion of User Acceptance Testing
Solution Go-Live Acceptance	The Consultant project team will support the solution for 3 days after the solution is deployed in production **Acceptance Criteria:** Signed Project Acceptance Document to be executed 3 days following solution production deployment based on the agreed-upon specification

4.2 Implementation Plan

Key Dates

The key dates listed below are identified as target dates for the completion of the project and mutually agreed upon by Client and Consultant. These dates are preliminary and non-binding, however, if a proceeding commitment is not met the Go Live date will be at risk.

Task	Date
Contract Execution	6/14/2024
Purchase Order Delivered	6/14/2024
Project Kickoff	Will be scheduled sometime after the current HR OnBoarding Forms project is completed. Current Assumption 7/8/2024
Target Go-Live	8/23/2024
Project End Date	8/30/2024

Client Acknowledgement: _____ (Initial)

5. Pricing and Terms

5.1 Pricing Summary

Description	Annual Fee
KMBS Professional Services - Implementation Services	$39,000.00
OnBase Subscription (Year 3 of existing Term)	$12,000.00
Total	**$51,000.00**

Contingency Hours from existing Prepaid Block (exp. 9/30/2024) - $7,500.00

Software Detail.

It is essential that the following software is procured and made available for the successful completion of this SOW.

Description	Annual Fee
OnBase Image Forms Subscription - 7/1/24 - 6/30/25	$12,000.00
Annual Subscription Fee (Current Subscription 3 year term is 7/1/22 thru 6/30/2025)**	**$12,000.00**

Services Payment Schedule

Each milestone is tied to the completion of the deliverables defined in the Deliverable Definition(s) table (Section 4.1) and payments are made based on the successful completion of these milestones.

Item	Percent	Amount
Project Initiation (Upon Kickoff)	20%	$7,800.00
Solution Ready for User Acceptance Testing	35%	$13,650.00
Completion of User Acceptance Testing	35%	$13,650.00
Solution Go-Live Acceptance	10%	$3,900.00
Total		$39,000.00

5.2 Travel and Expense

Konica Minolta expects to deliver the services outlined in this SOW remotely, however, if Client requests Konica Minolta personnel to travel in connection with the performance of this SOW, Client will reimburse Konica Minolta for all reasonable expenses incurred in connection with the performance of the services for travel expenses (such as airfare, car rental, lodging, mileage reimbursement, tolls, parking and meals). All travel time will be subject to a travel charge. Travel charges will be applied based on the standard hourly rate. The client will be invoiced for one-half of the total travel time to and from the client location for each on-site visit.

5.3 Payment Terms

Milestones

Payments for specific tasks and deliverables shall be made upon acceptance of the milestones set forth in this SOW and are due Net 30 days from the date of invoice.

Promptly upon delivery of the Deliverables or receipt of notice that performance of the Services has been completed, Client will inspect and test the Deliverables or Services. No later than five (5) business days after delivery of the Deliverables or receipt of the notice, Customer will execute and deliver either (i) written acceptance of the Deliverables or Services, or (ii) written notification of any defects in the Deliverables or Services. If Client has not given notice within such time period, the Deliverables or Services shall be deemed accepted by Client as of the fifth (5th) business day, as described above.

If Client elects to formally pause or delay the project, a change order will be required. An invoice may be incurred for current project completion based on project schedule and additional budget may be required to re-engage Consultant on project.

5.4 Validity

This document shall remain valid until 6/24/2024.

Approval and Acceptance

CLIENT: LFUCG

PROPOSED SOLUTION: Additional HR OnBoarding Forms & Workflow Processing

This SOW is entered into as of the date indicated by the last signing party below by and between Konica Minolta and LFUCG. This SOW is subject to the terms and pricing under the Sourcewell Contract dated October 30, 2020, contract number 090320-KON for Public Sector and Education Administration Software Solutions and Related Services.

By signing below, the authorized representative(s) from Client acknowledges that they have read, agreed to, and accepted this SOW and agree that it is provided for the purpose of providing an estimate for Professional Services related to discovery and gap analysis and is subject to change.

LFUCG Approval

Approver	Signature	Date Signed

Konica Minolta Business Solutions U.S.A., Inc. Approval

IIM Sales Director	Signature	Date Signed

Professional Services Director	Signature	Date Signed

Appendix A: OnBase Complexity Definitions

The tables provided serve as a reference for the level of effort required, taking into consideration the various factors that contribute to the complexity of the project. Your Konica Minolta presales consultant has made determinations regarding the scope of the project, as outlined in Section 2.1, based on the information gathered during the presales process.

Installation

Depending on the requirements of the solution, different components may require installation with different levels of complexity.

Hosted Web-Only	Base level access will not require additional installations. Links and access will be given to access the system via a web browser.
Hosted Client Installs	A Hyland-hosted system that requires local install or install packages to be setup for distribution.
On-Premise Web-Only	An on-premise installation requires all server components to be installed. Web-only will require no local client installations.
On-Premise Client Installs	An on-premise installation requires all server components to be installed. This install also requires local client installation or installation packages to be created.

Modifications

Any adjustments or extensions to existing configurations.

Low	Addition of simple workflow ad-hoc tasks, document types, keyword types or attributes.
Medium-Low	Creation or modification to existing queries, folders, or filters for simple retrieval.
Medium	Addition of workflow queues to an existing workflow with automation, load balancing, and does not require updates to existing documents.
Medium-High	Modification that requires reprocessing documents or moving of existing documents in existing processes.
High	Scripting or customizations to existing forms or interfaces.

Import

Import configurations are methods of bringing content into the system.

Low	Basic scan queue setup for Manual import
Medium-Low	Scheduled Directory Sweep or DIP processor
Medium	Unity Form creation for data and document consumption
Medium-High	Out of box integration for document upload
High	Customized interface for ingestion of documents

Workflow

Workflow is any configuration of the workflow modules available in the provided software.

Low	Workflow with minimal to no automation and primarily manual processing and only requires 5 working queues. Automation supported is limited to functions such as minor modification of keyword values.
Medium-Low	Workflow consisting of up to 5 queues that requires more advanced automation such as calculations and basic rules-based routing and validation and notifications.
Medium	Workflow consists of up to 7 queues and requires advanced calculations, routing, validation, and notifications.
Medium-High	Workflow that may require multiple life cycles and has advanced automation that may include advanced calculations and out-of-box integrations such as Docusign E-Signature or Document Composition.
High	Workflow requiring scripting, web service calls or other integration points.

Workview

Workview is the configuration of the OnBase case management module.

Low	A basic application with no more than 3 classes each consisting of 5-10 attributes. No complex filters or views required.
Medium-Low	An application with no more than 3 classes each consisting of 5-10 attributes. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.
Medium	An application with no more than 6 classes each consisting of 5-15 attributes. Views and/or filters are simple and of minimal complexity.
Medium-High	An application with no more than 6 classes each consisting of 5-15 attributes. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.
High	An application with a large number of classes and potentially additional related applications. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.

Integrations

Includes any development of integrations with third-party systems.

Low	Integrations using out of the box functionality such as autofill or application enabler.
Medium-Low	A data integration using either a daily or weekly data feed or external autofill.
Medium	A unidirectional integration with semi-frequent transfers using native API functionality.
Medium-High	A bi-directional integration requiring real-time data and\or document transfers using native API functionality.
High	A bi-directional integration requiring real-time data and\or document transfers and requires customized API or interfaces for input or outputs.

Reports

Reports are configurations of provided software report modules or custom if required.

Low	Standard Report Dashboard in grid using native data connectors.
Medium-Low	Standard Report Dashboard which includes graphical elements (charts/graphs).
Medium	Standard Report Dashboard which includes calculated fields and graphical elements (charts/graphs).
Medium-High	Custom data reporting using Report Dashboards which includes data outside of the OnBase system with calculated fields and graphical elements (charts/graphs).
High	Integration of data into different BI tool for client.

Retention

A retention configuration refers to the settings and policies that determine how long a document or record will be kept.

Low	This level of complexity would involve a basic document retention configuration, such as retaining documents for a specified number of days or years after their creation or last modification date.
Medium-Low	This level of complexity would involve the implementation of basic document retention policies with some additional parameters, such as specific document types or custom metadata fields.
Medium	This level of complexity would involve the implementation of more complex document retention policies, such as those based on events, such as when a document is approved, rejected, or deleted, or based on specific conditions, such as the expiration of a contract or the end of a project.
Medium-High	This level of complexity would involve the integration of Hyland OnBase document retention with other systems or processes, such as records management systems or enterprise resource planning systems.
High	This level of complexity would involve the implementation of highly complex and customized document retention policies, such as those involving multiple conditions, nested rules, and extensive integration with other systems.

RESOLUTION NO. 221 - 2024

A RESOLUTION AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS RFP #030321, A CONTRACT BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE SCANNING OF DOCUMENTS TO ONBASE FOR THE DIVISION OF PLANNING (COST ESTIMATED NOT TO EXCEED $21,509.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AND FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, ALL SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the division of planning (cost estimated not to exceed $21,509.00), which is attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of $21,509.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from account #1101-160701-71299 ($10,000.00) and account #1101-202505-71208 ($11,509.00).

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 9, 2024

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0400-24:TAH:4894-4977-2983, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 221-2024, AND AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS RFP #030321 AND RFP #090320, BOTH CONTRACTS BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE SCANNING OF DOCUMENTS TO ONBASE FOR THE DIVISION OF PLANNING (COST ESTIMATED NOT TO EXCEED $21,509.00) AND THE STATEMENT OF WORK RELATED TO THE DIGITAL TRANSFORMATION OF FORMS FOR THE DIVISION OF HUMAN RESOURCES (COST ESTIMATED NOT TO EXCEED $51,000.00), AND FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT UNDER EITHER CONTRACT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the body of Resolution No. 221-2024 be and hereby is amended to read as follows:

Section 1 – That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321 and RFP #090320, both Contracts between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the division of planning (cost estimated not to exceed $21,509.00) and the Statement of Work related to the digital transformation of forms for the Division of Human Resources (cost estimated not to exceed $51,000.00), both of which are attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government under either contract , as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of $21,509.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from the

following accounts in the following amounts: account #1101-160701-71299 ($10,000.00), account #1101-202505-71208 ($11,509.00).

Section 3 – That an additional amount estimated not to exceed the sum of $51,000.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from the following accounts in the following amounts: account #1101-210101-71208 ($12,000.00), and account #1101-160502-71299 (39,000.00).

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0636-24: TAH:4873-3390-9194, v. 2

RESOLUTION NO. 354 - 2024

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 221-2024, AND AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS RFP #030321 AND RFP #090320, BOTH CONTRACTS BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE SCANNING OF DOCUMENTS TO ONBASE FOR THE DIVISION OF PLANNING (COST ESTIMATED NOT TO EXCEED $21,509.00) AND THE STATEMENT OF WORK RELATED TO THE DIGITAL TRANSFORMATION OF FORMS FOR THE DIVISION OF HUMAN RESOURCES (COST ESTIMATED NOT TO EXCEED $51,000.00), AND FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT UNDER EITHER CONTRACT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the body of Resolution No. 221-2024 be and hereby is amended to read as follows:

Section 1 – That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321 and RFP #090320, both Contracts between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the division of planning (cost estimated not to exceed $21,509.00) and the Statement of Work related to the digital transformation of forms for the Division of Human Resources (cost estimated not to exceed $51,000.00), both of which are attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government under either contract , as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of $21,509.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from the

following accounts in the following amounts: account #1101-160701-71299 ($10,000.00), account #1101-202505-71208 ($11,509.00).

Section 3 – That an additional amount estimated not to exceed the sum of $51,000.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from the following accounts in the following amounts: account #1101-210101-71208 ($12,000.00), and account #1101-160502-71299 (39,000.00).

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0636-24: TAH:4873-3390-9194, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0650-24

File ID:	0650-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	375-2024	**In Control:**	Urban County Council
				File Created:	06/13/2024
File Name:	NAMI MOU			**Final Action:**	06/27/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $100,000, using funds allocated from the FY 2025 General Fund. [Dept. of Housing Advocacy and Community Development, Lanter]

Notes: Stamped and filed in the CCO. Returned to Tiffany 1/23/2025. MS

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	Bluesheet Memo NAMI MOU 6-13-24, NAMI MOU 6-17-24, RESO 0650-24 NAMI MOU FY25 4878-7379-3482 v.2.docx, R-334-2024, Contract #375-2024	**Enactment Number:**	R-334-2024
Deed #:		**Hearing Date:**	
Drafter:	Dina Melvin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0650-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $100,000, using funds allocated from

the FY 2025 General Fund. [Dept. of Housing Advocacy and Community Development, Lanter]

Summary

Authorization to execute a Memorandum of Agreement with the Nami Lexington, Inc. related to the operation of the Fayette Mental Health Court, at a cost not to exceed $100,000.00, using funds allocated from the FY 2025 General Fund. (L0650-24) (Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by [Tiffany Holskey, 06-06-24]

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1101-900349-0001-71101

This Fiscal Year Impact: $100,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $100,000.00

MAYOR LINDA GORTON

LEXINGTON

COMMISSIONER CHARLIE LANTER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING ADVOCACY & COMMUNITY DEVELOPMENT

DATE: June 13, 2024

SUBJECT: Memorandum of Understanding- NAMI Lexington, Inc. - Aftercare Alumni Program

Request: Authorization to execute a Memorandum of Understating with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed 100,000.00, using funds allocated from the FY2025 General Fund to support the Organization's Aftercare Alumni Program and to fund improvements to the Organizations data collection software (the Project).

Purpose of Request:

To give NAMI the financial support to run the Aftercare Alumni Program and to fund improved data collection software.

What is the cost in this budget year and future budget years? $100,000.00 for FY2025. Future years to be determined.

Are the funds budgeted? Yes, 1101-900349-0001-71101

File Number: 0650-24

Director/Commissioner: Lanter

AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into on the _____ day of _____ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, KY 40507, on behalf of its Department for Housing Advocacy & Community Development, and **NAMI LEXINGTON (KY), INC.**, a Kentucky 501(c)(3) non-profit organization (the "Organization"), whose address is 498 Georgetown St, Suite 100, Lexington, KY 40508.

WITNESSETH

WHEREAS, Organization is a non-profit organization that provides assistance to families, caregivers, and Individuals whose life experience includes living with a serious and persistent mental illness; and

WHEREAS, the parties desire to enter this Agreement related to the operation of the Fayette Mental Health Court, at a cost not to exceed $100,000.00, using funds allocated from the Fiscal Year 2025 General Fund to support Organization's Aftercare Alumni Program and to fund improvements to the Organization's data collection software (the "Project").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals are incorporated herein as a part of this Agreement.

2. **Term**. This Agreement shall have an effective date of July 1, 2024, and continue through June 30, 2025 (the "Term"), unless earlier terminated.

3. **Use of Funds**. Organization agrees that the Project contemplated herein shall include the activities outlined and more specifically described in **Exhibit "A"**, which is attached hereto and incorporated by reference as if fully stated herein, in a timely and professional manner (the "Activities").

4. **Funds; Method of Payment**. LFUCG shall pay Organization a total amount not to exceed **One Hundred Thousand Dollars and 00/100 Cents ($100,000.00)** for the performance of the Activities (the "Funds"), contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2025 budget.

    a. Payments shall be made on a quarterly basis for the costs incurred for providing the Activities, only after receipt of quarterly invoices from Organization. The Funds are limited to the Activities provided herein and

may not be spent by Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Activities have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Activities performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Activities performed or materials provided for the Activities are inadequate or defective.

c. LFUCG also reserves the right to reject any invoice submitted for Activities more than sixty (60) days after the Activities were rendered.

5. **Reporting**. Upon request and subject to the reporting deadlines set forth herein, Organization shall provide LFUCG with financial reports and updates related to the provisions of the Activities in the form and manner reasonably specified by LFUCG.

   a. Organization shall provide a quarterly report to LFUCG as follows:

Reporting Period	Reporting Deadline
July 2024-September 2024	October 15, 2024
October 2024-December 2024	January 15, 2025
January 2025-March 2025	April 15, 2025
April 2025-June 2025	July 15, 2025

   b. Organization shall provide a final year-end report and financial statement which summarizes the previous year's activities regarding the Activities to LFUCG within sixty (60) days of the end of the Term, or by August 29, 2025.

6. **Termination**. LFUCG may terminate this Agreement for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice. Organization shall be entitled to payment of all work performed up to that period of time, calculated on a reasonable basis.

   a. In the event of a termination based upon a material condition of nonperformance or default by the Organization, Government shall provide Organization advance written notice and a reasonable period of time to cure the breach.

   b. Organization may only terminate this Agreement based upon Government's failure to timely pay for properly reported and accepted work. Organization shall provide Government with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

7. **Records**. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the Activities for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

    a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

    b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

8. **Access.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

9. **Contractual Relationship Only**. In no event shall the parties to this Agreement be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. Furthermore, Organization represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Activities.

10. **Registration; Compliance; Authority to Sign.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

11. **Equal Opportunity; Fairness Ordinance**. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources

of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

12. **Sexual Harassment**. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. **Annual Audit**. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

14. **Investment**. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **Indemnification**. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.

16. **Insurance**. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to Government upon request. The following minimum insurance amounts are required:

Coverage	Limits
Commercial General Liability	$1 million per occurrence, $2 million aggregate
Professional (E&O) Liability	$1 million per claim
Worker's Compensation	Statutory Limits
Employer's Liability	$100,000.00

17. **No Assignment**. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. **No Third Party Rights**. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. **Kentucky Law and Venue**. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. **Amendments**. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

    For Organization:

    NAMI LEXINGTON, (KY) INC.
    498 Georgetown Street, Suite 100
    Lexington, Kentucky 40508
    Attn: Phil Gunning, Executive Director

    For Government:

    Lexington-Fayette Urban County Government
    200 East Main Street
    Lexington, Kentucky 40507
    Attn: Office of the Commissioner, Housing Advocacy & Community Development

22. **Waiver**. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. **Entire Agreement**. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

NAMI LEXINGTON (KY), INC.

BY: _____
PHIL GUNNING, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this 14th day of June, 2024, by Phil Gunning, Executive Director of NAMI LEXINGTON (KY), INC., a Kentucky non-profit organization.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: June 9, 2025
Commission Number: KYNP31173

CHELSIE LADORA SANCHEZ NOTARY PUBLIC STATE AT LARGE, KENTUCKY ID# KYNP31173 MY COMMISSION EXPIRES JUNE 9, 2025

EXHIBIT "A"

LIST OF PROJECT ACTIVITIES

Aftercare Alumni Program: Healthy continuing recovery habits are actively encouraged and incentivized. In this peer-driven model, clients themselves are encouraged to develop and lead groups, actively support their peers in recovery, and assist staff in developing appropriate modifications to adapt program to changing needs.

Organization will use the Funds from LFUCG under this Agreement to pair clients with mentors that will support participants through the paradigms utilized in the mental health court program. Alumni will join participants in a variety of groups and activities. Alumni will also model to participants that the FMHC program is a viable, long-term, and ultimately sustainable alternative to incarceration and cycles of recidivism.

Data Collection Software: Data analysis and reporting are critical components for operating the Fayette Mental Health Court ("MHC").

Organization will use the Funds from LFUCG under this Agreement to perform the following activities:

1. Partner with the UK College of Social Work to migrate MHC legacy data.
2. Combine multiple databases into one Access-based database expanding ability to track a variety of indicators and enhance reporting capabilities.
3. Update a white paper annually to include detailed reporting of the efficacy of the program and any improvements made or suggested by the data collection and analysis efforts.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH NAMI LEXINGTON, INC., RELATED TO THE OPERATION OF THE FAYETTE MENTAL HEALTH COURT, AT A COST NOT TO EXCEED $100,000.00, USING FUNDS ALLOCATED FROM THE FY 2025 GENERAL FUND.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with NAMI Lexington, Inc. related to the operation of the Fayette Mental Health Court.

Section 2 – That an amount, not to exceed $100,000.00, is hereby authorized for payment to NAMI Lexington, Inc. from account #1101-900349-71101, pursuant to the terms of the Memorandum of Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0650-24:TAH:4878-7379-3482, v. 2

RESOLUTION NO. 334 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH NAMI LEXINGTON, INC., RELATED TO THE OPERATION OF THE FAYETTE MENTAL HEALTH COURT, AT A COST NOT TO EXCEED $100,000.00, USING FUNDS ALLOCATED FROM THE FY 2025 GENERAL FUND.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with NAMI Lexington, Inc. related to the operation of the Fayette Mental Health Court.

Section 2 – That an amount, not to exceed $100,000.00, is hereby authorized for payment to NAMI Lexington, Inc. from account #1101-900349-71101, pursuant to the terms of the Memorandum of Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0650-24:TAH:4878-7379-3482, v. 2

AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into on the 24 day of January 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, KY 40507, on behalf of its Department for Housing Advocacy & Community Development, and **NAMI LEXINGTON (KY), INC.**, a Kentucky 501(c)(3) non-profit organization (the "Organization"), whose address is 498 Georgetown St, Suite 100, Lexington, KY 40508.

WITNESSETH

WHEREAS, Organization is a non-profit organization that provides assistance to families, caregivers, and individuals whose life experience includes living with a serious and persistent mental illness; and

WHEREAS, the parties desire to enter this Agreement related to the operation of the Fayette Mental Health Court, at a cost not to exceed $100,000.00, using funds allocated from the Fiscal Year 2025 General Fund to support Organization's Aftercare Alumni Program and to fund improvements to the Organization's data collection software (the "Project").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals are incorporated herein as a part of this Agreement.

2. **Term**. This Agreement shall have an effective date of July 1, 2024, and continue through June 30, 2025 (the "Term"), unless earlier terminated.

3. **Use of Funds**. Organization agrees that the Project contemplated herein shall include the activities outlined and more specifically described in **Exhibit "A"**, which is attached hereto and incorporated by reference as if fully stated herein, in a timely and professional manner (the "Activities").

4. **Funds; Method of Payment**. LFUCG shall pay Organization a total amount not to exceed **One Hundred Thousand Dollars and 00/100 Cents ($100,000.00)** for the performance of the Activities (the "Funds"), contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2025 budget.

    a. Payments shall be made on a quarterly basis for the costs incurred for providing the Activities, only after receipt of quarterly invoices from Organization. The Funds are limited to the Activities provided herein and

may not be spent by Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Activities have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Activities performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Activities performed or materials provided for the Activities are inadequate or defective.

c. LFUCG also reserves the right to reject any invoice submitted for Activities more than sixty (60) days after the Activities were rendered.

5. **Reporting**. Upon request and subject to the reporting deadlines set forth herein, Organization shall provide LFUCG with financial reports and updates related to the provisions of the Activities in the form and manner reasonably specified by LFUCG.

a. Organization shall provide a quarterly report to LFUCG as follows:

Reporting Period	Reporting Deadline
July 2024-September 2024	October 15, 2024
October 2024-December 2024	January 15, 2025
January 2025-March 2025	April 15, 2025
April 2025-June 2025	July 15, 2025

b. Organization shall provide a final year-end report and financial statement which summarizes the previous year's activities regarding the Activities to LFUCG within sixty (60) days of the end of the Term, or by August 29, 2025.

6. **Termination**. LFUCG may terminate this Agreement for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice. Organization shall be entitled to payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of nonperformance or default by the Organization, Government shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon Government's failure to timely pay for properly reported and accepted work. Organization shall provide Government with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

7. **Records**. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the Activities for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

    a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

    b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

8. **Access.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

9. **Contractual Relationship Only**. In no event shall the parties to this Agreement be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. Furthermore, Organization represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Activities.

10. **Registration; Compliance; Authority to Sign.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

11. **Equal Opportunity; Fairness Ordinance**. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources

of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

12. **Sexual Harassment**. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. **Annual Audit**. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

14. **Investment**. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **Indemnification**. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.

16. **Insurance**. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to Government upon request. The following minimum insurance amounts are required:

Coverage	Limits
Commercial General Liability	$1 million per occurrence, $2 million aggregate
Professional (E&O) Liability	$1 million per claim
Worker's Compensation	Statutory Limits
Employer's Liability	$100,000.00

17. **No Assignment**. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. **No Third Party Rights**. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. **Kentucky Law and Venue**. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. **Amendments**. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

    For Organization:

    NAMI LEXINGTON, (KY) INC.
    498 Georgetown Street, Suite 100
    Lexington, Kentucky 40508
    Attn: Phil Gunning, Executive Director

    For Government:

    Lexington-Fayette Urban County Government
    200 East Main Street
    Lexington, Kentucky 40507
    Attn: Office of the Commissioner, Housing Advocacy & Community Development

22. **Waiver**. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. **Entire Agreement**. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Mackenzie Stock
Clerk of the Urban County Council
Deputy

NAMI LEXINGTON (KY), INC.

BY: Phil Gunning Executive Director
PHIL GUNNING, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this 24th day of January, ~~2024~~ 2025 by Phil Gunning, Executive Director of NAMI LEXINGTON (KY), INC., a Kentucky non-profit organization.

William Chad Hall
Notary Public, State At Large, Kentucky
My Commission Expires: 6/9/26
Commission Number: KYNP53271

EXHIBIT "A"

LIST OF PROJECT ACTIVITIES

Aftercare Alumni Program: Healthy continuing recovery habits are actively encouraged and incentivized. In this peer-driven model, clients themselves are encouraged to develop and lead groups, actively support their peers in recovery, and assist staff in developing appropriate modifications to adapt program to changing needs.

Organization will use the Funds from LFUCG under this Agreement to pair clients with mentors that will support participants through the paradigms utilized in the mental health court program. Alumni will join participants in a variety of groups and activities. Alumni will also model to participants that the FMHC program is a viable, long-term, and ultimately sustainable alternative to incarceration and cycles of recidivism.

Data Collection Software: Data analysis and reporting are critical components for operating the Fayette Mental Health Court ("MHC").

Organization will use the Funds from LFUCG under this Agreement to perform the following activities:

1. Partner with the UK College of Social Work to migrate MHC legacy data.
2. Combine multiple databases into one Access-based database expanding ability to track a variety of indicators and enhance reporting capabilities.
3. Update a white paper annually to include detailed reporting of the efficacy of the program and any improvements made or suggested by the data collection and analysis efforts.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0655-24

File ID:	0655-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/13/2024
File Name:	Amendment for Stipends for the Division of Fire			**Final Action:**	06/27/2024

Title: An Ordinance amending Section 23-30(b)(4)(a) of the Code of Ordinances, relating to employees of the Div. of Fire and Emergency Services who are appointed to the positions of Assistant Fire Chief and Fire Battalion Chief, to provide that employees appointed to those positions shall receive a bi-weekly stipend in an amount authorized by the Urban County Council; authorizing a stipend for the appointed position of Fire Battalion Chief in the amount of $771 bi-weekly; and authorizing a stipend for the appointed position of Assistant Fire Chief in the amount of $1,471 bi-weekly; all effective July 1, 2024. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	Stipend blue sheet memo_06132024, ORD 655-24 Ordinance Amending Section 23-30 re Fire Stipends 4883-8877-6393 v.1.docx, O-065-2024	**Enactment Number:**	O-065-2024
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0655-24

Title

An Ordinance amending Section 23-30(b)(4)(a) of the Code of Ordinances, relating to

employees of the Div. of Fire and Emergency Services who are appointed to the positions of Assistant Fire Chief and Fire Battalion Chief, to provide that employees appointed to those positions shall receive a bi-weekly stipend in an amount authorized by the Urban County Council; authorizing a stipend for the appointed position of Fire Battalion Chief in the amount of $771 bi-weekly; and authorizing a stipend for the appointed position of Assistant Fire Chief in the amount of $1,471 bi-weekly; all effective July 1, 2024. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to amend Section 23-30 in the Code of Ordinances to accommodate the approved increase for the Battalion Chief's and Assistant Fire Chief's stipends, for a total increase of $401,879.00. Funds are Budgeted in the FY 2025 approved Budget. (L0655-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101 505701 5701 63131
1101 505701 5701 63513

This Fiscal Year Impact: $401,879.00

Annual Impact: $401,879.00

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: June 13, 2024

SUBJECT: Amendment to Section 23-30 in the Code of Ordinances

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The Division of Fire and Emergency Services request authorization to amend section 23-30 of the Code of Ordinances.

Why are you requesting? We are requesting because the increase of the stipend for the appointed position of Battalion Chief increased from $300.00 biweekly to $771.00 biweekly and the appointed position of Assistant Fire Chief stipend increased from $600.00 biweekly to $1,471.00 biweekly in the approved budget for FY25.

Department needs this action completed because: The request for the stipend increases for FY25 were approved in the budget and Section 23-30 needs to be amended.

What is the cost in this budget year and future budget years?

The cost for this FY is: increase of $401,879.00

The cost for future FY is: increase of $401,879.00

Are the funds budgeted? Yes

File Number:

Director/Commissioner: Wells/Armstrong

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING SECTION 23-30(B)(4)(A) OF THE CODE OF ORDINANCES, RELATING TO EMPLOYEES OF THE DIVISION OF FIRE AND EMERGENCY SERVICES WHO ARE APPOINTED TO THE POSITIONS OF ASSISTANT FIRE CHIEF AND FIRE BATTALION CHIEF, TO PROVIDE THAT EMPLOYEES APPOINTED TO THOSE POSITIONS SHALL RECEIVE A BI-WEEKLY STIPEND IN AN AMOUNT AUTHORIZED BY THE URBAN COUNTY COUNCIL; AUTHORIZING A STIPEND FOR THE APPOINTED POSITION OF FIRE BATTALION CHIEF IN THE AMOUNT OF $771.00 BI-WEEKLY; AND AUTHORIZING A STIPEND FOR THE APPOINTED POSITION OF ASSISTANT FIRE CHIEF IN THE AMOUNT OF $1,471.00 BI-WEEKLY; ALL EFFECTIVE JULY 1, 2024.

WHEREAS, Section 23-30 of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that there may be appointed qualified personnel from within the Division of Fire and Emergency Services to perform administrative duties, including to the positions of Assistant Fire Chief and Fire Battalion Chief; and

WHEREAS, Section 23-30(B)(4)(A) of the Code of Ordinances shall be amended to clarify and update the provision relating to a bi-weekly stipend for employees from the Division of Fire and Emergency Services who are appointed to the positions of Fire Battalion Chief and Assistant Fire Chief to allow for a bi-weekly stipend for these positions in an amount approved by the Urban County Council; and

WHEREAS, the Urban County Council desires to authorize a stipend for the appointed position of Fire Battalion Chief in the amount of $771.00 bi-weekly; and

WHEREAS, the Urban County Council desires to authorize a stipend for the appointed position of Assistant Fire Chief in the amount of $1,471.00 biweekly.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 23-30(b)(4)(a) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(4) There may be appointed qualified personnel from within the division of fire and emergency services to perform administrative duties or paramedic and emergency medical treatment duties.

a. Each fire battalion chief assigned to the office of the fire chief as assistant chief shall, in addition to all other compensation provided herein, receive a bi-weekly stipend in an amount set by the urban county council. Each fire major assigned to the office of the fire chief as fire battalion chief shall, in addition to all other compensation provided herein, receive a bi-weekly stipend in an amount set by the urban county council. Merit increases shall be computed on the members' current salaries, including supplemental pay.

Section 2 – That, pursuant to Section 23-30(b)(4)(a) of the Code, as amended herein, the Urban County Council hereby authorizes a stipend in the amount of $771.00 bi-weekly for the appointed position of Fire Battalion Chief.

Section 3 – That, pursuant to Section 23-30(b)(4)(a) of the Code, as amended herein, the Urban County Council hereby authorizes a stipend in the amount of $1,471.00 bi-weekly for the appointed position of Assistant Fire Chief.

Section 4 – That this ordinance shall be effective as of July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0655-24/Fire/MC/4883-8877-6393, v. 1

ORDINANCE NO. 065 - 2024

AN ORDINANCE AMENDING SECTION 23-30(B)(4)(A) OF THE CODE OF ORDINANCES, RELATING TO EMPLOYEES OF THE DIVISION OF FIRE AND EMERGENCY SERVICES WHO ARE APPOINTED TO THE POSITIONS OF ASSISTANT FIRE CHIEF AND FIRE BATTALION CHIEF, TO PROVIDE THAT EMPLOYEES APPOINTED TO THOSE POSITIONS SHALL RECEIVE A BI-WEEKLY STIPEND IN AN AMOUNT AUTHORIZED BY THE URBAN COUNTY COUNCIL; AUTHORIZING A STIPEND FOR THE APPOINTED POSITION OF FIRE BATTALION CHIEF IN THE AMOUNT OF $771.00 BI-WEEKLY; AND AUTHORIZING A STIPEND FOR THE APPOINTED POSITION OF ASSISTANT FIRE CHIEF IN THE AMOUNT OF $1,471.00 BI-WEEKLY; ALL EFFECTIVE JULY 1, 2024.

WHEREAS, Section 23-30 of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that there may be appointed qualified personnel from within the Division of Fire and Emergency Services to perform administrative duties, including to the positions of Assistant Fire Chief and Fire Battalion Chief; and

WHEREAS, Section 23-30(B)(4)(A) of the Code of Ordinances shall be amended to clarify and update the provision relating to a bi-weekly stipend for employees from the Division of Fire and Emergency Services who are appointed to the positions of Fire Battalion Chief and Assistant Fire Chief to allow for a bi-weekly stipend for these positions in an amount approved by the Urban County Council; and

WHEREAS, the Urban County Council desires to authorize a stipend for the appointed position of Fire Battalion Chief in the amount of $771.00 bi-weekly; and

WHEREAS, the Urban County Council desires to authorize a stipend for the appointed position of Assistant Fire Chief in the amount of $1,471.00 biweekly.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 23-30(b)(4)(a) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(4) There may be appointed qualified personnel from within the division of fire and emergency services to perform administrative duties or paramedic and emergency medical treatment duties.

a. Each fire battalion chief assigned to the office of the fire chief as assistant chief shall, in addition to all other compensation provided herein, receive a bi-weekly stipend in an amount set by the urban county council. Each fire major assigned to the office of the fire chief as fire battalion chief shall, in addition to all other compensation provided herein, receive a bi-weekly stipend in an amount set by the urban county council. Merit increases shall be computed on the members' current salaries, including supplemental pay.

Section 2 – That, pursuant to Section 23-30(b)(4)(a) of the Code, as amended herein, the Urban County Council hereby authorizes a stipend in the amount of $771.00 bi-weekly for the appointed position of Fire Battalion Chief.

Section 3 – That, pursuant to Section 23-30(b)(4)(a) of the Code, as amended herein, the Urban County Council hereby authorizes a stipend in the amount of $1,471.00 bi-weekly for the appointed position of Assistant Fire Chief.

Section 4 – That this ordinance shall be effective as of July 1, 2024.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: July 3, 2024-1t

0655-24/Fire/MC/4883-8877-6393, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0656-24

File ID:	0656-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	287-2024	**In Control:**	Urban County Council
				File Created:	06/13/2024
File Name:	MOA between FCPS and LFUCG - AGC			**Final Action:**	06/27/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Fayette County Public Schools, for the transition of Day Treatment Program services and the continued operation of a Day Treatment Program by Fayette County Public Schools at the Audrey Grevious Center, at a cost not to exceed $300,000 in FY2025, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Agreement. [Dept. of Social Services, Allen-Bryant]

Notes: Stamped and filed in the CCO. Returned to Theresa via scans 10/21/2024. MS Law has approved their execution AS IS.

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	0656-24 Bluesheet Memro - MOA between FCPS and LFUCG, MOA between FCPS and LFUCG AGC, RES 656-24 MOA with FCPS re Day Treatment at Audrey Grevious Center 4857-4143-4826 v.1.docx, R-335-2024, 287-2024 - 335-2024 - CONTRACT - 2024 - CLK - Contracts - 6-12-2024(1)	**Enactment Number:**	R-335-2024
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0656-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Fayette County Public Schools, for the transition of Day Treatment Program services and the continued operation of a Day Treatment Program by Fayette County Public Schools at the Audrey Grevious Center, at a cost not to exceed $300,000 in FY2025, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Agreement. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute a Memorandum of Agreement between Fayette County Public Schools and Lexington-Fayette Urban County Government, for the transition and continuity of Day Treatment Services at the Audrey Grevious Center, at a cost of $300,000 for FY 2025. Funds are Budgeted in the FY 2025 approved Budget. The executed Agreement is for two fiscal years (L0656-24) (Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: Michael Cravens 6/12/24

Fully Budgeted: Yes

Account Number: 1101-606101-6001-71299

This Fiscal Year Impact: $300,000

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $345,000

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Kacy Allen-Bryant, Commissioner of Social Services

DATE: June 14, 2024

SUBJECT: Memorandum of Agreement between Fayette County Public Schools (FCPS) and Lexington-Fayette Urban County Government

---

Request:

Request Council Authorization for the Mayor to execute a Memorandum of Agreement between Fayette County Public Schools and Lexington-Fayette Urban County Government, for the transition and continuity of Day Treatment Services at the Audrey Grevious Center.

Why are you requesting?

FCPS intends, with the concurrence of LFUCG, to pursue responsibility for the provision of Day Treatment Program services under KRS Chapter 605 pursuant to the terms of a proposed agreement with the Kentucky Department of Juvenile Justice (DJJ). LFUCG shall cooperate fully in the transition of the Day Treatment Program at the Audrey Grevious Center to FCPS, in order to provide for continuity of services. FCPS shall enter into and manage all necessary inter-agency agreements with the Commonwealth of Kentucky and its agencies in order for FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center.

What is the cost in this budget year and future budget years?

$300,000.

Are the funds budgeted?

Yes, in the FY25 Budget in 1101-606101-6001-71299.

File Number: 0656-24

Director/Commissioner: Kacy Allen-Bryant

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, KY 40511 (hereinafter referred to as "FCPS") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** an urban-county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (hereinafter referred to as "LFUCG"), collectively referred to as the "Parties."

RECITALS

WHEREAS, KRS 605.093 provides that the Kentucky Department of Juvenile Justice ("DJJ") shall provide a day treatment program accessible to every school district in each judicial region of the state, and that day treatment programs shall combine academic and therapeutic services; and

WHEREAS, under the authority of KRS Chapter 605, DJJ has previously contracted with LFUCG to establish an agreement for a Day Treatment Program at the Audrey Grevious Center in Lexington-Fayette County (the "DJJ/LFUCG MOA"), and DJJ has previously contracted with FCPS to establish an agreement to provide educational services for youth committed to, or in the custody of, DJJ, in conjunction with the Day Treatment Program (the "DJJ/FCPS Interagency Agreement"); and

WHEREAS, LFUCG and FCPS have previously contracted with one another regarding an agreed-upon framework for the administration of the Day Treatment Program at the Audrey Grevious Center, pursuant to the aforementioned agreements, which agreement shall hereinafter be referred to as the "LFUCG/FCPS MOA," and under the LFUCG/FCPS MOA, FCPS has provided academic services and LFUCG has provided therapeutic and administrative services; and

WHEREAS, the parties are in agreement that the Day Treatment Program at the Audrey Grevious Center is, fundamentally, an educational program with a therapeutic component, and further agree that the educational services provided to state agency children by FCPS as part of the Day Treatment Program effectively renders the Day Treatment Program at the Audrey Grevious Center to be a school program governed by KRS Chapter 158 and under Kentucky Educational Collaborative for State Agency Children (KECSAC) requirements, including but not limited to 505 KAR 1:080, and other applicable laws; and

WHEREAS, FCPS has proposed to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, specifically including but not limited to FCPS management over all interagency agreements and FCPS management of both the educational and therapeutic components of the Day Treatment Program, with an eye toward better aligning the Day Treatment Program at the Audrey Grevious Center with the requirements of the Kentucky Revised Statutes and Kentucky Administrative Regulations related to operation of public schools; and

WHEREAS, LFUCG recognizes the substantial public purpose inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center and has agreed to partner with FCPS by undertaking certain obligations as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutually agreed upon promises, conditions, and covenants hereinafter set forth, FCPS and LFUCG hereby covenant and agree as follows:

(1) **INCORPORATION OF RECITALS.** The above recitals are incorporated herein as if fully set forth.

(2) **UNDERTAKINGS AND CONTRIBUTIONS OF FCPS.** FCPS hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Grevious Center:

(a) FCPS shall enter into and manage all necessary inter-agency agreements with the Commonwealth of Kentucky and its agencies in order for FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, which includes but is not limited to: (1) an agreement between DJJ and FCPS to provide day treatment services in Fayette County; (2) an agreement between KECSAC and FCPS related to educational services provided by the Day Treatment Program; (3) a lease agreement between FCPS and LFUCG, leasing the Audrey Grevious Center to FCPS in consideration of the day treatment services provided by FCPS.

(b) FCPS shall, at its expense, with exceptions contained herein, assume responsibility for the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, which shall encompass not only the undertaking of all necessary inter-agency agreements for the provision of day treatment services in Lexington-Fayette County pursuant to KRS Chapter 605, but shall also include all day-to-day supervision of the Day Treatment Program at the Audrey Grevious Center. FCPS management, supervision, and control shall extend to, but is not limited to, such matters as staffing, administrative oversight, the provision of educational services, therapeutic services, medical services, security personnel, student intake, discipline of students, the assessment and provision of student needs and access to support services, educational and instructional matters, parent involvement, communications, statutory and regulatory compliance, provision of legal counsel, and other related matters. Except to the extent necessary in order to fulfill the undertakings set forth herein or as otherwise provided herein, LFUCG shall have no control over, responsibility for, or liability for the day-to-day operation, management, supervision or control over the Day Treatment Program.

(3) **UNDERTAKINGS AND CONTRIBUTIONS OF LFUCG.** LFUCG hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Grevious Center by FCPS:

(a) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, and

commensurate with the undertakings of FCPS in the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, LFUCG shall lease the Audrey Grevious Center to FCPS, for the purpose of continuing to house the operations of Day Treatment Program undertaken by FCPS, which lease agreement is attached hereto and incorporated herein by reference. As part of the lease agreement, LFUCG retains responsibility for providing custodial services (to be provided by one (1) custodian who shall be employed by LFUCG and stationed at the Audrey Grevious Center) and building maintenance services at the Audrey Grevious Center.

(b) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall employ four (4) full-time program aides, one (1) part-time program aide, and one (1) transportation coordinator, for the purpose of providing morning and afternoon transportation of students to and from the Audrey Grevious Center for the purposes of day treatment services provided by FCPS and providing classroom supports between transportation routes. Transportation services shall be provided using LFUCG vehicles and equipment. Program aides and the transportation coordinator shall act at the direction of and report to FCPS personnel in the provision of these transportation services and other school duties on a day-to-day basis. Notwithstanding that these aides and the custodian are employed by LFUCG, LFUCG shall require these employees to follow the FCPS Employee Code of Conduct. LFUCG shall retain all authority to discipline these employees in accordance with KRS Chapter 67A, the LFUCG Code of Ordinances, and the LFUCG Uniform Disciplinary Code, as appropriate, but LFUCG shall work in collaboration with FCPS in any disciplinary matters involving these aides. Further, any and all LFUCG employees who are working in or around Audrey Grevious students must undergo all background checks required by FCPS; FCPS shall provide LFUCG with all information necessary to conduct appropriate background checks and all FCPS criteria regarding those backgrounds. LFUCG shall bear the cost of background checks for its employees assigned to the Audrey Grevious Center.

(c) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement, in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall contribute funding to FCPS, pursuant to the terms and conditions of this agreement, in an amount not to exceed **THREE HUNDRED THOUSAND DOLLARS ($300,000.00)** each fiscal year, for the term of this agreement, on the condition that FCPS appropriate and dedicate such funding to expenses necessary for the operation of the Day Treatment Program at the Audrey Grevious Center.

(4) **TERM**. This Memorandum of Agreement shall continue in full force and effect for two (2) fiscal years, subject to sufficient funding being appropriated in future fiscal years, or until such time as this MOA is terminated pursuant to Section (6) of this MOA.

(5) **TRANSITION OF DAY TREATMENT SERVICES; CONTINUITY OF SERVICES.** FCPS intends, with the concurrence of LFUCG, to pursue responsibility for the provision of Day Treatment Program services under KRS Chapter 605 pursuant to the terms of a

proposed agreement with the Kentucky Department of Juvenile Justice (DJJ). In the event that DJJ's continuing obligation to provide for day treatment services under KRS Chapter 605 for Lexington-Fayette County were to be fulfilled by a subsequent MOA between FCPS and DJJ, LFUCG shall cooperate fully in the transition of the Day Treatment Program at the Audrey Grevious Center to FCPS, in order to provide for continuity of services.

(6) **TERMINATION.** FCPS and LFUCG each retain the right to terminate this MOA or the related LFUCG/FCPS MOA, relating to the Day Treatment Program at the Audrey Grevious Center, with or without cause, upon sixty (60) days written advance notice to the other party by registered or certified mail. Provided, however, that this MOA shall terminate automatically upon the execution of a subsequent MOA mutually agreed to by the parties.

(7) **INDEMNIFICATION AND HOLD HARMLESS.** It is understood and agreed by the Parties that FCPS hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with the day treatment services provided in connection with this Memorandum of Agreement and/or the provision of services and the performance or failure to perform any work required thereby. To the extent permitted by law, FCPS shall indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from FCPS's operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center and/or the provision of goods or services by FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

It is further understood and agreed by the Parties that LFUCG hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of LFUCG, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein. To the extent permitted by law, LFUCG assumes a reciprocal obligation to indemnify, save, hold harmless, or defend FCPS and its officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from the undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment

services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein.

These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive any termination of this Agreement.

(8) **DEFAULT.** No party shall be in default under this MOA unless and until the non-defaulting party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice.

(9) **BINDING EFFECT.** This MOA shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the parties hereto, and no party shall assign, sublet, or transfer its interests in this MOA without the written consent of the other party.

(10) **NON-WAIVER.** The failure or delay on the part of FCPS or LFUCG to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(11) **ENTIRE AGREEMENT.** With the sole exception of the lease agreement between LFUCG and FCPS for the Audrey Grevious Center that is contemplated under numbered paragraph (3)(a), this MOA constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. There are no promises, terms, conditions, or obligations other than those contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the Parties hereto or signed by the duly authorized representatives of said Parties.

(12) **AMENDMENTS.** This MOA may only be amended by a written agreement of all the parties hereto. No revision of this MOA shall be valid unless made in writing and signed by an authorized officer of FCPS and an authorized signatory on behalf of LFUCG.

(13) **SEVERABILITY.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this MOA.

(14) **NO THIRD PARTY RIGHTS.** Nothing in this MOA, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this MOA is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this MOA.

(15) This MOA may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(16) The execution, delivery and performance of this MOA and any related agreements have been duly authorized by all necessary parties, and this MOA is enforceable in accordance with its terms. FCPS and LFUCG have full power and authority to enter into this MOA, to execute and deliver all instruments and documents referred to herein and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties by their authorized representative have executed this Memorandum of Agreement as of the Effective Date.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

FAYETTE COUNTY PUBLIC SCHOOLS

BY: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF FAYETTE)

On the _____ day of _____, 202_, before me personally appeared _____, and acknowledged under oath that he/she is the authorized representative of **FAYETTE COUNTY PUBLIC SCHOOLS**, and as such was authorized to execute this Memorandum of Agreement.

My Commission Expires: _____

_____
NOTARY PUBLIC

4870-7472-0188, v. 3

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR THE TRANSITION OF DAY TREATMENT PROGRAM SERVICES AND THE CONTINUED OPERATION OF A DAY TREATMENT PROGRAM BY FAYETTE COUNTY PUBLIC SCHOOLS AT THE AUDREY GREVIOUS CENTER, AT A COST NOT TO EXCEED $300,000.00 IN FY2025, SUBJECT TO AND CONDITIONED UPON THE OBTAINING OF ALL OTHER APPROVALS NECESSARY TO GIVE FORCE AND EFFECT TO THE AGREEMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for the transition of day treatment program services and the continued operation of a day treatment program at the Audrey Grevious Center, at a cost not to exceed $300,000.00 in FY2025, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Memorandum of Agreement.

Section 2 – That an amount, not to exceed the sum of $300,000.00 in FY2025, be and hereby is approved for payment to Fayette County Public Schools, from account # 1101 – 606101 – 71299, pursuant to the terms of the Memorandum of Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0656-24/SocialSrvs/MSC/4857-4143-4826, v. 1

RESOLUTION NO. 335 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR THE TRANSITION OF DAY TREATMENT PROGRAM SERVICES AND THE CONTINUED OPERATION OF A DAY TREATMENT PROGRAM BY FAYETTE COUNTY PUBLIC SCHOOLS AT THE AUDREY GREVIOUS CENTER, AT A COST NOT TO EXCEED $300,000.00 IN FY2025, SUBJECT TO AND CONDITIONED UPON THE OBTAINING OF ALL OTHER APPROVALS NECESSARY TO GIVE FORCE AND EFFECT TO THE AGREEMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for the transition of day treatment program services and the continued operation of a day treatment program at the Audrey Grevious Center, at a cost not to exceed $300,000.00 in FY2025, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Memorandum of Agreement.

Section 2 – That an amount, not to exceed the sum of $300,000.00 in FY2025, be and hereby is approved for payment to Fayette County Public Schools, from account # 1101 – 606101 – 71299, pursuant to the terms of the Memorandum of Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0656-24/SocialSrvs/MSC/4857-4143-4826, v. 1

R-335-2024
Contract #287-2024

Fayette County Public Schools

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular **DATE:** 6/12/2024

TOPIC: Memorandum of Agreement with Lexington-Fayette Urban County Government

PREPARED BY: Shelley Chatfield

Recommended Action on: 6/24/2024
Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the agreement between FCPS and LFUCG.

Background/Rationale: LFUCG and FCPS have previously contracted with one another regarding an agreed-upon framework for the administration of the Day Treatment Program at Audrey Grevious Center. Under the LFUCH/FCPS MOA, FCPS has provided academic services and LFUCG has provided therapeutic and administrative services. Both parties agree that the Day Treatment Program at Audrey Grevious Center is, fundamentally, and educational program with a therapeutic component.

Strategic Priority:
☒ Student Achievement ☒ Diversity, Equity, Inclusion & Belonging
☒ Highly Effective & Culturally Responsive Workforce
☐ Stakeholder Engagement & Outreach ☐ Organizational Health & Efficiency

Data Considerations: N/A

Policy: 01.11

Fiscal Impact: $2.00 + insurance cost

Attachments(s): MOA with LFUCG and LFUCG Lease agreement

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of the 21 day of October, 2024 (the "Effective Date") by and between **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, KY 40511 (hereinafter referred to as "FCPS") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban-county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (hereinafter referred to as "LFUCG"), collectively referred to as the "Parties."

RECITALS

WHEREAS, KRS 605.093 provides that the Kentucky Department of Juvenile Justice ("DJJ") shall provide a day treatment program accessible to every school district in each judicial region of the state, and that day treatment programs shall combine academic and therapeutic services; and

WHEREAS, under the authority of KRS Chapter 605, DJJ has previously contracted with LFUCG to establish an agreement for a Day Treatment Program at the Audrey Grevious Center in Lexington-Fayette County (the "DJJ/LFUCG MOA"), and DJJ has previously contracted with FCPS to establish an agreement to provide educational services for youth committed to, or in the custody of, DJJ, in conjunction with the Day Treatment Program (the "DJJ/FCPS Interagency Agreement"); and

WHEREAS, LFUCG and FCPS have previously contracted with one another regarding an agreed-upon framework for the administration of the Day Treatment Program at the Audrey Grevious Center, pursuant to the aforementioned agreements, which agreement shall hereinafter be referred to as the "LFUCG/FCPS MOA," and under the LFUCG/FCPS MOA, FCPS has provided academic services and LFUCG has provided therapeutic and administrative services; and

WHEREAS, the parties are in agreement that the Day Treatment Program at the Audrey Grevious Center is, fundamentally, an educational program with a therapeutic component, and further agree that the educational services provided to state agency children by FCPS as part of the Day Treatment Program effectively renders the Day Treatment Program at the Audrey Grevious Center to be a school program governed by KRS Chapter 158 and under Kentucky Educational Collaborative for State Agency Children (KECSAC) requirements, including but not limited to 505 KAR 1:080, and other applicable laws; and

WHEREAS, FCPS has proposed to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, specifically including but not limited to FCPS management over all interagency agreements and FCPS management of both the educational and therapeutic components of the Day Treatment Program, with an eye toward better aligning the Day Treatment Program at the Audrey Grevious Center with the requirements of the Kentucky Revised Statutes and Kentucky Administrative Regulations related to operation of public schools; and

WHEREAS, LFUCG recognizes the substantial public purpose inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center and has agreed to partner with FCPS by undertaking certain obligations as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutually agreed upon promises, conditions, and covenants hereinafter set forth, FCPS and LFUCG hereby covenant and agree as follows:

(1) **INCORPORATION OF RECITALS.** The above recitals are incorporated herein as if fully set forth.

(2) **UNDERTAKINGS AND CONTRIBUTIONS OF FCPS.** FCPS hereby agrees to the following undertakings and contributions toward the proposed reimagining of the Day Treatment Center at the Audrey Grevious Center:

(a) FCPS shall enter into and manage all necessary inter-agency agreements with the Commonwealth of Kentucky and its agencies in order for FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, which includes but is not limited to: (1) an agreement between DJJ and FCPS to provide day treatment services in Fayette County; (2) an agreement between KECSAC and FCPS related to educational services provided by the Day Treatment Program; (3) a lease agreement between FCPS and LFUCG, leasing the Audrey Grevious Center to FCPS in consideration of the day treatment services provided by FCPS.

(b) FCPS shall, at its expense, with exceptions contained herein, assume responsibility for the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, which shall encompass not only the undertaking of all necessary inter-agency agreements for the provision of day treatment services in Lexington-Fayette County pursuant to KRS Chapter 605, but shall also include all day-to-day supervision of the Day Treatment Program at the Audrey Grevious Center. FCPS management, supervision, and control shall extend to, but is not limited to, such matters as staffing, administrative oversight, the provision of educational services, therapeutic services, medical services, security personnel, student intake, discipline of students, the assessment and provision of student needs and access to support services, educational and instructional matters, parent involvement, communications, statutory and regulatory compliance, provision of legal counsel, and other related matters. Except to the extent necessary in order to fulfill the undertakings set forth herein or as otherwise provided herein, LFUCG shall have no control over, responsibility for, or liability for the day-to-day operation, management, supervision or control over the Day Treatment Program.

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(a) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, and

commensurate with the undertakings of FCPS in the operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center, LFUCG shall lease the Audrey Grevious Center to FCPS, for the purpose of continuing to house the operations of Day Treatment Program undertaken by FCPS, which lease agreement is attached hereto and incorporated herein by reference. As part of the lease agreement, LFUCG retains responsibility for providing custodial services (to be provided by one (1) custodian who shall be employed by LFUCG and stationed at the Audrey Grevious Center) and building maintenance services at the Audrey Grevious Center.

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(c) In consideration of the mutual promises and respective undertakings of the parties hereto, and in further consideration of the public purposes promoted by this agreement, in supporting the mission of the Day Treatment Program at the Audrey Grevious Center, LFUCG shall contribute funding to FCPS, pursuant to the terms and conditions of this agreement, in an amount not to exceed **THREE HUNDRED THOUSAND DOLLARS ($300,000.00)** each fiscal year, for the term of this agreement, on the condition that FCPS appropriate and dedicate such funding to expenses necessary for the operation of the Day Treatment Program at the Audrey Grevious Center.

(4) **TERM**. This Memorandum of Agreement shall continue in full force and effect for two (2) fiscal years, subject to sufficient funding being appropriated in future fiscal years, or until such time as this MOA is terminated pursuant to Section (6) of this MOA.

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(6) **TERMINATION.** FCPS and LFUCG each retain the right to terminate this MOA or the related LFUCG/FCPS MOA, relating to the Day Treatment Program at the Audrey Grevious Center, with or without cause, upon sixty (60) days written advance notice to the other party by registered or certified mail. Provided, however, that this MOA shall terminate automatically upon the execution of a subsequent MOA mutually agreed to by the parties.

(7) **INDEMNIFICATION AND HOLD HARMLESS.** It is understood and agreed by the Parties that FCPS hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with the day treatment services provided in connection with this Memorandum of Agreement and/or the provision of services and the performance or failure to perform any work required thereby. To the extent permitted by law, FCPS shall indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from FCPS's operation, management, supervision, and control over the Day Treatment Program at the Audrey Grevious Center and/or the provision of goods or services by FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of FCPS, its officers, employees, agents, servants, owners, principals, licensees, or assigns, and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

It is further understood and agreed by the Parties that LFUCG hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of LFUCG, its officers, employees, agents, servants, owners, principals, licensees, or assigns, in connection with undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein. To the extent permitted by law, LFUCG assumes a reciprocal obligation to indemnify, save, hold harmless, or defend FCPS and its officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs, and reasonable attorney's fees that are in any way incidental to or connect with, or that arise or are alleged to have arisen, directly or indirectly, from the undertakings of LFUCG in this agreement, including but not limited to the provision of transportation services to students participating in the day treatment

services provided by FCPS and/or the provision of services and the performance or failure to perform any work required by LFUCG herein.

These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive any termination of this Agreement.

(8) **DEFAULT.** No party shall be in default under this MOA unless and until the non-defaulting party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice.

(9) **BINDING EFFECT.** This MOA shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the parties hereto, and no party shall assign, sublet, or transfer its interests in this MOA without the written consent of the other party.

(10) **NON-WAIVER.** The failure or delay on the part of FCPS or LFUCG to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(11) **ENTIRE AGREEMENT.** With the sole exception of the lease agreement between LFUCG and FCPS for the Audrey Grevious Center that is contemplated under numbered paragraph (3)(a), this MOA constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. There are no promises, terms, conditions, or obligations other than those contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the Parties hereto or signed by the duly authorized representatives of said Parties.

(12) **AMENDMENTS.** This MOA may only be amended by a written agreement of all the parties hereto. No revision of this MOA shall be valid unless made in writing and signed by an authorized officer of FCPS and an authorized signatory on behalf of LFUCG.

(13) **SEVERABILITY.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this MOA.

(14) **NO THIRD PARTY RIGHTS.** Nothing in this MOA, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this MOA is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this MOA.

(15) This MOA may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(16) The execution, delivery and performance of this MOA and any related agreements have been duly authorized by all necessary parties, and this MOA is enforceable in accordance with its terms. FCPS and LFUCG have full power and authority to enter into this MOA, to execute and deliver all instruments and documents referred to herein and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties by their authorized representative have executed this Memorandum of Agreement as of the Effective Date.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Stock

Clerk of the Urban County Council

Deputy

FAYETTE COUNTY PUBLIC SCHOOLS

BY: _____

Name: _____

Title: Superintendent

ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF FAYETTE)

On the _____ day of _____, 202_, before me personally appeared _____, and acknowledged under oath that he/she is the authorized representative of **FAYETTE COUNTY PUBLIC SCHOOLS**, and as such was authorized to execute this Memorandum of Agreement.

My Commission Expires: _____

_____
NOTARY PUBLIC

4870-7472-0188, v. 3

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0658-24

File ID:	0658-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	288-2024	**In Control:**	Urban County Council
				File Created:	06/14/2024
File Name:	FCPS Lease at Audrey Grevious Center			**Final Action:**	06/27/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Fayette County Public Schools, for the leasing of the property located at 1177 Harry Sykes Way, also known as the Audrey Grevious Center, to Fayette County Public Schools, for a period of two (2) years, for its exclusive use in the continuing operation of a Day Treatment Program on the premises, in consideration of the substantial public purposes promoted thereby, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Agreement. [Dept. of Social Services, Allen-Bryant]

Notes: Stamped and filed in the CCO. Returned to Theresa via scans 10/21/2024. MS Law has approved their execution AS IS.

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	0658-24 Bluesheet Memo - FCPS Lease at Audrey Grevious Center, AGC Lease to FCPS (Final 5-16-24) .3 . 4882-4211-3468, RES 658-24 Lease of 1177 Harry Sykes Way Audrey Grevious Center to FCPS 4865-1082-6698 v.1.docx, R-336-2024, 288-2024 - 336-2024 - CONTRACT - 2024 - CLK - Contracts - 10-24-2024(1)	**Enactment Number:**	R-336-2024
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0658-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Fayette County Public Schools, for the leasing of the property located at 1177 Harry Sykes Way, also known as the Audrey Grevious Center, to Fayette County Public Schools, for a period of two (2) years, for its exclusive use in the continuing operation of a Day Treatment Program on the premises, in consideration of the substantial public purposes promoted thereby, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Agreement. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to enter into a lease Agreement with Fayette County Public Schools (FCPS) for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center, for an initial term of two (2) years, beginning July 1, 2024. Yearly annual rental revenue is $1. (L0658-24) (Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: Michael Cravens 6/12/24

Fully Budgeted: Not Budgeted

Account Number: 1101-606503-6521-42181

This Fiscal Year Impact: Rental Income of $1

Annual Impact: Rental Income of $1

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Kacy Allen-Bryant, Commissioner of Social Services

DATE: June 14, 2024

SUBJECT: Facility Lease Agreement at the Audrey Grevious Center
Fayette County Public Schools

Request:

Request Council Authorization for the Mayor to enter into a lease agreement with Fayette County Public Schools (FCPS) for premises located at 1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center. The initial term will be for 2 years, beginning July 1, 2024, and ending on June 30, 2026.

Why are you requesting?

For the continued use of the premises exclusively for the operation of a day treatment program, and in recognition of the substantial public purposes inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center.

What is the cost in this budget year and future budget years?

Yearly annual rental revenue: $1

Are the funds budgeted?

Not budgeted.

File Number: 0658-24

Director/Commissioner: Kacy Allen-Bryant

LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, having an address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG" or "**Landlord**") and **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, Kentucky 40511 (hereinafter referred to as "FCPS" or "**Tenant**").

W I T N E S S E T H:

Landlord and **Tenant** desire to enter into this Lease Agreement, pursuant to which **Tenant** shall lease from **Landlord**, and **Landlord** shall lease to **Tenant**, certain real property and improvements, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. LEASED PREMISES:

Landlord hereby leases to **Tenant**, and **Tenant** hereby leases from **Landlord**, for the term stated herein, at the rental amount and upon all of the conditions set forth herein, the following Premises, together with the exclusive use of any common areas of the property, subject to provisions herein: **1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center** (hereinafter, "Premises").

2. TERM:

The term of this Lease shall be for a period of two (2) years, commencing on the 1st day of July 2024 ("Commencement Date"), and ending on the 30th day of June 2026, unless sooner terminated. Such termination shall not constitute a default under this Lease. **Landlord** shall deliver **Tenant** possession on the Commencement Date.

3. RENT:

In consideration of the public purposes presented by the continued use of the Premises exclusively for the operation of a day treatment program by **Tenant**, and in recognition of the substantial public purposes inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, **Landlord** hereby agrees to lease the Premises to **Tenant**, and **Tenant** shall pay to **Landlord**, the sum of **ONE DOLLAR ($1.00) per year** for the two-year term of the Lease Agreement.

4. OCCUPANCY:

Tenant shall use and occupy the demised Premises for the following purposes and no others without **Landlord**'s prior written consent:

Operation of a Day Treatment Program by Tenant (FCPS)

Tenant shall not use the Premises in any manner which constitutes a violation of any ordinance, statute, regulation, or order of any governmental authority. **Tenant** shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when **Tenant** first took possession thereof, and **Tenant** shall not commit, or allow to be committed, any act of waste, in or about the Premises. **Tenant** shall not create, maintain, or permit any nuisance in the Premises, or permit any objectionable or offensive noise or odors to be emitted from the Premises. **Tenant** shall comply with any and all reasonable rules or regulations of **Landlord** governing the use and occupancy of the Premises, now or hereinafter established for the protection of the subject Premises.

5. ALTERATIONS:

Tenant shall make no alterations to the leased Premises, including painting, without the prior written consent of the **Landlord**, which may be withheld. All improvements by **Tenant** that

may be authorized by **Landlord** shall be (i) made in a workmanlike manner and utilizing good quality materials; (ii) performed by legal, licensed, and insured contractors naming **Landlord** as an additional insured on an active policy of general liability insurance in an amount of at least $1,000,000, and a certificate of such policy is delivered to **Landlord** prior to commencing such work; (iii) performed in accordance with all applicable laws and building codes; and (iv) accurately depicted on plans to be provided to **Landlord** together with **Tenant**'s request for **Landlord**'s consent therefor, with any changes to such plans being first submitted to **Landlord** before performance thereof.

All alterations, decorations, installations, additions, or improvements upon the demised made by either party, including, but not limited to, paneling, partitions, railings and the like, shall, unless **Landlord** elects otherwise, become the property of the **Landlord** and remain upon the demised Premises as a part thereof at the end of the term or any extension thereof. Upon completion of any authorized improvements by **Tenant**, **Tenant** must provide copies of all required governmental approvals and permits and copies of full lien waivers from all contractors and materialmen who performed work on any and all improvements made to the demised Premises. In the event the **Landlord** shall elect otherwise, such alterations, additions or improvements as the **Tenant** may have made shall, to the extent directed by the **Landlord**, be removed by the **Tenant** and the **Tenant** shall restore the Premises to the original conditions prior to the expiration of the lease term and at the cost of the **Tenant**.

6. MAINTENANCE AND REPAIR:

Landlord shall generally retain responsibility for maintenance and repair of the Premises, including the subject building on the Premises. Provided, however, that **Tenant** shall take good care of the demised Premises (including the subject building), and any and all damages or injury

thereto caused by **Tenant** or agents, servants, employees, invitees, or licensees of **Tenant**, shall be restored promptly by **Tenant** at the cost of **Tenant** and to the satisfaction of **Landlord**. If **Tenant** shall fail to make such repair and restoration, within thirty (30) days after written notice provided by **Landlord**, such repair and restoration may be made by **Landlord** at the expense of **Tenant**. Intentional damage to the Premises shall entitle **Landlord** to terminate the Lease, to repossess the Premises, and to require **Tenant** to make necessary repairs to the Premises.

7. INSURANCE:

Landlord shall maintain, at all times throughout the term of this lease, a policy of self-insurance and such excess policies of insurance as it deems appropriate for the protection of the demised Premises, and proof of appropriate insurance coverage may be inspected by **Tenant** upon request. **Tenant** shall maintain, at all times throughout the term of this lease, appropriate insurance coverage for Commercial General Liability, including Premises and Operations Liability, as well as fire insurance for its own contents, improvements and betterments, and Workers Compensation insurance, with liability limits in an amount not less than $1,000,000.00 per occurrence with an aggregate of not less than $2,000,000.00. Proof of appropriate insurance coverage may be inspected by **Landlord** upon request. **Tenant** will comply with all laws and regulations which shall be applicable to the demised Premises for the use thereof and neither **Tenant** nor **Landlord** shall do or permit to be done any act or thing on the Premises which would invalidate any insurance policies covering the subject building or occupancy containing the demised Premises or which may otherwise result in property or casualty or Premises liability claims against appropriate insurance coverages respectively maintained by the parties hereto, and if **Tenant** uses the Premises in such manner, **Landlord** may require **Tenant** to discontinue such use.

8. PROPERTY LOSS-DAMAGE-REIMBURSEMENT:

All personal property kept on the Premises shall be kept at the sole risk and responsibility of **Tenant**. This shall include property of contractors or vendors engaged by **Tenant** to conduct approved improvement activities throughout the term of this Agreement. Except insofar as may be caused by the active negligence or willful misconduct of **Landlord**, its agents, employees, licensees, or invitees, **Landlord** shall not be liable for any damage to property of **Tenant**, or agents, employees, licensees, or invitees of **Tenant**, which is housed, stored, held, or placed on the Premises, nor for loss or damage to such property by theft or otherwise. **Landlord** shall not be liable for injuries or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the building containing the demised Premises or any other cause whatsoever unless due to the negligence of the **Landlord**; nor shall the **Landlord** be liable for any such damage caused by **Tenant**, its agents, employees, licensees, invitees, or other persons in its building.

9. DESTRUCTION-FIRE OR OTHER CAUSE:

If the demised Premises or the subject building containing the demised Premises shall be destroyed or damaged by fire or other casualty, within thirty (30) days of such damage, **Landlord** may, at its sole election, elect to make repairs or restore the Premises or may elect to terminate this lease as of the occurrence of such damage and have no further liability to **Tenant** by giving notice in writing of such termination, instead of making the necessary repairs. In the event of such damage, and if **Landlord** does not terminate the lease, **Landlord** shall restore the demised Premises or so much of the building containing said Premises as may be necessary for the use of the demised Premises within a reasonable period of time, unless said damage was caused by the acts or neglect of **Tenant** or agents, employees, licensees or invitees of **Tenant**, in which later

event **Landlord** shall be fully reimbursed by **Tenant**. If the Premises are damaged to such an extent that repairs or restoration cannot be completed within one hundred and twenty (120) days of the occurrence of the damage, either party shall have the right to terminate this Agreement by giving the other party such notice in writing within thirty (30) days from the date of the occurrence. Should the destruction or damage be of such extent that the Premises are entirely unrentable, this lease shall automatically terminate.

10. TERMINATION:

Either party may terminate this Lease Agreement at any time, without penalty, upon a ninety (90) day prior written notice to the other party. **Landlord** may perform ongoing evaluations to determine whether the Premises are being used by **Tenant** as stipulated in this Agreement. If **Tenant** does not utilize the Premises in accordance with the use specified in paragraph 4 ("Occupancy"), **Tenant** shall upon written notice from **Landlord** immediately vacate the Premises and this lease shall be deemed terminated and of no further force or effect.

11. EMINENT DOMAIN:

If the whole or part of the demised Premises, or so much of the building containing the demised Premises as to make the demised Premises unusable shall be taken by eminent domain, the terms of the lease shall cease and terminate as of such taking and **Tenant** shall have no claim against **Landlord** for the value of any unexpired term of the lease, nor any claim to any sums awarded for such taking, nor any damages related to any resulting deprivation of use or occupancy of the Premises.

12. ASSIGNMENT:

Tenant shall not assign or sublet the demised Premises in whole or in part without the consent in writing of the **Landlord**, which may be withheld.

13. ACCESS:

Landlord shall have the right to enter the demised Premises at any and all reasonable times for the purpose of inspecting the same and making such repairs and alterations as it may deem necessary or appropriate. **Landlord** shall have free access to the Premises at all reasonable times for the purposes of examining the same, or to make any alterations or repairs to the Premises that **Landlord** deems necessary for its safety or preservation. **Landlord** shall have the right to inspect the Premises outside **Tenant**'s normal hours of operation upon 24 hours prior notice.

14. BANKRUPTCY:

If the **Tenant** should be adjudged as bankrupt or be the subject of any type of insolvency or other proceedings jeopardizing **Tenant**'s ability to perform any of the terms and conditions of this Agreement, which proceedings are not dismissed within fifteen (15) days of the commencement thereof, at the option of **Landlord** this lease shall terminate as of the commencement of such proceedings.

15. DEFAULT:

If **Tenant** shall be in default in the performance of any other condition of the lease for ten (10) days after **Landlord** gives notice to correct the same, then on the happening of either of said events the **Landlord** may terminate this lease and retake the demised Premises without further notice. Likewise, if **Landlord** defaults in the performance of any condition of this lease for which **Landlord** is responsible for thirty (30) days after the **Tenant** gives written notice to correct the same, then **Tenant** may terminate this lease without further notice.

16. QUIET ENJOYMENT:

Landlord hereby covenants and agrees that if **Tenant** performs all of the covenants and agreements herein stipulated to be performed on **Tenant**'s part, **Tenant** shall at all times during

the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises.

17. UTILITIES AND SERVICES:

Landlord shall at its expense (a) furnish heat to the demised Premises and air conditioning in the appropriate season; (b) furnish water and electric current; (c) furnish all janitorial service necessary to keep the demised Premises clean and orderly, including all common area maintenance; and (d) provide ordinary building maintenance. **Landlord** does not warrant that any services provided by **Landlord** will be free of interruption due to causes beyond **Landlord**'s reasonable control. All stains shall be reported to the **Landlord** immediately, so that proper cleaning might be accomplished. All boxes, large books, etc., shall be removed from the offices by **Tenant**. Janitorial service will remove all general office trash from trash receptacles daily but will not remove accumulated heavy trash. Dumpsters are available on the Premises. All building maintenance issues shall be reported to **Landlord** immediately, so that appropriate maintenance can be performed. **Landlord** reserves the right to stop service of the heating, air conditioning, plumbing, and electrical systems when necessary, by reason of accident, emergency, or for repairs, alterations, replacement or improvements in the judgment of the **Landlord** until said repairs, alteration, replacements or improvement, shall have been completed. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of **Tenant**'s use and possession of the Premises or render **Landlord** liable to **Tenant** for damages, nor will it relieve **Tenant** from performance of **Tenant**'s obligations under this Agreement. **Landlord** shall have no responsibility, or liability for failure to supply heat, air conditioning, plumbing and electrical service, when prevented from doing so by strike, accidents or by any cause beyond **Landlord**'s control. **Landlord** shall be responsible for snow removal on parking lots and

sidewalks during inclement weather; provided, however, that **Tenant** is responsible for coordinating snow removal activity by keeping **Landlord** apprised of school closings or school activity on inclement weather days by providing such notice to **Landlord** at earliest opportunity.

18. CAPTIONS:

Captions are inserted only for convenience and in no way define, limit, or describe the scope of this lease or any provision thereof.

19. HAZARDOUS MATERIALS:

Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state, or local law or regulation. Any Hazardous Materials generated by **Tenant** will be removed from the Premises at **Tenant**'s expense in the manner required by law and disposed of in compliance with federal, state, and local laws and regulations. If at any time **Tenant** fails to comply with the terms of this section, **Landlord** may remedy such default and **Tenant** must fully reimburse **Landlord** for any cost or expense it incurs within ten (10) days of written notification from **Landlord**.

20. SUCCESSORS:

This lease shall be binding upon each of the Parties hereto and their successors and assigns.

21. COMPLIANCE WITH APPLICABLE LAW:

Tenant shall comply and cause its employees, agents, licensees, and invitees to comply with all ordinances, statutes, state and federal laws, and with reasonable rules, regulations, and operational procedures and standards established by **Landlord** for the use of the Premises.

22. PARKING:

Landlord shall provide space for parking to **Tenant** on the Premises.

23. SECURITY:

Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. **Landlord** shall maintain a master key or keys in its possession for emergency access to the Premises.

24. SIGNAGE:

Tenant will be allowed to place, at its sole expense, its name or sign on the Premises, provided that such signage complies with any applicable guidelines set by **Landlord** and with local sign ordinances. All signs installed by **Tenant** must be removed by **Tenant**, at its own expense, no later than the expiration or termination of this Lease, and the Premises must be restored to their original condition.

25. VACATION OF PREMISES:

Upon the expiration or earlier termination of this Lease, **Tenant** shall immediately surrender the Premises to **Landlord** in broom clean condition and in good order, condition, and repair as the Premises were at the time of the Agreement (the elements, ordinary wear, and deterioration excepted).

26. INDEMNIFICATION:

Tenant agrees, to the extent permitted by law, to indemnify, defend, and hold harmless **Landlord** and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from **Tenant**'s or its employees', licensees', or invitees' use of the Premises. **Landlord** agrees, to the extent permitted by law, to indemnify, defend, and hold harmless **Tenant**

and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from **Landlord'**s or its employees', licensees', or invitees' use of the Premises. **Landlord** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent that such injury or damage results from a negligent or willful act or failure to act of the **Landlord**. Any property of **Tenant**, its employees, agents, licensees, invitees, or others kept for storage at the Premises shall be so kept or stored at the exclusive risk of **Tenant**.

27. NON-WAIVER:

The failure or delay by either party to insist upon the strict performance by the other of any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. No waiver of condition or covenant shall be valid unless it be in writing signed by the party so waiving.

28. ENTIRE AGREEMENT; AMENDMENTS:

With the sole exception of the Memorandum of Agreement between LFUCG and FCPS related to the provision of day treatment services by FCPS, which in part provides for the execution of this lease, this Lease Agreement constitutes the entire agreement between the parties with respect to **Tenant**'s occupancy, use, and lease of the Premises, and supersedes all previous understandings and agreements between the parties, and no oral or implied representation or

understandings shall vary its terms. It may not be amended except by a written instrument executed by both parties. The parties acknowledge that any amendment to this Agreement must be approved by the Lexington-Fayette Urban County Council.

29. HOLDOVER TENANCY:

Unless the parties to this Agreement otherwise agree, if the **Tenant** hold over after the expiration of the lease term or following the termination of the lease and fail to promptly vacate the Premises, the Lease shall be extended on a month-to-month lease subject to termination only upon thirty (30) days written notice to the other party. Monthly rent for the holdover tenancy shall be set at fair market value as calculated by **Landlord**, and **Tenant** shall further be responsible for paying operating expenses, including utilities, insurance, maintenance, janitorial services, and repairs, during the holdover tenancy.

30. INTERPRETATION:

If any clause, sentence, paragraph, or part of this Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, this Agreement shall continue in full force and effect. This Agreement, having been negotiated in good faith between the parties hereto with the advice of their respective counsel, shall not be construed against one party or the other.

31. APPLICABLE LAW; VENUE:

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

32. NO THIRD PARTY RIGHTS:

Nothing contained herein, expressed or implied, is intended to create nor shall be construed to create any relationship, contractual or otherwise, or any rights in favor of any third party.

33. ATTORNEYS FEES:

Should either party to this Agreement expend attorney's fees and costs to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

34 NON-DISCRIMINATION:

Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability, and will state in all solicitations or advertisements for employees placed on behalf of **Tenant** that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or disability.

35. NOTICES:

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. mail. If mailed, such notice shall be via certified mail, return receipt requested. Notices shall be sent to the follows:

TO LANDLORD:

Lexington-Fayette Urban County Government
Commissioner, Department of Social Services
200 East Main Street
Lexington, KY 40507

TO TENANT:

Fayette County Public Schools
Superintendent's Office
450 Park Place
Lexington, KY 40511

IN WITNESS WHEREOF, the parties by their authorized representative have executed this Lease Agreement as of the date first above written.

LANDLORD:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

TENANT:

FAYETTE COUNTY PUBLIC SCHOOLS

BY: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF FAYETTE)

On the _____ day of _____, 202_, before me personally appeared _____, and acknowledged under oath that he/she is the authorized representative of **FAYETTE COUNTY PUBLIC SCHOOLS**, and as such was authorized to execute this Lease Agreement.

My Commission Expires: _____

_____
NOTARY PUBLIC

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR THE LEASING OF THE PROPERTY LOCATED AT 1177 HARRY SYKES WAY, ALSO KNOWN AS THE AUDREY GREVIOUS CENTER, TO FAYETTE COUNTY PUBLIC SCHOOLS, FOR A PERIOD OF TWO (2) YEARS, FOR ITS EXCLUSIVE USE IN THE CONTINUING OPERATION OF A DAY TREATMENT PROGRAM ON THE PREMISES, IN CONSIDERATION OF THE SUBSTANTIAL PUBLIC PURPOSES PROMOTED THEREBY, SUBJECT TO AND CONDITIONED UPON THE OBTAINING OF ALL OTHER APPROVALS NECESSARY TO GIVE FORCE AND EFFECT TO THE AGREEMENT.

_____

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Lease Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for the leasing of the property located at 1177 Harry Sykes Way, also known as the Audrey Grevious Center, to Fayette County Public Schools, for a period of two (2) years, for its exclusive use in the continuing operation of a day treatment program on the premises, in consideration of the substantial public purposes promoted thereby, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Lease Agreement.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0658-24/SocialSrvcs/MSC/4865-1082-6698, v. 1

RESOLUTION NO. 336 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR THE LEASING OF THE PROPERTY LOCATED AT 1177 HARRY SYKES WAY, ALSO KNOWN AS THE AUDREY GREVIOUS CENTER, TO FAYETTE COUNTY PUBLIC SCHOOLS, FOR A PERIOD OF TWO (2) YEARS, FOR ITS EXCLUSIVE USE IN THE CONTINUING OPERATION OF A DAY TREATMENT PROGRAM ON THE PREMISES, IN CONSIDERATION OF THE SUBSTANTIAL PUBLIC PURPOSES PROMOTED THEREBY, SUBJECT TO AND CONDITIONED UPON THE OBTAINING OF ALL OTHER APPROVALS NECESSARY TO GIVE FORCE AND EFFECT TO THE AGREEMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Lease Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for the leasing of the property located at 1177 Harry Sykes Way, also known as the Audrey Grevious Center, to Fayette County Public Schools, for a period of two (2) years, for its exclusive use in the continuing operation of a day treatment program on the premises, in consideration of the substantial public purposes promoted thereby, subject to and conditioned upon the obtaining of all other approvals necessary to give force and effect to the Lease Agreement.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0658-24/SocialSrvcs/MSC/4865-1082-6698, v. 1

R-336-2024
Contract #288-2024

Fayette County Public Schools

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular **DATE:** 6/12/2024

TOPIC: Memorandum of Agreement with Lexington-Fayette Urban County Government

PREPARED BY: Shelley Chatfield

Recommended Action on: 6/24/2024
Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the agreement between FCPS and LFUCG.

Background/Rationale: LFUCG and FCPS have previously contracted with one another regarding an agreed-upon framework for the administration of the Day Treatment Program at Audrey Grevious Center. Under the LFUCH/FCPS MOA, FCPS has provided academic services and LFUCG has provided therapeutic and administrative services. Both parties agree that the Day Treatment Program at Audrey Grevious Center is, fundamentally, and educational program with a therapeutic component.

Strategic Priority:
☒ Student Achievement ☒ Diversity, Equity, Inclusion & Belonging
☒ Highly Effective & Culturally Responsive Workforce
☐ Stakeholder Engagement & Outreach ☐ Organizational Health & Efficiency

Data Considerations: N/A

Policy: 01.11

Fiscal Impact: $2.00 + insurance cost

Attachments(s): MOA with LFUCG and LFUCG Lease agreement

LEASE AGREEMENT

THIS LEASE, made and entered into this 21st day of October, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, having an address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG" or "**Landlord**") and **FAYETTE COUNTY PUBLIC SCHOOLS**, having an address of 450 Park Place, Lexington, Kentucky 40511 (hereinafter referred to as "FCPS" or "**Tenant**").

W I T N E S S E T H:

Landlord and **Tenant** desire to enter into this Lease Agreement, pursuant to which **Tenant** shall lease from **Landlord**, and **Landlord** shall lease to **Tenant**, certain real property and improvements, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **LEASED PREMISES:**

Landlord hereby leases to **Tenant**, and **Tenant** hereby leases from **Landlord**, for the term stated herein, at the rental amount and upon all of the conditions set forth herein, the following Premises, together with the exclusive use of any common areas of the property, subject to provisions herein: **1177 Harry Sykes Way, Lexington, Kentucky, also known as the Audrey Grevious Center** (hereinafter, "Premises").

2. **TERM:**

The term of this Lease shall be for a period of two (2) years, commencing on the 1st day of July 2024 ("Commencement Date"), and ending on the 30th day of June 2026, unless sooner terminated. Such termination shall not constitute a default under this Lease. **Landlord** shall deliver **Tenant** possession on the Commencement Date.

3. **RENT:**

In consideration of the public purposes presented by the continued use of the Premises exclusively for the operation of a day treatment program by **Tenant**, and in recognition of the substantial public purposes inherent in the proposal by FCPS to operate, manage, supervise, and control the Day Treatment Program at the Audrey Grevious Center, **Landlord** hereby agrees to lease the Premises to **Tenant**, and **Tenant** shall pay to **Landlord**, the sum of **ONE DOLLAR ($1.00) per year** for the two-year term of the Lease Agreement.

4. **OCCUPANCY:**

Tenant shall use and occupy the demised Premises for the following purposes and no others without **Landlord**'s prior written consent:

Operation of a Day Treatment Program by Tenant (FCPS)

Tenant shall not use the Premises in any manner which constitutes a violation of any ordinance, statute, regulation, or order of any governmental authority. **Tenant** shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when **Tenant** first took possession thereof, and **Tenant** shall not commit, or allow to be committed, any act of waste, in or about the Premises. **Tenant** shall not create, maintain, or permit any nuisance in the Premises, or permit any objectionable or offensive noise or odors to be emitted from the Premises. **Tenant** shall comply with any and all reasonable rules or regulations of **Landlord** governing the use and occupancy of the Premises, now or hereinafter established for the protection of the subject Premises.

5. **ALTERATIONS:**

Tenant shall make no alterations to the leased Premises, including painting, without the prior written consent of the **Landlord**, which may be withheld. All improvements by **Tenant** that

may be authorized by **Landlord** shall be (i) made in a workmanlike manner and utilizing good quality materials; (ii) performed by legal, licensed, and insured contractors naming **Landlord** as an additional insured on an active policy of general liability insurance in an amount of at least $1,000,000, and a certificate of such policy is delivered to **Landlord** prior to commencing such work; (iii) performed in accordance with all applicable laws and building codes; and (iv) accurately depicted on plans to be provided to **Landlord** together with **Tenant**'s request for **Landlord**'s consent therefor, with any changes to such plans being first submitted to **Landlord** before performance thereof.

All alterations, decorations, installations, additions, or improvements upon the demised made by either party, including, but not limited to, paneling, partitions, railings and the like, shall, unless **Landlord** elects otherwise, become the property of the **Landlord** and remain upon the demised Premises as a part thereof at the end of the term or any extension thereof. Upon completion of any authorized improvements by **Tenant**, **Tenant** must provide copies of all required governmental approvals and permits and copies of full lien waivers from all contractors and materialmen who performed work on any and all improvements made to the demised Premises. In the event the **Landlord** shall elect otherwise, such alterations, additions or improvements as the **Tenant** may have made shall, to the extent directed by the **Landlord**, be removed by the **Tenant** and the **Tenant** shall restore the Premises to the original conditions prior to the expiration of the lease term and at the cost of the **Tenant**.

6. **MAINTENANCE AND REPAIR:**

Landlord shall generally retain responsibility for maintenance and repair of the Premises, including the subject building on the Premises. Provided, however, that **Tenant** shall take good care of the demised Premises (including the subject building), and any and all damages or injury

thereto caused by **Tenant** or agents, servants, employees, invitees, or licensees of **Tenant**, shall be restored promptly by **Tenant** at the cost of **Tenant** and to the satisfaction of **Landlord**. If **Tenant** shall fail to make such repair and restoration, within thirty (30) days after written notice provided by **Landlord**, such repair and restoration may be made by **Landlord** at the expense of **Tenant**. Intentional damage to the Premises shall entitle **Landlord** to terminate the Lease, to repossess the Premises, and to require **Tenant** to make necessary repairs to the Premises.

7. **INSURANCE:**

Landlord shall maintain, at all times throughout the term of this lease, a policy of self-insurance and such excess policies of insurance as it deems appropriate for the protection of the demised Premises, and proof of appropriate insurance coverage may be inspected by **Tenant** upon request. **Tenant** shall maintain, at all times throughout the term of this lease, appropriate insurance coverage for Commercial General Liability, including Premises and Operations Liability, as well as fire insurance for its own contents, improvements and betterments, and Workers Compensation insurance, with liability limits in an amount not less than $1,000,000.00 per occurrence with an aggregate of not less than $2,000,000.00. Proof of appropriate insurance coverage may be inspected by **Landlord** upon request. **Tenant** will comply with all laws and regulations which shall be applicable to the demised Premises for the use thereof and neither **Tenant** nor **Landlord** shall do or permit to be done any act or thing on the Premises which would invalidate any insurance policies covering the subject building or occupancy containing the demised Premises or which may otherwise result in property or casualty or Premises liability claims against appropriate insurance coverages respectively maintained by the parties hereto, and if **Tenant** uses the Premises in such manner, **Landlord** may require **Tenant** to discontinue such use.

8. **PROPERTY LOSS-DAMAGE-REIMBURSEMENT:**

All personal property kept on the Premises shall be kept at the sole risk and responsibility of **Tenant**. This shall include property of contractors or vendors engaged by **Tenant** to conduct approved improvement activities throughout the term of this Agreement. Except insofar as may be caused by the active negligence or willful misconduct of **Landlord**, its agents, employees, licensees, or invitees, **Landlord** shall not be liable for any damage to property of **Tenant**, or agents, employees, licensees, or invitees of **Tenant**, which is housed, stored, held, or placed on the Premises, nor for loss or damage to such property by theft or otherwise. **Landlord** shall not be liable for injuries or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the building containing the demised Premises or any other cause whatsoever unless due to the negligence of the **Landlord**; nor shall the **Landlord** be liable for any such damage caused by **Tenant**, its agents, employees, licensees, invitees, or other persons in its building.

9. **DESTRUCTION-FIRE OR OTHER CAUSE:**

If the demised Premises or the subject building containing the demised Premises shall be destroyed or damaged by fire or other casualty, within thirty (30) days of such damage, **Landlord** may, at its sole election, elect to make repairs or restore the Premises or may elect to terminate this lease as of the occurrence of such damage and have no further liability to **Tenant** by giving notice in writing of such termination, instead of making the necessary repairs. In the event of such damage, and if **Landlord** does not terminate the lease, **Landlord** shall restore the demised Premises or so much of the building containing said Premises as may be necessary for the use of the demised Premises within a reasonable period of time, unless said damage was caused by the acts or neglect of **Tenant** or agents, employees, licensees or invitees of **Tenant**, in which later

event **Landlord** shall be fully reimbursed by **Tenant**. If the Premises are damaged to such an extent that repairs or restoration cannot be completed within one hundred and twenty (120) days of the occurrence of the damage, either party shall have the right to terminate this Agreement by giving the other party such notice in writing within thirty (30) days from the date of the occurrence. Should the destruction or damage be of such extent that the Premises are entirely unrentable, this lease shall automatically terminate.

10. TERMINATION:

Either party may terminate this Lease Agreement at any time, without penalty, upon a ninety (90) day prior written notice to the other party. **Landlord** may perform ongoing evaluations to determine whether the Premises are being used by **Tenant** as stipulated in this Agreement. If **Tenant** does not utilize the Premises in accordance with the use specified in paragraph 4 ("Occupancy"), **Tenant** shall upon written notice from **Landlord** immediately vacate the Premises and this lease shall be deemed terminated and of no further force or effect.

11. EMINENT DOMAIN:

If the whole or part of the demised Premises, or so much of the building containing the demised Premises as to make the demised Premises unusable shall be taken by eminent domain, the terms of the lease shall cease and terminate as of such taking and **Tenant** shall have no claim against **Landlord** for the value of any unexpired term of the lease, nor any claim to any sums awarded for such taking, nor any damages related to any resulting deprivation of use or occupancy of the Premises.

12. ASSIGNMENT:

Tenant shall not assign or sublet the demised Premises in whole or in part without the consent in writing of the **Landlord**, which may be withheld.

13. **ACCESS:**

Landlord shall have the right to enter the demised Premises at any and all reasonable times for the purpose of inspecting the same and making such repairs and alterations as it may deem necessary or appropriate. **Landlord** shall have free access to the Premises at all reasonable times for the purposes of examining the same, or to make any alterations or repairs to the Premises that **Landlord** deems necessary for its safety or preservation. **Landlord** shall have the right to inspect the Premises outside **Tenant**'s normal hours of operation upon 24 hours prior notice.

14. **BANKRUPTCY:**

If the **Tenant** should be adjudged as bankrupt or be the subject of any type of insolvency or other proceedings jeopardizing **Tenant**'s ability to perform any of the terms and conditions of this Agreement, which proceedings are not dismissed within fifteen (15) days of the commencement thereof, at the option of **Landlord** this lease shall terminate as of the commencement of such proceedings.

15. **DEFAULT:**

If **Tenant** shall be in default in the performance of any other condition of the lease for ten (10) days after **Landlord** gives notice to correct the same, then on the happening of either of said events the **Landlord** may terminate this lease and retake the demised Premises without further notice. Likewise, if **Landlord** defaults in the performance of any condition of this lease for which **Landlord** is responsible for thirty (30) days after the **Tenant** gives written notice to correct the same, then **Tenant** may terminate this lease without further notice.

16. **QUIET ENJOYMENT:**

Landlord hereby covenants and agrees that if **Tenant** performs all of the covenants and agreements herein stipulated to be performed on **Tenant**'s part, **Tenant** shall at all times during

the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises.

17. **UTILITIES AND SERVICES:**

Landlord shall at its expense (a) furnish heat to the demised Premises and air conditioning in the appropriate season; (b) furnish water and electric current; (c) furnish all janitorial service necessary to keep the demised Premises clean and orderly, including all common area maintenance; and (d) provide ordinary building maintenance. **Landlord** does not warrant that any services provided by **Landlord** will be free of interruption due to causes beyond **Landlord**'s reasonable control. All stains shall be reported to the **Landlord** immediately, so that proper cleaning might be accomplished. All boxes, large books, etc., shall be removed from the offices by **Tenant**. Janitorial service will remove all general office trash from trash receptacles daily but will not remove accumulated heavy trash. Dumpsters are available on the Premises. All building maintenance issues shall be reported to **Landlord** immediately, so that appropriate maintenance can be performed. **Landlord** reserves the right to stop service of the heating, air conditioning, plumbing, and electrical systems when necessary, by reason of accident, emergency, or for repairs, alterations, replacement or improvements in the judgment of the **Landlord** until said repairs, alteration, replacements or improvement, shall have been completed. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of **Tenant**'s use and possession of the Premises or render **Landlord** liable to **Tenant** for damages, nor will it relieve **Tenant** from performance of **Tenant**'s obligations under this Agreement. **Landlord** shall have no responsibility, or liability for failure to supply heat, air conditioning, plumbing and electrical service, when prevented from doing so by strike, accidents or by any cause beyond **Landlord**'s control. **Landlord** shall be responsible for snow removal on parking lots and

sidewalks during inclement weather; provided, however, that **Tenant** is responsible for coordinating snow removal activity by keeping **Landlord** apprised of school closings or school activity on inclement weather days by providing such notice to **Landlord** at earliest opportunity.

18. CAPTIONS:

Captions are inserted only for convenience and in no way define, limit, or describe the scope of this lease or any provision thereof.

19. HAZARDOUS MATERIALS:

Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state, or local law or regulation. Any Hazardous Materials generated by **Tenant** will be removed from the Premises at **Tenant**'s expense in the manner required by law and disposed of in compliance with federal, state, and local laws and regulations. If at any time **Tenant** fails to comply with the terms of this section, **Landlord** may remedy such default and **Tenant** must fully reimburse **Landlord** for any cost or expense it incurs within ten (10) days of written notification from **Landlord.**

20. SUCCESSORS:

This lease shall be binding upon each of the Parties hereto and their successors and assigns.

21. COMPLIANCE WITH APPLICABLE LAW:

Tenant shall comply and cause its employees, agents, licensees, and invitees to comply with all ordinances, statutes, state and federal laws, and with reasonable rules, regulations, and operational procedures and standards established by **Landlord** for the use of the Premises.

22. PARKING:

Landlord shall provide space for parking to **Tenant** on the Premises.

23. **SECURITY:**

Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. **Landlord** shall maintain a master key or keys in its possession for emergency access to the Premises.

24. **SIGNAGE:**

Tenant will be allowed to place, at its sole expense, its name or sign on the Premises, provided that such signage complies with any applicable guidelines set by **Landlord** and with local sign ordinances. All signs installed by **Tenant** must be removed by **Tenant**, at its own expense, no later than the expiration or termination of this Lease, and the Premises must be restored to their original condition.

25. **VACATION OF PREMISES:**

Upon the expiration or earlier termination of this Lease, **Tenant** shall immediately surrender the Premises to **Landlord** in broom clean condition and in good order, condition, and repair as the Premises were at the time of the Agreement (the elements, ordinary wear, and deterioration excepted).

26. **INDEMNIFICATION**:

Tenant agrees, to the extent permitted by law, to indemnify, defend, and hold harmless **Landlord** and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from **Tenant**'s or its employees', licensees', or invitees' use of the Premises. **Landlord** agrees, to the extent permitted by law, to indemnify, defend, and hold harmless **Tenant**

and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in any way incidental or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part from **Landlord**'s or its employees', licensees', or invitees' use of the Premises. **Landlord** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent that such injury or damage results from a negligent or willful act or failure to act of the **Landlord**. Any property of **Tenant**, its employees, agents, licensees, invitees, or others kept for storage at the Premises shall be so kept or stored at the exclusive risk of **Tenant**.

27. **NON-WAIVER:**

The failure or delay by either party to insist upon the strict performance by the other of any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. No waiver of condition or covenant shall be valid unless it be in writing signed by the party so waiving.

28. **ENTIRE AGREEMENT; AMENDMENTS:**

With the sole exception of the Memorandum of Agreement between LFUCG and FCPS related to the provision of day treatment services by FCPS, which in part provides for the execution of this lease, this Lease Agreement constitutes the entire agreement between the parties with respect to **Tenant**'s occupancy, use, and lease of the Premises, and supersedes all previous understandings and agreements between the parties, and no oral or implied representation or

understandings shall vary its terms. It may not be amended except by a written instrument executed by both parties. The parties acknowledge that any amendment to this Agreement must be approved by the Lexington-Fayette Urban County Council.

29. HOLDOVER TENANCY:

Unless the parties to this Agreement otherwise agree, if the **Tenant** hold over after the expiration of the lease term or following the termination of the lease and fail to promptly vacate the Premises, the Lease shall be extended on a month-to-month lease subject to termination only upon thirty (30) days written notice to the other party. Monthly rent for the holdover tenancy shall be set at fair market value as calculated by **Landlord**, and **Tenant** shall further be responsible for paying operating expenses, including utilities, insurance, maintenance, janitorial services, and repairs, during the holdover tenancy.

30. INTERPRETATION:

If any clause, sentence, paragraph, or part of this Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, this Agreement shall continue in full force and effect. This Agreement, having been negotiated in good faith between the parties hereto with the advice of their respective counsel, shall not be construed against one party or the other.

31. APPLICABLE LAW; VENUE:

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

32. **NO THIRD PARTY RIGHTS:**

Nothing contained herein, expressed or implied, is intended to create nor shall be construed to create any relationship, contractual or otherwise, or any rights in favor of any third party.

33. **ATTORNEYS FEES:**

Should either party to this Agreement expend attorney's fees and costs to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

34 **NON-DISCRIMINATION:**

Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability, and will state in all solicitations or advertisements for employees placed on behalf of **Tenant** that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or disability.

35. **NOTICES:**

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. mail. If mailed, such notice shall be via certified mail, return receipt requested. Notices shall be sent to the follows:

TO LANDLORD:

Lexington-Fayette Urban County Government
Commissioner, Department of Social Services
200 East Main Street
Lexington, KY 40507

TO TENANT:

Fayette County Public Schools
Superintendent's Office
450 Park Place
Lexington, KY 40511

IN WITNESS WHEREOF, the parties by their authorized representative have executed this Lease Agreement as of the date first above written.

LANDLORD:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:
Mackenzie Stack
Clerk of the Urban County Council
Deputy

TENANT:

FAYETTE COUNTY PUBLIC SCHOOLS

BY: _____

Name: _____

Title: Superintendent

ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF FAYETTE)

On the _____ day of _____, 202_, before me personally appeared _____, and acknowledged under oath that he/she is the authorized representative of **FAYETTE COUNTY PUBLIC SCHOOLS**, and as such was authorized to execute this Lease Agreement.

My Commission Expires: _____

_____
NOTARY PUBLIC

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0659-24

File ID: 0659-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 305-2023 **In Control:** Urban County Council

File Created: 06/14/2024

File Name: Change Order #1 - Champlin/Haupt Architects Inc. dba EOP Architects - #305-2023 **Final Action:** 06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Agreement with Champlin/Haupt Architects Inc. dba EOP Architects, for professional services for the new Senior and Therapeutic Center, increasing the amount by $215,617, raising the total Contract amount from $736,133 to $951,750. [Div. of Facilities and Fleet Management, Baradaran]

Notes: CO stamped and filed in CCO. copy given back to Lisa G. 7.2 AA

Sponsors: **Enactment Date:** 06/27/2024

Attachments: Memorandum_New Senior Therapeutic Center_EOP_CO1, Consultant Services Agreement -B- Senior & Therapeutic Center, Justification_New Senior Therapeutic Center_EOP_CO1, New Change Order-Contract Details Form 6-14-24, EOP Proposal_New STC, RESO 0659-24 Change Order No.1 Champlin Haupt Architects DBA EOP Architects 4887-6440-9289 v.1.docx, R-337-2024, Contract #305-2023, Contract #305-2023 **Enactment Number:** R-337-2024

Deed #: **Hearing Date:**

Drafter: **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0659-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Agreement with Champlin/Haupt Architects Inc. dba EOP Architects, for professional services for the new Senior and Therapeutic Center, increasing the amount by $215,617, raising the total Contract amount from $736,133 to $951,750. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute Change Order No. 1 to consultant services Agreement #305-2023 with Champlin/Haupt Architects Inc. dba EOP Architects for professional services of the New Senior & Therapeutic Center in the amount of $215,617.00, bringing the new Contract total to 951,750.00. Funds are Budgeted. (L0659-24) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-606102-6051-71206

This Fiscal Year Impact: $ 215,617.00

Annual Impact: $0

Project: SENIOR_CTR_2023

Activity: DESIGN_CAP

Budget Reference: 2023

Current Balance: $642,323.00

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: June 14, 2024

SUBJECT: Request Council authorization to execute Change Order #1 to consultant services agreement #305-2023 with Champlin/Haupt Architects Inc. dba EOP Architects for professional services for the New Senior & Therapeutic Center in the amount of $215,617.00.

Request:

Request Council authorization to execute Change Order #1 to consultant services agreement #305-2023 with Champlin/Haupt Architects Inc. dba EOP Architects for professional services for the New Senior & Therapeutic Center in the amount of $215,617.00.

Purpose:

Consultant contract #305-2023 is being amended to include the Bidding & Construction Administration Phases for the construction of the New Senior & Therapeutic Center in the amount of $215,617.00. Costs are based on the proposal submitted in response to RFP #40-2023.

Budgetary Implication:

$215,617.00

Are the funds budgeted?

Yes, budgeted in 1105-606102-6051-71206-2023-SENIOR_CTR_2023-DESIGN_CAP

File Number: 0659-24

Director/Commissioner: Jamshid Baradaran/Chris Ford

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between e LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Champlin/Haupt Architects Inc. dba EOP Architects** (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents of the **New Senior & Therapeutic Center** as contemplated in the **OWNER**'s Request for Proposal No. 40-2023. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #40-2023.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 40-2023. (**Exhibit "A"**), and Consultant's Response dated _____October 12, 2023_____ (**Exhibit "B"**).To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 40-2023. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and

supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Consultant or Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)

Schematic Design Phase:	$201,354
(percentage of total services)	21%
Design Development Phase:	$199,444
(percentage of total services)	21%
Construction Documents Phase:	$335,335
(percentage of total services)	35%
Total Architectural/ Engineering Services	**$736,133**

Note: Construction is currently unfunded. This Agreement may be amended at the time of construction funding to include Bidding Phase & Construction Administration in the amount of:

Bid Phase:	$42,494
(percentage of total services)	4%
Construction Administration Stage:	$173,123
(percentage of total services)	18%

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal	210 $/HR
Project Manager	168 $/HR
Registered Architect	158 $/HR
Graduate Architect	147 $/HR
Clerical	95 $/HR
Sr. Interior Designer	163 $/HR
Interior Designer	142 $/HR
Graphic Designer	84 $/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be __0_____%

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the

OWNER's receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times subject to the standard of care comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination

of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and standard of care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

The **CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: **CONSULTANT:**

_____ _____

_____ _____

_____ _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	June 14, 2024
	Contract Mod #:	1
	CONTRACT #:	305-2023

Project: Consultant Services Agreement - New Senior & Therapeutic Center

TO: ıamplin/Haupt Architects Inc. dba EOP Architects

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Increase contract for Bidding & Construction Administration Phases	LS	1	$ 215,617.00	$ -	$ 215,617.00
2							
3							
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 215,617.00
Net (increase) in contract price							$ 215,617.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	June 14, 2024
	Contract Modification	1
	CONTRACT #:	305-2023

PROJECT: Consultant Services Agreement - New Senior & Therapeutic Center

TO: Champlin/Haupt Architects Inc. dba EOP Architects

Original Contract Amount	$736,133.00
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0%
Existing Contract Amount	$736,133.00
Net (increase/decrease) in Contract Amount - (From following pages)	$215,617.00
Percent Change of This Contract Modification	29%
Original Contract Amount	$736,133.00
Cumulative Amount of all Contract Modifications	$215,617.00
Percent Change of all Contract Modifications	29%
New Contract Amount Including this Change Order	$951,750.00

Recommended by _____ (Proj. Engr.) Date 6.14.24

Accepted by _____ (Consultant) Date 6/14/24

Accepted by N/A (Contractor) Date N/A

Approved by _____ (Director) Date 6-14-24

Approved by _____ (Commissioner) Date 6/14/24

Approved by _____ (Mayor or CAO) Date _____

New Senior & Therapeutic Center – Design Only

Lexington-Fayette Urban County Government

RFP# 40-2023 | October 12, 2023



EOP architecture | interiors + CHAMPLIN ARCHITECTURE

Request for Proposals

New Senior & Therapeutic Center – Design Only

RFP #40-2023

October 12, 2023

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EOP
architecture | interiors

CHAMPLIN
ARCHITECTURE

201 W. Short St | 7th Floor
Lexington KY 40507
USA

Tel 859 231-7538
Fax 859 255-4380
www.eopa.com

October 12, 2023
Lexington-Fayette Urban County Government
200 East Main St
Lexington, KY 40507

Re: RFP #40-2023 New Senior & Therapeutic Center – Design

Selection Committee Members:

As a Lexington-based firm, we take pride in this community's commitment to inclusivity and service for all of its residents. This project clearly illustrates that dedication in calling for the creation of a universally designed center in which Lexingtonians of all ages and abilities can enjoy activities and receive services in seamless access and comfort. While many of the activities and services offered by the Senior and Therapeutic Recreation programs are similar in content and facility-related needs, it will be important to understand the differences in delivery methods, participant needs and preferences, and other key issues. We have joined with Senior Center and Universal Design specialists Lifespan Design Studio to enhance our team's ability to guide productive conversations with stakeholders, yielding important insights that will help to shape an appropriately responsive design solution.

The goals, principles and outcomes of universal design are wholly consistent with the task at hand: to create a physical environment where people of diverse and dynamic physical and cognitive abilities and life experiences--and goals in engaging with programs at the Center--are all accommodated without stigma or barriers. Our ultimate design goal for this project will be to create an environment that simply works for everyone - seamlessly and (as much as possible) invisibly supporting all participants' ability to participate independently, confidently, and effectively.

This team is fully committed to providing LFUCG Parks & Recreation and Aging & Disability Services with exceptional results that far exceed expectations for this innovative new facility. Historically, we have performed consistently at the level and are ready to ensure that same passion and focus is applied to the design of the New Senior & Therapeutic Center. I trust that message will be clearly communicated in this RFP response package.

The EOP Project Team would be honored to be part of the new STC project and sincerely hope that our qualifications will merit a serious consideration.

Respectfully,

Chris Estes, NCIDQ, LEED AP
Principal

EOP+Champlin
cestes@eopa.com

01
Submittal Requirements

01 Submittal Requirements



LFUCG Senior Center
Designed by EOP+Champlin

Company Information & Qualifications

EOP Architects and Champlin Architecture recently merged to create the largest and most experienced local/regional firm operating in Kentucky. EOP+Champlin now has 130+ professionals available to ensure your project's success. We are excited to show you what we can do together!

EOP has been a proven resource for the Commonwealth for over 40 years with a history of award-winning design and exceptional client service across Kentucky. However, always seeking to improve our firm and service to our clients, EOP Architects recently merged with Champlin Architecture of Ohio and Indiana. Combined, EOP+Champlin is a local/regional firm with offices in Louisville, Lexington, Cincinnati, Dayton, Toledo, and Indianapolis. Our team's combined portfolio and personnel experience is extensive.

Our combined firm is established on a cultural foundation and core philosophy focused on design and technical excellence. These values—combined with client diversification, an unwavering commitment to client service, and a passion for creative challenges—have fostered our success and defined our reputation for outstanding design. The firm has received numerous regional and national design awards, and earned the 2010 AIA Kentucky Firm of the Year Award. EOP+Champlin has a passion for design excellence—a passion that informs everything we do.

From workspaces to meeting rooms, mixed-use developments to convention centers, libraries to student residence halls, interactive classrooms to lecture halls, hospitals to clinics, the value of design is foremost.

Tracking Customer Satisfaction

To both learn from our past endeavors and to continue the strong relationships created during the course of our projects, EOP makes use of a post-occupancy communication tool called "The Dig." The purpose of this tool is to dig back to the inception of a project to unearth the vision created at that time. We then learn from the client how well we were able to turn dreams into reality, and how successfully the project has responded to the client's evolution over time. We are constantly talking to our past clients to discover this information, which, when communicated to our current clients via their design teams, is invaluable. EOP knows our most important asset is our clientele, and our commitment to exceeding client expectations, combined with our notable technical and design capabilities, has resulted in a repeat or referred client base that accounts for over 75% of the firm's workload.

Training and Quality Control Programs

EOP+Champlin's staff of licensed architects and other professionals continually train and educate themselves to ensure utmost competency in their fields of expertise. As licensed architects in Kentucky, we are required to compile at least 12 hours of certified HSW (health, safety, welfare) continuing education each year in addition to the 6 hours of continuing education necessary to maintain good standing with the AIA (for a total of 18 hours per year). EOP+Champlin enables and supplements this education by allowing time for and paying for the continuing education of its professionals. We also regularly bring training programs in-house and host "Lunch & Learn" sessions in the office featuring design, construction, and manufacturer experts that present on specific topics of interest to the firm and the profession.

All of EOP+Champlin's architectural interns (not yet licensed) are paired with a licensed architect mentor to ensure continued development of the interns professional skills. We also encourage and assist interns in their pursuit of licensure and participate in the NCARB's IDP (intern development program).

EOP+Champlin maintains an active and mutually beneficial relationship with the University of Kentucky College of Design. EOP+Champlin's professionals participate in design classes, sometimes as teachers, sometimes as students, and often as jurors sitting in on student project reviews. EOP+Champlin annually sponsors scholarships for both architecture and interior design students. Two of EOP+Champlin's principals have sat on UK College of Design Advisory Boards.

Quality control is an integral part of EOP's design process, and we believe every member of the project team has a role to play. Our form of quality control is not about catching mistakes–it's about avoiding them. Successful projects depend equally on strong, creative leadership as well as effective management.

Our framework for quality control is based on eight critical elements:

1. **Quality Control Plan**
   We establish quality control standards at the start of the design. Our approach to high quality control results from:
   - Involving the client team, construction team, and consultants in establishing the overall team goals and objectives
   - Holding independent in-house "concurrent" review of documents during each project phase
   - Using Building Information Modeling (BIM), which thoroughly evaluates constructibility, potential system conflicts, and coordinates disciplines within a 3D environment
   - Employing full team coordination reviews
2. **Commitment of Leadership & Continuity of Team**
   We involve the whole team from day one. Each team member "owns" the project, understands it, and feels a commitment to its success. We become partners with you and are committed to the best possible project outcome.
3. **Tailor the Process to Your Decision-Making Structure**
   We will help you develop a process that works for your culture, involving the right people, assuring effective communication with all stakeholders, and structuring alternatives and recommendations in ways that assist in your decision-making.
4. **Follow Your Criteria**
   We play by your rules, your criteria, and your decisions. Everyone on the team researches your design criteria, space program, and project issues. We set priorities and goals with you and constantly check the design for compliance and quality.
5. **Identify and Resolve Conflicts Before Crisis or Delay**
   Our experience and ability allow us to identify project concerns before they become problems and help us work with you to identify alternative solutions. Active issue and decision matrices keep the team focused during weekly meetings.
6. **Provide Rigorous Documentation**
   Project processes and decisions are documented and identify action items, due dates, and responsible personnel. Accurate record keeping alleviates misunderstandings and costly backtracking.
7. **Conduct Methodical Plan Checks & Reviews**
   We regularly schedule concurrent/in-line reviews with published agendas and criteria checks. Any changes are made immediately and then rechecked. Our reviews ensure coordination and accuracy among all documents, and in turn, ensure cost and quality control.
8. **Control Costs Continuously**
   Throughout the design process, we will help establish workable project budgets, accurately predict cost elements, and minimize time consuming cost/budget reconciliations.

Current Employees

EOP+Champlin currently employs 130 people including: 38 architects, 49 architectural technicians/interns, 18 interior designers, and 13 administrative professionals.

General Firm Qualifications

EOP+Champlin has six offices, two of which are in Kentucky. The Lexington office has been located downtown since its inception. Our office in the historic Lexington Building is directly behind the Old Fayette County Courthouse, which EOP+Champlin studied in depth for its renovation plan. All work for this project will be managed at EOP+Champlin's Lexington office at 201 W. Short Street, utilizing manpower and resources from multiple EOP+Champlin offices.

EOP+Champlin has no pending litigation.

Project Team

- **EOP Architects** — Architecture/Interiors/Leadership
- **Lifespan Design Studio** — Senior Center/Universal Design Specialists
- **Yeiser Structural** — Structural Engineering
- **CMTA** — MEP Engineering
- **Element Design** — Civil Engineering/Landscape Architecture
- **The Concord Group** — Cost Estimating

EOP+Champlin is committing Senior Project Manager **Geoff Meehan** to your project. Geoff has extensive experience with facilities that serve older adults, having worked with John Catlin & Associates Architecture before coming to EOP+Champlin. John Catlin & Associates was EOP+Champlin's specialized consultant on the successful design of the Senior Center on Life Lane. He has years of experience designing aged adult, senior living, and healthcare projects.

Richard Polk, AIA, LEED AP has been a Principal with the firm for nearly 40 years and will be assigned the duties of Project Architect. Richard completed similar duties on Southland Christian Church Richmond Road Campus as well as the UK College of Pharmacy Building. Richard is also one of the region's leading practitioners of sustainable design. He was EOP+Champlin's Project Principal on the state's first LEED-certified building, Berea College's Lincoln Hall. Richard has been a consultant to the Kentucky Finance Cabinet and helped develop Kentucky's High Performance Building Standards.

Rick Ekhoff, AIA, LEED AP, a founding Principal of EOP+Champlin, will be EOP+Champlin's Design Lead. Rick has led the design direction for the firm for over 40 years and has been instrumental in establishing the firm's award-winning reputation for innovation and design excellence. Rick's commitment to design excellence can be seen in a number of downtown Lexington projects including Main + Rose (recipient of the AIA Award for Design Excellence), Nunn Building, Gratz Park Inn, the Court Square Building renovation, and Southland Christian Church. Rick also played a pivotal role on the design of the Life Lane Senior Center.

Chris Estes, NCIDQ, LEED AP will be assigned as the project Principal-in-Charge. Since joining EOP in 1998, his efforts have been focused on ensuring that the firm's design commitment is executed appropriately and to exceed client expectations. His leadership of the team and vast experience as well as knowledge of LFUCG and the Life Lane Senior Center will ensure outstanding results. Chris will assure that information flows clearly and effectively, and that schedule, budget, and staff commitments are upheld. He will make the necessary resources available for your project and will be integrally involved during the critical stages of assessment and planning, and he will be present at all major meetings and presentations.

Kristie Stanfield, AAHID, LEED AP ID+C will serve as the Interior Design Lead for this project. Kristie uses her creative design solutions to convey clear design concepts to clients and lead them through the design process by sharing options that can be quickly evaluated. By taking the time to understand the needs of each client and project, Kristie is able to provide them with a unique solution to fit their individual needs.

Lifespan Design Studio is an architectural consulting firm specializing in Universal Design with an extensive project resume in the planning and design of Senior/Active Adult Community Centers. Created by Doug Gallow, an architect, and Ellen Gallow, who studied gerontology and began her career as a senior center director, Lifespan's portfolio includes more than 120 senior center planning and design projects in 31 states. Active members of the National Institute of Senior Centers for decades, Doug and Ellen offer an insider's understanding of emerging trends in senior center program delivery and the complex issues that impact facility-related needs. Each design is approached with an uncompromising commitment to universal design principles for the creation of environments that support diversity and change in people's physical and cognitive abilities seamlessly across the lifespan.

As consulting specialists, Lifespan works closely with the local architect of record for an effective blend of senior center expertise with local experience and responsiveness. They serve as integral members of the Design Team through all phases of programming, design, and construction. Through this process the team remains tightly focused on critical issues impacting the appropriateness and effectiveness of the constructed environment for the intended uses and participants.

Yeiser Structural prides itself on making complex problems simple, not only for the building itself, but for the user and clients. Clients want economical design, but also need someone who is going to care for their project just like they do. Yeiser is different because of a willingness to alter our scope to the needs of the client and the needs of the project. We believe that not all structural engineering firms are created equally, which is why through a precise yet approachable process, we offer pragmatic solutions for even the most complex structural design challenges, giving our clients exactly what they need every time.

CMTA Inc. is a multi-specialty firm that focuses on building systems engineering that ensures cost-effective, energy-efficient, high-performance buildings. CMTA is a true partner who is vested in the long-term success of our buildings, which is measured by exceeding the expectations of building owners and managers and maintaining the health and comfort of the occupants. In addition to engineering great building systems, at CMTA, we invent products, set national goals, and work to transform the market to improve results for everyone. CMTA defines their innovative approach to engineering as "building science leadership."

Element Design will be responsible for site design for the project. Element Design believes site design has the greatest capacity to transform and create community by providing thoughtful, functional, and beautiful places for us to live, play, interact, and come to know each other. Element is a Women-Owned Business Enterprise certified through WBENC and the Kentucky Transportation and Finance Cabinets. They will work closely with EOP+Champlin and LFUCG to determine the best location of the building on the site and to design the site in a way that fits with the neighboring park. Element will be responsible for the design of site circulation and amenity spaces that create exterior campus learning and social spaces.

The Concord Group's cost estimating services form the foundation of all of the services that Concord offers as an organization and is just one characteristic that separates Concord from competitors. Their objective is to always provide clients with an accurate and reasonable estimate of the cost to construct or remodel a project, regardless of use or scale. The Concord Group will be providing cost estimating services for this project. All of their estimates are prepared in-house by a knowledgeable and experienced staff of cost estimators, engineers, quantity surveyors, and project managers who have the ability to help clients manage their construction costs. Concord provides cost estimates at all typical design stages and for all construction disciplines.

Project Team



Richard J. Polk, Jr., AIA, LEED AP

Principal | **EOP+CHAMPLIN**

Role: Project Architect

Since joining the firm in 1984, Richard has provided planning, programming and management services for academic, laboratory/ research, government, office, civic, healthcare, and industrial facilities. His experience includes numerous projects for DECA throughout the Commonwealth.

Richard's primary responsibilities include the oversight of the firm's most demanding projects and supporting project managers as needed to ensure adherence to schedule, budget, and client service.

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY

Undergraduate Studies, University of Louisville, Louisville, KY

Registered Architect, Kentucky #2932

U.S. Green Building Council: LEED Accredited Professional

American Institute of Architects

President, AIA Kentucky, 2011; Vice President, AIA Kentucky, 2010; Secretary, AIA Kentucky, 2009; Treasurer, AIA Kentucky, 2008; Past Treasurer, AIA East KY Chapter

Selected Project Experience

- Lexington Senior Center
  Lexington, KY
- The Rocky Adkins Dining Commons and East Parking Facility
  Morehead State University | Morehead, KY
- Southland Christian Church
  Lexington, KY
- Shriners Hospitals for Children Medical Center
  Lexington, KY
- UK College of Ophthalmology, Advanced Eye Clinic
  Lexington, KY
- Urban Active
  Multiple locations nationwide



Rick Ekhoff, AIA, LEED AP

Design Principal | **EOP+CHAMPLIN**

Role: Design Lead

As co-founder and EOP+Champlin's partner in charge of design, Rick Ekhoff has defined and mentored the firm's passion for innovation and fostered its continued commitment to exploration and discovery. Rick is motivated by the belief that architecture has the responsibility to inspire, transform, and provide iconic, cultural and environmental value. Under Rick's guidance, the firm has received numerous design awards from national, regional, and state organizations and its work has been recognized in a number of professional mediums. Sustainable and energy-efficient initiatives are an integral element of his overall project design vocabulary and echoes the firm's leadership role in conservation.

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY

International School of Art & Architecture, Venice, Italy

Registered Architect, Kentucky #2190

U.S. Green Building Council: LEED Accredited Professional

American Institute of Architects

National Council of Architectural Registration Boards

Selected Project Experience

- Lexington Senior Center
  Lexington, KY
- The MET, Mixed-Use Development
  Lexington, KY
- UK Polk-Dalton Clinic
  Lexington, KY
- American Cancer Society Hope Lodge
  Lexington, KY
- Shriners Hospitals for Children Medical Center
  Lexington, KY
- Southland Christian Church
  Lexington, KY

Project Team



Chris Estes, CID, LEED AP, NCIDQ

Managing Principal | **EOP+Champlin**

Role: Principal-in-Charge

Since joining EOP+Champlin in 1998, Chris's efforts have been focused on ensuring that the firm's design commitment is executed appropriately with respect to the built environment to serve our clients. Chris's client base during his tenure with the firm is widely diversified and includes project types for corporate workplaces, hospitality, commercial, education, healthcare, retail, and others. He has been an instrumental designer on the firm's award-winning projects such as the Paris-Bourbon County Public Library, UK's Lee T. Todd, Jr. Building (College of Pharmacy) and the state's first LEED-certified building, Lincoln Hall on the campus of Berea College.

Background

Bachelor of Housing & Interior Design, University of Kentucky, Lexington, KY

Kentucky Interior Design Legislative Organization

U.S. Green Building Council: LEED Accredited Professional

Certified Interior Designer, Kentucky #0092CID

NCIDQ Certificate #013781

Selected Project Experience

- Lexington Senior Center
  Lexington, KY
- UK HealthCare Integrative Medicine & Health Outpatient Clinic
  Lexington, KY
- Falling Springs Arts & Recreation Center
  Versailles, KY
- Baptist Health Clinic Harrodsburg Road
  Lexington, KY
- HealthFirst Bluegrass Southland Family Clinic
  Lexington, KY



Geoff Meehan

Senior Project Manager | **EOP+CHAMPLIN**

Role: Project Manager

As a Project Manager, Geoff Meehan has combined his technical and management skills to ensure the success of both small and large, complex projects. Geoff has over 25 years of experience and has worked successfully on many challenging healthcare projects.

Background

Bachelor of Architecture, Wentworth Institute of Technology, Boston, MA

Selected Project Experience

- Pepperell Senior Center (now the Albert Harris Center)*
  Pepperell, MA
- Milton Senior Center*
  Milton, MA
- Worcester Senior Center*
  Worcester, MA
- The Center for Arts in Natick*
  Natick, MA
- Summit Manor SeniorCare PT Addition*
  Columbia, KY
- Memory Care Unit Renovation, Elmcroft of Lima*
  Lima, OH
- Baptist Health Jeffersonville 10th Street Primary Care
  Jeffersonville, IN
- Baptist Health La Grange Henry County Primary Care
  Jeffersonville, IN
- Urgent Care Center, Phoenixville Hospital*
  Phoenixville, PA

** while with other firms*

Project Team



Kristie Stanfield, AAHID, LEED AP ID+C

Principal | **EOP+CHAMPLIN**

Role: Senior Interior Designer

As the leader of our Toledo office, Kristie Stanfield's commitment to the community, as well as her work ethic and commitment to quality design and project management, make her a desired leader for any project. An award-winning interior designer, Kristie creates design solutions in a way that allows clients to clearly understand a concept. She leads a client through the design process by sharing options that can be quickly evaluated and provides timely deliverables, which are important when leading a collaborative team process.

Background

Bachelor of Science Interior Design, University of Cincinnati, Cincinnati, OH

American Academy of Healthcare Interior Designers

NCIDQ-Certified

LEED Accredited Professional, ID+C

Fitwel Ambassador

Selected Project Experience

- Mercy Health Sacred Heart Home Nursing Facility Addition, Louisville, KY
- Mercy Health Fairfield Rehabilitation, Fairfield, OH
- Mercy Franciscan at West Park Senior Living Community, Cincinnati, OH
- The Drake Center Renovation & Modernization, Cincinnati, OH
- SEM Haven Nursing Home Gathering/Retail Space, Milford, OH
- SEM Haven Nursing Home Wellness Center Rehabilitation, Milford, OH
- SEM Haven Nursing Home Assisted Living Expansion, Milford, OH
- UC Health Medical Center- Women's Health Center, Cincinnati, OH
- Lindner Center for Hope, Cincinnati, OH



April Mummert, NCIDQ

Associate | **EOP+CHAMPLIN**

Role: Interior Designer

April specializes in healthcare design and has a deep understanding of the importance of patient-centric design. April's work blends staff functionality with factors such as the careful use of color, texture, and materials as well as space planning that creates a pleasant environment for all users. April brings the goals of the client to the forefront. April's abilities to connect with the clients and effectively communicate with them to understand and address their needs stems from her previous teaching experience. She was formerly an Instructor of Interior Design at Antonelli College, where she was hired for her commercial design experience.

Background

Bachelor of Science Design, University of Cincinnati, Cincinnati, OH

NCIDQ-Certified

Selected Project Experience

- Bayley Independent Living Development, Cincinnati, OH
- The Drake Center Renovation & Modernization, Cincinnati, OH
- Veterans Affairs Medical Center Canteen Renovations, Cincinnati, OH
- St. Elizabeth Medical Center Emergency Department Expansion, Florence, KY
- Ohio Veterans Home Spa Renovations, Sandusky, OH
- Dayton Children's Hospital Surgery Renovation, Dayton, OH
- Mercy Health- The Jewish Hospital Medical Office Buildings, Cincinnati, OH
- Primary Health Solutions New Office Building, Hamilton, OH

Project Team



Doug Gallow, FAIA

Principal | **LIFESPAN DESIGN STUDIO**

Role: Senior Center/Universal Design Specialist

In 2022, Doug joined the National Institute of Senior Centers' Task Force and was honored by the American Institute of Architects for his senior center design work. This recognition highlights his long-term commitment to innovation in a changing industry. Emphasizing both operational needs and diverse user preferences, Doug's designs underline their crucial relationship. Since starting Lifespan Design Studio with Ellen Gallow in 2006, he's completed 120+ projects in 31 states and remains an active institute member, often presenting at senior services conferences.

Background

Bachelor of Science, Environmental Design, Miami University, Oxford, OH

Certificate on Aging, Johns Hopkins University

National Council of Architectural Registration Boards

Registered Architect, OH

Selected Project Experience

- Lexington Senior Center
  Lexington, KY
- Westlake Senior & Community Services Center
  Westlake, OH
- The Center at Belvedere
  Charlottesville, VA
- Oklahoma City Senior Health & Wellness Centers
  Oklahoma City, OK
- South Hadley Senior Center
  South Hadley, MA
- Miami Springs Senior Center
  Miami Springs, FL
- East Boston Senior Center
  Boston, MA
- Grayling Senior Center
  Grayling, MI



Ellen Gallow, CAPS

Co-Founder | **LIFESPAN DESIGN STUDIO**

Role: Senior Center/Universal Design Specialist

Ellen brings an educational background in gerontology and universal design, and professional experience as a senior center director to her unique role in a senior center planning and design project. Her involvement begins at project inception when she facilitates highly effective communication between the client and design team focused on functional objectives, operational preferences, and the diverse needs, interests, and capacities of the target population. She remains involved throughout the project, advocating for the thoughtful incorporation of design that support the functional effectiveness, user-friendliness, safety, and comfort of the environment.

Background

Bachelor of Arts, Sociology/Gerontology, Miami University, Oxford, OH

Graduate Coursework, Gerontology, Scripps Gerontology Center

Certificate on Universal Design, SUNY at Buffalo, IDEA Center

Selected Project Experience

- Lexington Senior Center
  Lexington, KY
- Westlake Senior & Community Services Center
  Westlake, OH
- The Center at Belvedere
  Charlottesville, VA
- Oklahoma City Senior Health & Wellness Centers
  Oklahoma City, OK
- South Hadley Senior Center
  South Hadley, MA
- Miami Springs Senior Center
  Miami Springs, FL
- East Boston Senior Center
  Boston, MA
- Grayling Senior Center
  Grayling, MI

Project Team

Jordan Yeiser, PE

Principal | **YEISER STRUCTURAL**

Role: Structural Project Manager

Jordan has completed numerous multi-million dollar projects across the US. His experience includes historical, healthcare, recreational, educational, mixed-use, and industrial facility projects. The majority of his design experience consists of structural steel, cold-formed metal framing, wood, concrete, and masonry. As the lead engineer on many projects, Jordan has saved his clients millions with creative solutions to complex structural issues. He relies on intense coordination and excellent communication to deliver the most efficient structural designs.

Clay Gatewood, PE

Structural Engineer | **YEISER STRUCTURAL**

Role: Structural Engineer

Clay has over 20 years of structural engineering experience for a wide variety of clients. His experience has included analysis with finite elements models, drafting utilizing BIM software, and coordination efforts with clients and contractors to ensure an accurate and efficient product.

Greg Brumagen, PE, RCDD, CxA

Principal | **CMTA INC.**

Role: Project Manager/Electrical Engineer

Greg has broad knowledge of building systems that include emergency power generators, UPS, lightning protection, grounding, security, intrusion detection systems, sensitive compartmented information facilities, secret internet protocol router network, and elevator control interface.

Sam Claxton, PE, FPE

Principal | **CMTA INC.**

Role: Mechanical Engineer

Sam has over 20 years of experience designing energy efficient HVAC systems and has a broad knowledge of plumbing and fire-protection systems. During his career he has designed HVAC and smoke management systems and performed energy audits for new and existing facilities.

Michael Stewart, CTS, LEED GA

Principal | **CMTA INC.**

Role: AV/IT/Security Design

Michael has over 18 years of electrical engineering design experience. His responsibilities have covered all aspects of electrical design for education, healthcare, commercial, and military facilities. He is very familiar with the practices associated with high performance sustainable design as described by the USGBC.

Project Team

Ramona Fry, RLA, ASLA, LEED AP BD+C

Principal | **ELEMENT DESIGN**

Role: Site/Civil Engineering Project Manager

Ramona oversees design and planning for the entire project public facilitation, and production of construction documents. Ramona is a registered landscape architect with over 22 years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents, and contract administration.

Billie Motsch, RLA

Partner | **ELEMENT DESIGN**

Role: Landscape Architect

Billie is a licensed Landscape Architect with 18 years of experience in planning, landscape design, and development of construction documents. She excels in client service and managing projects through the design and construction process. Billie is a go-to professional to assist with LEED documentation and has provided the documentation work for many LEED-certified projects.

Derek Motsch, PE

Senior Engineer | **ELEMENT DESIGN**

Role: Civil Engineer

Derek is a registered Professional Engineer with over 19 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He specializes in water and wastewater treatment and distribution and civil site utility design. Derek is very skilled at the production of construction documentation and technical details which, along with his field experience, makes him valuable during Construction Administration. He has extensive experience designing distribution systems for public utilities, community centers, and other public entities.

John Tilleman, CEP

Director, Cost Management | **THE CONCORD GROUP**

Role: Cost Estimator

John is involved in the preparation of all stages of cost estimates from conceptual design through construction documents and change-orders for various institutions, architects/engineers and private clients. He has been involved in a wide variety of projects for the firm's K-12, higher education, governmental and institutional clients. The value of these projects exceeds $3 Billion annually.

Maurizio Magalli

Director, MEP Cost Estimating | **THE CONCORD GROUP**

Role: MEP Cost Estimating

Maurizio directs the Mechanical and Electrical functions of the firm. In addition to his "hands on" cost estimating for the electrical systems, he is also responsible for the scheduling, quality control, coordination and client relations for all MEP cost estimates. He has collaborated with the Project Management team on several projects supervising the preparation of Mechanical, Electrical and Plumbing cost estimates at all design levels including the evaluation of construction change-orders and associated costs.

Project Experience



Westlake Senior & Community Services Center

Westlake, OH

28,000 SF

Completed 2021

$9,500,000

Lifespan Design Studio worked closely with the City of Westlake throughout planning, site evaluation, and design for a new (replacement) center to accommodate a growing slate of programs and services for seniors and youth. The state-of-the art facility incorporates a multi-purpose assembly hall, auditorium, exercise studio, equipped fitness studio with pneumatic equipment, classroom, art studio, conference rooms, production kitchen, food pantry, lobby café and staff/direct service offices. The new facility shares its site in a municipal park with the adjacent multi-generational Westlake Recreation Center.

"Doug and Ellen Gallow clearly understand the specific needs, functions, and age-friendly considerations of senior center design. They asked excellent questions to guide the process of designing and building a center that will be state-of-the-art, pleasing, and most of all functional for all end-users (patrons, volunteers, staff)."

- Lydia Gladd,
Community Services Director
Westlake Senior & Community Services Center



The Center at Belvedere
New Construction

Charlottesville, VA

48,000 SF

Completed 2020

$18,000,000

An organization long recognized for innovation in the senior center industry set a new standard for excellence in accommodating programs, services, and social connection for adults of all ages and abilities with its new 48,000 square foot Center at Belvedere. The Center features a performing arts auditorium, fitness wing, lifelong learning center, art studio, game room, volunteer center, and travel center. The spacious central atrium incorporates lounges on both levels, an art gallery, and welcomes the community with Greenberry's Coffee Company, a popular Charlottesville-based eatery. A Primary Care Clinic rounds out the Center's commitment to supporting healthy, active lifestyles across the lifespan.

LDS provided consultation throughout all stages of planning and design, and guided the effort to live up to the Center's uncompromising commitment to universal design. This project received the American Institute of Architect's prestigious Design for Aging Review Award of Merit in 2021.

Project Experience



LFUCG Senior Center

Life Lane

Lexington, KY

EOP + CHAMPLIN ARCHITECTURE

lifespan design studio Quality of Life Architecture

33,000 SF

Completed 2016

$13,000,000

At 33,000 square feet, the facility is nearly twice as large as the former. Seniors enjoy planned programs including art activities, educational classes, recreational (dance and exercise) classes, a game area, cafés, and library.

The center is designed to accommodate senior lifestyles including short corridors between program spaces (long corridors can be intimidating to those with limited mobility). A viewing area and open windows above the auditorium space allows seniors to observe activities happening elsewhere while offering a quiet spot for conversation.

The exercise room has top-of-the-line equipment including a changing area with shower, and is a short distance from the billiards area. The art room is stocked with paints and chalks, and the kitchen allows cooking demonstrations and dining. Music, dancing, cards, billiards, and reading are also offered.

The center space is sprinkled with numerous small spaces and conference rooms. Outdoor, there is a gated veranda with seating areas. The center overlooks an established park which was also improved with pickle ball courts and baseball fields.

Lifespan Design Studio provided pre-design services in early planning for this facility, including development of the architectural program that became the basis of design. EOP+Champlin later designed the project.



Lexington Public Library

Marksbury Family Foundation Branch

Lexington, KY

EOP + CHAMPLIN ARCHITECTURE

30,000 SF

Est. 2023

$11,500,000

The new branch replacing the Village Branch will significantly increase the activities and community engagement opportunities hosted at the facility. The first floor houses a spacious community meeting room suitable for large presentations, job fairs, or fundraisers. There's also a versatile multipurpose room equipped for after-school student learning and homework help, along with a hands-on Makerspace. Upstairs, the library retains traditional elements with stack areas and reading rooms for children, teens, and adults. It also includes smaller, reservable study rooms for group or individual study.

The entire library will center on the Marketplace, a large double-height, multi-functional, open space that runs the length of the building. This space can be used to host larger community gatherings, presentations, watch parties, gaming tournaments, art fairs, and numerous other activities.

Taking advantage of the steeply sloped site, an external amphitheater provides additional space for community events. This innovative redesign positions the library as a dynamic community hub.

EOP+Champlin partnered with national design partner Group 4 Architecture to design the Marksbury Family Foundation Branch.

Project Experience



Central Bank Center / Rupp Arena

Renovation & Expansion

Lexington, KY

EOP + CHAMPLIN ARCHITECTURE

824,000 SF

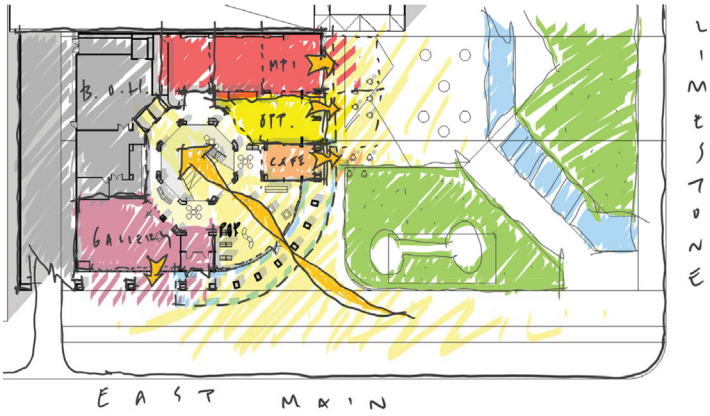
Completed 2023

$265,000,000

The design team of EOP+Champlin, NBBJ, and Don Grinberg, FAIA, came together to expand and renovate Rupp Arena and the Central Bank Center (Lexington's Convention Center). The project features a complete re-alignment of its relationship and interaction with the downtown Lexington core and is a catalyst for urban renewal in the downtown area. The introduction and emphasis of transparency allows patrons to experience the City from inside the facility while allowing those passing by to experience the energy and activities occurring inside.

The expansion and renovation to the convention center more than doubled exhibit hall space to 100,000 square feet, added a new 25,000 square feet ballroom, and 26,756 square feet of meeting space. In addition, the project included a cast-in-place concrete parking structure accommodating over 500 vehicles as well as loading docks for events.

The Rupp Arena portion of the project focused on "freeing Rupp" and allowing the iconic arena the be clearly identified from the exterior. Other related work included expanding concourses, redesigning concessions and food services areas, revitalizing the bowl with chair-back seats, a new hospitality level with premium suites, a new center-hung scoreboard, and a host of other amenities to preserve the authenticity of the original Rupp Arena while providing a fresh experience.



Lexington Public Library

Masterplan

Lexington, KY

EOP + CHAMPLIN ARCHITECTURE

30 Year Masterplan

Completed 2019

$11,500,000

EOP+Champlin and Group 4 partnered to craft a long-range masterplan for Lexington Public Library. Collaborative in structure and comprehensive in scope, the masterplan not only investigated facility needs, but the service models and technology that will carry the library for the next 30 years.

The team engaged a Staff Advisory Council to gain boots-on-the-ground knowledge of current operations and build solutions that are specific to each branch and the communities it serves. At a broader level, the purpose-built Community Advisory Committee convenes to clarify and evolve the library's role in the community, relying on a diverse cast of government, non-profit, and business leaders. The thorough fact-finding and data-driven analysis builds an empirical base from which to craft a plan.

The masterplan used an "inside/outside/online" framework to help the library focus on delivering the right services in the right format to the right audience. Technology, ever more a present factor in every library service and program, is the binding structure that ensures the library stays relevant, proactive, and accessible. These data-driven methods were put to the test through community open houses in each branch, to reach out to the community directly, to confirm the initial analysis, and gather specific input from the people who matter the most: the patrons.

Recommendations followed with ideas for a flagship Central Library, new branch opportunities to serve growing or underserved populations, and Alternative Service Delivery technologies to help the library expand its reach without expanding its operational footprint and costs.

Project Experience



Southland Christian Church
Adaptive Reuse & Addition

Lexington, KY

EOP + CHAMPLIN ARCHITECTURE

189,000 SF

Completed 2014

$21,318,000

A vacant shopping mall is the new home for the church which requested a contemporary, iconic design that is welcoming, inspirational, and transformational. The 140,000 square foot space that formerly housed Dillard's department store has been renovated into educational spaces. Adjacent to this, a 49,000 square foot addition houses a 2,800-seat worship center. In addition to the building renovation and addition, the project includes the redevelopment of the 30-acre campus. The plan includes a plaza and parking for 1,800 vehicles. The project was awarded an AIA Citation Award.



Paris-Bourbon County Public Library
Renovation & Addition

Paris, KY

EOP + CHAMPLIN ARCHITECTURE

20,000 SF

Completed 2016

$4,950,000

This small-town library was long on history but short on space. EOP restored this 1904 Carnegie Library to its former glory, removing incongruous additions and alterations while adding a complementary expansion to suit the library's evolving role.

The project brings natural light into the historic building, and creates a flexible and unified space for increased library programming. The addition embodies the agrarian heart of Bourbon County using reclaimed wood, hand-crafted metalwork, and natural limestone hewn from the site.

The project uses locally relevant materials and a conscious informality to create a space that is accessible and resonant for all Bourbon County residents, urban and rural alike. It mixes large gathering spaces with small niches and gardens to provide unique choices for each visitor.

The building and landscapes endeavor to be a good neighbor in a walkable community, offering broad pedestrian access and an open, inviting face to the street. Pocket gardens and bioswales reduce the stress on local stormwater systems and provide habitats for local flora and fauna. Finally, the building writes a new chapter in the rich architectural history of Paris, preserving the Carnegie library and complementing it with an addition that is specifically of its time and consciously of its place.

Project Experience



Madi's House

Renovation & Addition

Cincinnati, OH

EOP + CHAMPLIN ARCHITECTURE

16,000 SF

Concept Completed 2021

N/A

Madi's House is a not-for-profit with a mission to provide social engagement and services for young adults struggling with addiction or mental illness. The organization has been located in a storefront that is not large enough to serve the growing need in our community. EOP+Champlin jumped in to assist in programming and planning for renovation of the building to create a dynamic facility with rooms sized to accommodate the desired programmatic functions.

The 7,000 square foot house dates back to the early 20th century and sits on several acres surrounding a small pond. This serene setting became a focal point for the development of a diagram for the renovation and addition. Programmatic functions larger than can be accommodated within the original building footprint are tiered and angled to address the view of the landscape. These spaces include a large meeting room to accommodate up to 80 people, a café, and a gym with a half basketball court.

The addition to the house connects at the basement and first floor levels and also includes arts and crafts rooms, a games room, a music room, and unprogrammed lounge spaces. The roof of the shortest volume becomes an elevated terrace for outdoor programming. In fact, outdoor space for meetings, socializing and activities is accessible from each floor of the house. Administration offices as well as mental health treatment/ consultation rooms are located on the second floor away from the main activities in order to enhance privacy.



Bayley North

New Construction

Green Township, OH

EOP + CHAMPLIN ARCHITECTURE

139,000 SF

Est. 2024

$40,000,000

Strong demand for senior housing on Cincinnati's west side prompted Bayley to envision a new Independent Living community in Green Township—across from EOP+Champlin's award-winning Mercy West Hospital campus. EOP+Champlin designed Bayley's original Bayley Place Independent Living community, located adjacent to the landmark Sisters of Charity Motherhouse in Delhi Township and focused around EOP+Champlin's highly regarded Wellness Center.

Currently in design, Bayley desired senior apartments in several sizes, along with congregate living and dining spaces and amenities—all under one roof. Efficient basement garage parking for each resident influenced building layout. Apartment layouts and features were thoroughly-vetted with focus groups, in order to optimize space and marketability. The ability to offer food service to residents—and their family, friends, and guests—spurred extensive discussion, resulting in implementation of new dining and Grab-n-Go concepts in this age of COVID.

The aggregated property parcel required rezoning, resulting in complex neighbor, township, and county negotiations regarding development location and configuration, access, buffering, and exterior materials and roof design—led by EOP+Champlin. Bayley wanted a community that looked different from nearby competitors' facilities, which are typically institutionally traditional in character. EOP+Champlin responded with timeless design that feels upscale residential in expression. Simplifying the building volumetrically allowed budget allocation for better-quality exterior materials that are also, importantly, maintenance-free.

Related Project Experience



Fayette County Courthouse Rehabilitation Plan, Lexington, KY



Shelbyville Conference and Welcome Center, Shelbyville, KY



HealthFirst Bluegrass East End Family Clinic, Lexington, KY



HealthFirst Bluegrass Southland Family Clinic, Lexington, KY



MSU Rocky Adkins Dining Commons, Morehead, KY



UK Lee T. Todd, Jr. College of Pharmacy Building, Lexington, KY



FCPS Career and Technical Education School, Lexington, KY



Triangle Park, Lexington, KY

Conflict of Interest Statement

EOP+Champlin and its consultants have no conflicts of interest in providing professional services on this project.

OSHA Compliant Methods

This team recognizes the responsibility that the design consultant plays a vital role in ensuring the project compliance with OHSA regulations. EOP+Champlin, and our consultants, are familiar with OSHA occupational health and safety regulations and comply with such as part of our design practice, including the use of specific measures and safety devices to prevent or reduce exposure to job site hazards. During the long history 50+ years of service by the combined EOP+Champlin firm, it can proudly be proclaimed that the firm has never been sided for any violation of any OSHA regulation or standard.

Workload

Chris Estes, Principal-in-Charge

Project Name	Status
Finance Administration Cabinet Renovation	Construction
Frankfort Country Club Renovation Phase I	Bidding
Frankfort Country Club Renovation Phase II	Design
Capitol Annex Temporary Chambers	Design

Richard Polk, Project Architect

Project Name	Status
Horse Soldier Farms	Design
BCTC Renovate Newtown Campus North Campus	Construction
FCPS Career and Technical Education School	Construction

Geoff Meehan, Project Manager

Project Name	Status
Capitol Annex Temporary Chambers	Design
Capitol Annex Print Shop Relocation	Construction
Baptist Health Jeffersonville Primary Care	Design
Baptist Health LaGrange Behavioral Health Unit	Construction

References

Sally Hamilton, Chief Administrative Officer
Lexington-Fayette Urban County Government
shamilton2@lexingtonky.gov
(859) 258-3133

LFUCG Building Envelope Assessment and Renovation
Lexington, KY
Completed Phase A, March 2021
Project Budget Phase A $700,000

Jennifer Linton, Sodexo; former Executive Director
Finance & Administration Cabinet
Commonwealth of Kentucky
jennifer.linton@sodexo.com
(502) 229-9469

Mayo-Underwood State Office Building
Frankfort, KY
Completed September 2018
Construction Budget $80,000,000

Craig Turner, CEO
Red Draw Development Company
craig@reddrawdev.com
(859) 494-5298

KSU Thoroughbred Residence Hall
Frankfort, KY
Completed August 2023
Project Budget $37,656,000

02
Work Plan

02 Work Plan

EOP+Champlin has completed many space planning and new construction projects over its 43-year history. EOP+Champlin understands the process and the specific tasks necessary to gather and document information, analyze it, and make recommendations based on findings. **The information gathered at our initial planning meetings will become the foundation upon which important design decisions are made.**

Collaboration is Key

The process will rely on open communication between all consultants and the owner and stewards of the property, LFUCG, to ensure all goals are made explicit and are adequately addressed. This process will depend on a series of drafts and reviews. As indicated in the schedule description below, adequate time for presentations and feedback work sessions are included to ensure that all parties are involved and that all voices have been heard and included in the final documents.

Deliverables Checklist

The EOP+Champlin team will provide at a minimum those items listed in the RFP as required for construction as well for the making of recommendations and cost estimating. As defined in the RFP, the work will be provided as follows:

Design and Construction Administration Phases

In conjunction with the tasks as defined below for the Design and Construction Administration phases, EOP+Champlin and our consultant team will participate in Council Presentations and work sessions as necessary.

EOP+Champlin and its consultants are committed to adherence to the schedule as defined in the RFP, and foresee no circumstances, based on current understanding and information, under which a deviation from the schedule would be necessary.

EOP+Champlin and consultant team will attend and conduct review meetings and presentations at the end of each design phase listed below.

EOP+Champlin and its consultants will proactively engage in value engineering recommendations and analyses as necessary at each design phase.

STAGE 1: DESIGN STAGE

Phase 1: Schematic Design Phase

Based upon input gathered from stakeholders identified by LFUCG, EOP+Champlin will guide the review and finalization of the Program of Spaces and provide the required Schematic Design documents, including:

- Cover Sheet
- Architectural Floor Plans
- Roof Plan
- Interior Elevations as necessary to explain design
- Preliminary selections of major building systems

Upon completion of the Schematic Design documents, EOP+Champlin and its consultants will present the documents at an Owner Review Meeting for feedback and direction.

Phase 2: Design Development Phase

Upon incorporation of feedback from the SD phase, our team will then proceed to the Design Development documents process. The DD set will finalize the design intent and will document all understanding from the Owner Review Meetings. The DD documentation will include:

- Cover Sheet
- Architectural Floor Plans
- Roof Plan
- Interior Elevations/Sections
- Specific building systems – MEP drawings as defined in the RFP
- Typical Construction Details as necessary to explain design
- Design Development outline specifications including materials, equipment, fixtures data sheets and other studies, calculations/ evaluations as appropriate
- Design Development Probable Cost Estimate to ensure alignment with the project budget
- 3D Black and White Images

Phase 3: Construction Document Phase

Upon incorporation of feedback from the DD phase, our team will then proceed to the Construction Documents phase. The construction documents will illustrate and describe the further development of the approved Design Development documents and will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents will be sufficient for obtaining final construction pricing, and detailed enough to minimize potential future change orders. The CD documentation will include:

- Cover Sheet
- Architectural Floor Plans
- Roof Plan
- Interior Elevations
- Construction Details
- Structural Plans and details as necessary
- MEP Plans, Details and Schedules
- Design Development outline specifications including materials, equipment, fixtures data sheets and other studies, calculations/ evaluations as appropriate
- 3D Color Interior Elevations (3)

All projects performed by EOP+Champlin and its consultants utilize Revit for 3D modeling to assure that construction documents are well coordinated between disciplines throughout the entire project. To the Owner, this means less questions in the field and therefore less change orders. EOP has gained a reputation for its quality control and attention to detail that is unsurpassed in the industry.

- 100% Construction Document full-size drawings in 24"x36" (or 30"x42") bound format, and will include a cover sheet and all necessary

structural, architectural, and MEP drawings as necessary to completely describe and detail the project. (two copies)
- One digital drawing set
- 100% Construction Document specifications bound into a Project Manual on letter-size sheets, double-sided.
- Construction Documents Cost Estimate, which will be prepared by a certified third-party estimator, to ensure alignment with any existing project budget and timeline. If applicable, prevailing wage rates will be paid for the construction of this project. EOP+Champlin and its consultants will be responsible for obtaining the current information from the Kentucky Labor Cabinet and will incorporate them into the cost estimate as required.
- One additional set of ready-to-advertise drawings will be submitted unbound on 24"x36" (or 30"x42") paper.
- One additional set of ready-to-advertise unbound specification masters on 8 ½"x11" on one-sided paper will be provided.
- Upon submission of the Construction Document set, EOP+Champlin will present the set for review at an Owner Review Meeting.
- Once all comments have been incorporated and the set has been approved, EOP+Champlin will follow the Plan Review process in Building Inspections to obtain any required building permits, and will incorporate any review comments from that body into a "ready-to-advertise" corrected Construction Document set of drawings and specifications.

Phase 4: Bidding Assistance
EOP+Champlin will assist the Owner in Bid Documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required, and establish a list of prospective contractors. Following the Owner's approval of the Construction Documents, EOP will assist the Owner in:
- Obtaining either competitive bids or negotiated proposals
- Confirming responsiveness of bids or proposals
- Facilitating pre-bid and pre-construction meetings
- Responding to questions and supplying additional information as required via the addendum process
- Processing substitution requests
- Making recommendation regarding the successful bid on company letterhead

STAGE 2: CONSTRUCTION ADMINISTRATION

Phase 1: Construction Administration
EOP+Champlin will act in the capacity of an agent of the Owner by leading and producing minutes for construction progress meetings and pre-installation conferences, producing field observation reports, reviewing submittals, responding to Requests for Information, producing Supplemental Instructions and/or Proposals for Change Request documents, reviewing pay applications in comparison to work in place, and overseeing construction for quality and to ensure conformity to Construction Drawings, specifications, and standards.

EOP+Champlin will ensure that all construction work is complete, by performing the following steps:
- Ensuring that all items are completed in accordance with plans, specifications, and applicable codes
- Conduct a punch list walk through with the appropriate LFUCG representative to create a formal punch list
- Coordinate closure of RFIs and change orders, completion of as-builts, transmission of warranties, approved operations & maintenance manuals (O&Ms), extra stock, special tools, and spare parts to be provided per the specifications and other division 1 general requirements. This information will be compiled per the project close-out requirements.

Project Closeout Deliverables will be provided as listed below:
- A completed project that complies with building design, standards, specifications, strategies, concepts, efficiencies, and requirements outlined in all design phases above
- Coordination of training for the Owner of all the major building systems and equipment that are part of the project
- Review and distribute the O&M manuals for all major building systems and equipment
- Prepare accurate record drawings that reflect project improvements "as-built" in the field
- Provide an electronic version (AutoCAD, PDF, etc) of all project documents including but not limited to construction plans and specifications at the conclusion of the project

Phase 2: One Year Warranty Period – Coordination Assistance
EOP+Champlin will coordinate warranty items and coordinate an 11th month walk-through with the Owner and Contractor.

Budget

It is understood that the first phase of the project will be for the consultant team to aid in establishing the overall project budget. This process begins with an extensive program review and finalization process. Once the needs, goals, and priorities are established through the programming process, the project team will continue through concept development. Continuous defining/checking of anticipated probable cost will run parallel. At the completion of the first phase, the budget will have been set and agreed to by all parties. The EOP+Champlin team will work to stay within the defined construction budget to meet the financial goals and obligations for LFUCG.

Schedule

The EOP+Champlin team can meet the overall comprehensive schedule provided as Attachment C in the RFP. From our understanding of the scope, the effort is well within our workload capabilities and availability –a benefit of selecting one of the largest architectural design firms in the region with the expanded resources of six offices and 140+ employees.

From our understanding of the project requirements, we are confident the project could be addressed within the overall comprehensive schedule. With that said, there are certain areas of the defined project schedule that would be challenging to meet with necessary thoughtfulness. The main area of concern is Schematic Design having targeted 49 days for completion. This phase sets the project foundation and guiding principles shaping the entire project process through construction completion. This important phase will need to include program confirmation with input from external stakeholders, concept development and building massing studies, client review and input, cost study completion, and final deliverable development. This phase will also be challenged by taking place during the holidays which presents scheduling challenges for critical collaboration and the review process.

The EOP+Champlin team is sought after for those projects that have unique complex tasks such as this schedule. Our team has provided professional guidance for many impactful projects across the Commonwealth. We would be more than happy to successfully apply those skills to this project.

03
Form of Proposal (Fees)

ATTACHMENT A
FORM OF PROPOSAL

Design Services for the New Senior & Therapeutic Center
Request for Proposal #40-2023
Form of Proposal

Consultant: EOP+Champlin
Address: 201 W. Short Street, #700
Lexington, KY 40507

1. General:

a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.

b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.

c. The undersigned agrees that this proposal constitutes a firm offer to LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by LFUCG and a third party, whichever occurs earlier.

d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.

b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).

c. Narrative on how customer satisfaction is tracked.

d. Copies of written continuing education/professional training program and quality control/quality assurance program.

e. Provide the current number of employees and employee types.

f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.

g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

h. Summary of firm's recent (5 year) experience in similar/representative projects including

i. Physical project size
ii. Estimated and Actual Cost of the resulting construction and/or renovation work
iii. Identification of any involved sub-consultants and/or joint-venture partners

i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.

j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.

k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.

l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.

3. Proposal Format: Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
ii. A title page
iii. A table of contents and/or index; or blank tab pages

4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

5. Work Plan: Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:

a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.

b. A specific budget and schedule **(**See Project Schedule **Attachment C)** to complete services described herein.

c. An explanation of the communication/documentation and collaboration plan.

d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.

e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.

6. Lump Sum Pricing:

a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

b. Provide Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)	**$ 778,626**
Schematic Design Phase:	$ 201,354
(percentage of total services)	21 %
Design Development Phase:	$ 199,444
(percentage of total services)	21 %
Construction Documents Phase:	$ 335,335
(percentage of total services)	35 %
Bid Phase:	$ 42,494
(percentage of total services)	4 %
Construction Administration Stage –	$ 173,123
(percentage of total services)	18 %
Total Architectural/ Engineering Services	**$ 951,750**

Note: Construction is currently unfunded. The Consultant Services Agreement will be amended at the time of construction funding to include Bidding Phase & Construction Administration.

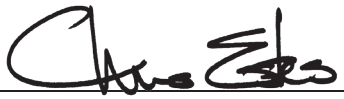
7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level	Hourly Rate
Principal	210 $/HR
Project Manager	168 $/HR
Registered Architect	158 $/HR
Graduate Architect	147 $/HR
Clerical	95 $/HR
Sr. Interior Designer	163 $/HR
Interior Designer	142 $/HR
Graphic Designer	84 $/HR

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in

advance through the Change Order process to the contract.

	**Chris Estes, LEED AP, NCIDQ**
Signature	**Name**
Project Principal	October 12, 2023
Title	**Date**

The EOP+Champlin team has provided out fee proposal as requested. During the pre-proposal meeting, this team shared our concerns for the probability that there will be many discrepancies between the fee proposal responses due to differing interpretations of scope requirements presented in the RFP. For the purpose of transparency and clarification, we offer the following parameters that have shaped our fee proposal:

1. The fee is based on the understanding that the facility will be approximately 24,500 gross square feet with an anticipated $350 per square foot construction cost.
2. In addition to the building cost, the site cost would be an estimated minimum amount of $1,600,000.
3. The fee began with a basic services fee within industry standards for this project cost and then applied cost associated with additional services beyond basic services. Those include:
   - Program development and confirmation
   - Audio/visual/IT/Security/Low-voltage development
   - Furniture, fixture, and equipment package (1.5% on construction cost)
   - Interior design for signage beyond building code requirements

04
Required Forms

AMERICAN RESCUE PLAN ACT

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

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

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

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

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

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

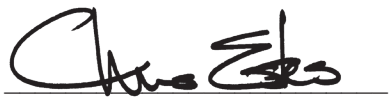
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

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

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

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

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



Signature

October 12, 2023

Date

AFFIRMATIVE ACTION PLAN

EOP Architects, PSC will take the following Equal Employment Opportunity/Affirmative Action measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.

2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained.

3. All employees will be advised at the time of employment that EOP Architects, PSC is an equal opportunity/affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.

4. The company will cooperate with and support apprenticeship-training programs based on affirmative action.

5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer (EOE)." Said clause will be printed on all correspondence and notices relating to employment.

6. A company policy statement outlining EOP Architects' commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our facility.

7. The company has appointed Richard J. Polk, Jr. to serve as the equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.

8. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:

    A. Implementing all phases of the affirmative action plan;

    B. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;

    C. Conducting periodic audits of employment practices to ensure non-discrimination;

    D. Semi-annual or more frequent instruction of all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities;

    E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;

EOP architecture | interiors + CHAMPLIN ARCHITECTURE

AFFIRMATIVE ACTION PLAN

F. Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels;

G. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;

H. Maintaining all facilities and activities on a non-discriminatory basis;

I. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and

J. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:

1. The minority population of the labor area surrounding the facility;
2. The size of the minority unemployment forces in the area surrounding the facility;
3. The percentage of the minority workforce as compared with the total workforce in the area;
4. The availability of minorities having requisite skills in the immediate labor area;
5. The availability of minorities having requisite skills in the reasonable recruitment area;
6. The availability of promotable and transferable minority employees in the company;
7. The existence of institutions capable of training persons in the requisite skills; and
8. The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.

Signature of Company Official

Principal-in-Charge
Title

October 12, 2023
Date

AFFIDAVIT

Comes the Affiant, Tracey A. Meyers, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chris Estes, LEED AP, NCIDQ and he/she is the individual submitting the proposal or is the authorized representative of EOP+Champlin, 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 Procurement 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.

Tracey A. Meyers

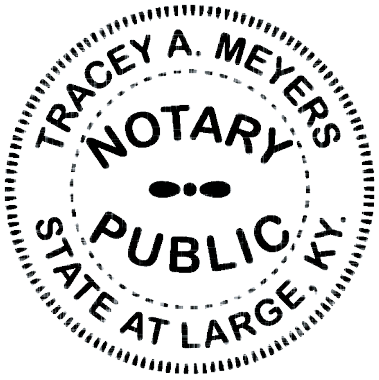
STATE OF **Kentucky**

COUNTY OF **Fayette**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Chris Estes, LEED AP, NCIDQ** on this the **12th** day of **October**, 20**23**.

My Commission expires: **June 6, 2025**

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.

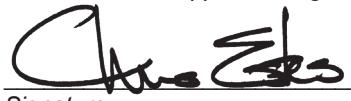
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

Bidders

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



Signature

EOP+Champlin

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: EOP+Champlin

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	89	43	33	2	1					3	1			4	2		
Superintendents																	
Supervisors																	
Foremen																	
Technicians	24	12	5	1		1	1			1	2			1			
Protective																	
Para-																	
Office/Clerical	14	4	10														
Skilled Craft																	
Service/Maintena																	
Total:	127	59	48	3	1	1	1			4	3			5	2		

Prepared by: Chris Estes, LEED AP, NCIDQ | Principal **Date:** 10 / 12 / 2023

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: **EOP+Champlin**

Complete Address: **201 West Short Street, #700** (Street) **Lexington** (City) **40507** (Zip)

Contact Name: **Chris Estes, LEED AP, NCIDQ** Title: **Managing Principal**

Telephone Number: **(859) 231-7538** Fax Number: **(859) 255-4380**

Email address: **cestes@eopa.com**

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_40-2023_____

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. **Element Design 366 S Broadway, Lexington, KY 40508**	**WBE**	**Site/Civil**	**$115,000.00**	**12.08%**
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.

EOP+Champlin
Company

Chris Estes, LEED AP, NCIDQ
Company Representative

October 12, 2023
Date

Principal-in-Charge
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # **40-2023**

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. **N/A**					
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.

EOP+Champlin
Company

Chris Estes, LEED AP, NCIDQ
Company Representative

October 12, 2023
Date

Principal-in-Charge
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #40-2023

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 **Element Design**	Contact Person **Ramona Fry**
Address/Phone/Email **366 S Broadway** **Lexington, KY 40508** **(859) 389-6533 | ramona@element-site.com**	Bid Package / Bid Date **New Senior & Therapeutic Center Design, 10/12/2023**

MWDBE Company Addres	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
366 S Broadway Lexington, KY 40508	Ramona Fry	(859) 389-6533 ramona@ element-site.com	10/12/2023	Site/Civil	Email	$115,000.00	Female	No

(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.

EOP+Champlin
Company

Chris Estes, LEED AP, NCIDQ
Company Representative

October 12, 2023
Date

Principal-in-Charge
Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # **40-2023**
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract # **New Senior & Therapeutic Center Design**	**Work Period/ From:** **To:**
Company Name: **EOP+Champlin**	**Address:** **201 W. Short Street, Ste 700, Lexington, KY 40507**
Federal Tax ID: **31-0945295**	**Contact Person:** **Chris Estes, LEED AP, NCIDQ**

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
Element Design 366 S Broadway Lexington, KY 40508 (859) 389-6533 ramona@element-site.com	Site/Civil	$115,000.00	12.08%	$86,250	See Following Page	Upon Notice to Proceed	Final Completion 10/30/2025

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.

EOP+Champlin
Company


Company Representative

October 12, 2023
Date

Principal-in-Charge
Title

366 South Broadway
Lexington, KY 40508
(859) 389-6533

element design

1018 East Jefferson Street
Louisville, KY 40206
(502) 489-4221

Chris Estes
EOP Architects
201 West Short Street,
Lexington, KY 40507

Re: LFUCG Senior & Therapeutic Center Fee

Element Design will perform site design and civil engineering for the LFUCG Senior & Therapeutic Center project. Please find our fee breakout below:

SD	$23,000 / 20%
DD	$17,250 / 15%
CD/Permitting	$40,250 / 35%
Bidding	$5,750 / 5%
CA	$28,750 / 25%
Total Fee	**$115,000**

Sincerely,

Ramona Fry, RLA, ASLA, LEED AP BD+C
Principal, Senior Partner
ramona@element-site.com

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_40-2023_____

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 Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EOP+Champlin	**Chris Estes, LEED AP, NCIDQ**
Company	**Company Representative**
October 12, 2023	**Principal-in-Charge**
Date	**Title**

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda 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, safely 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

October 12, 2023

Date

ATTACHMENT B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of **October 12, 2023**, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **EOP+Champlin** (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents of the **New Senior & Therapeutic Center** as contemplated in the **OWNER**'s Request for Proposal No. 40-2023. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #40-2023.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 40-2023. (**Exhibit "A"**), and Consultant's Response dated **10/12/2023** (**Exhibit "B"**).To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 40-2023. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

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SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	**$ 201,354**
Schematic Design Phase:	$ 38,046
(percentage of total services)	21 %
Design Development Phase:	$ 199,444
(percentage of total services)	21 %
Construction Documents Phase:	$ 335,335
(percentage of total services)	35 %
Bid Phase:	$ 42,494
(percentage of total services)	4 %
Construction Administration Stage	**$ 173,123**
(percentage of total services)	18 %
Total Architectural/ Engineering Services	**$ 951,750**

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	210 $/HR
Project Architect	158 $/HR
Project Manager	168 $/HR
Project Associate	147 $/HR
Sr. Interior Designer	163 $/HR
Interior Designer	142 $/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 20 %

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT**

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

The **CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:	**CONSULTANT:**
_____	_____
_____	_____
_____	_____

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EOP + CHAMPLIN ARCHITECTURE

architecture | interiors

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE AGREEMENT WITH CHAMPLIN/HAUPT ARCHITECTS INC. DBA EOP ARCHITECTS, FOR PROFESSIONAL SERVICES FOR THE NEW SENIOR AND THERAPEUTIC CENTER, INCREASING THE AMOUNT BY $215,617.00, RAISING THE TOTAL CONTRACT AMOUNT FROM $736,133.00 TO $951,750.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. One (1), which is attached hereto and incorporated herein by reference, to the Agreement with Champlin/Haupt Architects Inc. DBA EOP Architects, for professional services for the new Senior and Therapeutic Center, increasing the total amount by $215,617.00, raising the total contract amount from $736,133.00 to $951,750.00.

Section 2 – That an amount, not to exceed the additional sum of $215,617.00, is hereby authorized for payment to Champlin/Haupt Architects Inc. DBA EOP Architects, from account # 1105-606102-71206-2023, pursuant to the terms of Change Order No. 1.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0659-24:GET:4887-6440-9289, v. 1

RESOLUTION NO. 337 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE AGREEMENT WITH CHAMPLIN/HAUPT ARCHITECTS INC. DBA EOP ARCHITECTS, FOR PROFESSIONAL SERVICES FOR THE NEW SENIOR AND THERAPEUTIC CENTER, INCREASING THE AMOUNT BY $215,617.00, RAISING THE TOTAL CONTRACT AMOUNT FROM $736,133.00 TO $951,750.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. One (1), which is attached hereto and incorporated herein by reference, to the Agreement with Champlin/Haupt Architects Inc. DBA EOP Architects, for professional services for the new Senior and Therapeutic Center, increasing the total amount by $215,617.00, raising the total contract amount from $736,133.00 to $951,750.00.

Section 2 – That an amount, not to exceed the additional sum of $215,617.00, is hereby authorized for payment to Champlin/Haupt Architects Inc. DBA EOP Architects, from account # 1105-606102-71206-2023, pursuant to the terms of Change Order No. 1.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0659-24:GET:4887-6440-9289, v. 1

Contract# #305-2023
Resolution #337-2024

387

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	June 14, 2024
	Contract Modification	1
	CONTRACT #:	305-2023

PROJECT: Consultant Services Agreement - New Senior & Therapeutic Center

TO: Champlin/Haupt Architects Inc. dba EOP Architects

Original Contract Amount	$736,133.00
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0%
Existing Contract Amount	$736,133.00
Net (increase/decrease) in Contract Amount - (From following pages)	$215,617.00
Percent Change of This Contract Modification	29%
Original Contract Amount	$736,133.00
Cumulative Amount of all Contract Modifications	$215,617.00
Percent Change of all Contract Modifications	29%
New Contract Amount Including this Change Order	$951,750.00

Recommended by _____ (Proj. Engr.) Date 6·14·24

Accepted by _____ (Consultant) Date 6/14/24

Accepted by N/A (Contractor) Date N/A

Approved by _____ (Director) Date 6-14-24

Approved by _____ (Commissioner) Date 6/14/24

Approved by Linda Gorton (Mayor or CAO) Date 7/2/2024

R-146-2025
Original R-605-2023
Contract #305-2023

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	April 2, 2025
	Contract Modification	2
	CONTRACT #:	305-2023

PROJECT: Consultant Services Agreement - New Senior & Therapeutic Center Design

TO: Champlin/Haupt Architects Inc dba EOP Architects

Original Contract Amount	$736,133.00
Cumulative Amount of Previous Contract Modifications	$215,617.00
Percent Change of Previous Contract Modifications	29%
Existing Contract Amount	$951,750.00
Net (increase/decrease) in Contract Amount - (From following pages)	$42,000.00
Percent Change of This Contract Modification	6%
Original Contract Amount	$736,133.00
Cumulative Amount of all Contract Modifications	$257,617.00
Percent Change of all Contract Modifications	35%
New Contract Amount Including this Change Order	$993,750.00

Recommended by _____ (Project Manager) Date 4/15/25

Accepted by _____ (Consultant) Date 4/15/25

Accepted by n/a (Contractor) Date _____

Approved by n/a (Director) Date _____

Approved by _____ (Commissioner) Date 4/15/25

Approved by Linda Gorton (Mayor or CAO) Date 4/24/25

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	April 2, 2025
	Contract Mod #:	2
	CONTRACT #:	305-2023

Project: Consultant Services Agreement - Amendment

TO: Champlin/Haupt Architects Inc dba EOP Architects

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Increase contract for professional services	LS	1	$ 215,617.00	$ -	$ 215,617.00
2	ADD	Increase contract for professional services	LS	1	$ 42,000.00	$ -	$ 42,000.00
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 257,617.00
Net (increase) in contract price							$ 257,617.00

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: April 15, 2025

SUBJECT: Request Council authorization to execute Change Order #2 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $42,000.00 increasing the contract amount from $951,750.00 to the $993,750.00.

Request:

To execute Change Order #2 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $42,000.00 increasing the contract amount from $951,750.00 to the $993,750.00

Purpose:

Due to the increased project scope associated with traffic mitigation, Champlin/Haupt Architects Inc dba EOP Architects incurred additional expenses in the amount of $42,000. The new contract amount, including this change order, will be $993,750.00.

Budgetary Implication:

Increase of $42,000.00 to the current contract

Are the funds budgeted?

Yes, budgeted in 1105-606102-6051-71206-2023-SENIOR_CTR_2023-DESIGN_CAP

File Number: 0318-25

Commissioner: Chris Ford

March 14, 2025

EOP File No. 8917

Lisa Grober, Project Manager
LFUCG

200 East Main Street
Lexington, KY 40507

Re: **ARCHITECT / ENGINEER ADDITIONAL SERVICES PROPOSAL**
Lexington STC, Lexington, KY

Lisa,

Champlin/EOP, and the rest of our design team, are proud to be a part of the Lexington STC project team, and we appreciate the opportunity to propose additional services as listed below.

1.0 PROJECT INFORMATION

Project Name:	Lexington STC
Project Location:	Lexington, Kentucky
Owner:	LFUCG
Owner Representative:	Lisa Grober, Project Manager LFUCG
Architect:	CHAMPLIN I EOP Architects, Lexington, KY

2.0 PROJECT UNDERSTANDING

2.1 CHAMPLIN I EOP's understanding of the proposed scope is as follows:

Provide design services to create a new entrance to the Shillito Park ARPA parking area, directly from Reynolds Road. The design, as previously discussed, will include signage options for review, a right-turn-only turn lane entering from Reynolds Road, a right-turn-only lane exiting onto Reynolds Road, and all necessary modifications to existing utilities to accommodate these changes.

2.2 Exclusions:

No special inspections are included in this proposal.

3.0 CONSULTANT TEAM

3.1 The Design Team makeup includes the following consultants, all of which have such experience:

- **CHAMPLIN I EOP Architects** – Planning, Architecture, Interior Design, Team Leadership
- **CMTA** – Mechanical, Electrical, Plumbing, AV
- **Element Design** – Landscape Architect, Civil Engineering

4.0 FEE CALCULATION

4.1 The following architect-engineer fees proposed are based upon known scope of work, unique project requirements and specialized expertise required for the services to be provided.

Type C Partial Services:	
Element Design proposal (see attached) =	$27,000.00
CMTA proposal (see attached) =	$10,000.00
Champlin/EOP Architects =	$5,000.00
Total Architect/Engineer Stipulated Fee	**$42,000.00**

201 W. Short Street • Suite 700 • Lexington, KY 40507 • 859.231.7538 • www.eopa.com

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File ID:		**Type:** Ordinance	**Status:** Approved
Version:	1	**Contract #:**	**In Control:** Urban County Council
			File Created: 06/14/2024
File Name:	Pay Increases and Salary Structure Movement - 24-0048		**Final Action:** 07/02/2024

Title: An Ordinance amending the compensation system salary schedules to provide a one and one-half percent (1.5%) structure movement, applicable to all full-time and part-time positions in the Unified Pay Plan, to the position of Council Administrator, and to two (2) positions of Police and Fire Pension Benefits Specialist; providing that all full-time and part-time employees included in the Unified Pay Plan shall receive a three percent (3.0%) pay increase for FY2025; providing that the Council Administrator and two (2) positions of Police and Fire Pension Benefits Specialist shall receive a three percent (3%) pay increase for FY2025; providing that Sections 21-29(b) and 22-26(b) notwithstanding, all employees at or above the maximum of the grade salary range shall receive a three percent (3.0%) pay increase for FY2025; amending Section 23-28(a) to increase the existing step structure for the positions of Police Chief, Grade 324E, and Fire Chief, Grade 324E, by three percent (3.0%) and adjusting salaries accordingly; and increasing the salary by three percent (3.0%) for three (3) positions of Law Clerk - P\T within the Dept. of Law and one (1) position of Park Patrol Coordinator - P/T within the Div. of Parks and Recreation, all effective July 1, 2024. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	Bluesheet Memo 24-0048, FY2025 Salary Schedule, ORD 660-24 FY25 3% pay increase for full-time and part-time employees in the unified pay plan 1.5% structure movement 4873-7722-7466 v.1.docx, O-070-2024	**Enactment Number:**	O-070-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024	Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024	
1	Urban County Council	07/02/2024	Approved			Pass

Text of Legislative File

Title

An Ordinance amending the compensation system salary schedules to provide a one and one-half percent (1.5%) structure movement, applicable to all full-time and part-time positions in the Unified Pay Plan, to the position of Council Administrator, and to two (2) positions of Police and Fire Pension Benefits Specialist; providing that all full-time and part-time employees included in the Unified Pay Plan shall receive a three percent (3.0%) pay increase for FY2025; providing that the Council Administrator and two (2) positions of Police and Fire Pension Benefits Specialist shall receive a three percent (3%) pay increase for FY2025; providing that Sections 21-29(b) and 22-26(b) notwithstanding, all employees at or above the maximum of the grade salary range shall receive a three percent (3.0%) pay increase for FY2025; amending Section 23-28(a) to increase the existing step structure for the positions of Police Chief, Grade 324E, and Fire Chief, Grade 324E, by three percent (3.0%) and adjusting salaries accordingly; and increasing the salary by three percent (3.0%) for three (3) positions of Law Clerk - P\T within the Dept. of Law and one (1) position of Park Patrol Coordinator - P/T within the Div. of Parks and Recreation, all effective July 1, 2024. [Council Office, Hall]

Summary

Authorization to increase the salaries of all eligible classified and unclassified employees included in the unified pay plan (including employees who would otherwise be ineligible due to grade max restriction) by 3%. This action also amends the unified pay plan's salary schedules by adjusting the schedules by 1.5% and amends Section 23-28 of the Code of Ordinances by increasing the existing step structure of Police Chief and Fire Chief by 3.0% and adjusting the incumbents' salaries accordingly. Finally, this action increases salaries of the following positions by 3.0%: Council Administrator (1), Law Clerk P/T (3), Park Patrol Coordinator P/T (1), Police and Fire Pension Benefits Specialist. All actions are effective July 1, 2024. All funding for the increase is included in the FY 2025 Budget. (L0660-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law:

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: June 12, 2024

RE: **Pay Increases and Salary Structure Movement – Division of Human Resources**

Request:
The attached action increases the salaries of all eligible classified and unclassified employees included in the unified pay plan (including employees who would otherwise be ineligible due to grade max restriction) by 3%. This action also amends the unified pay plan's salary schedules by adjusting the schedules by 1.5% and amends section 23-28 of the Code of Ordinances by increasing the existing step structure of Police Chief and Fire Chief by 3.0% and adjusting the incumbents' salaries accordingly. Finally, this action increases salaries of the following positions by 3.0%: Council Administrator (1), Law Clerk P/T (3), Park Patrol Coordinator P/T (1), Police and Fire Pension Benefits Specialist. All actions are effective July 1, 2024.

Why are you requesting:
All funding for the increase is included in the FY 2025 proposed budget.

File Number: 0660-24

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton (859) 258-3037.

FY2025 Grade	Minimum	Midpoint	Maximum	
501	$33,269.60	$33,269.60	$33,269.60	(Annual)
	$2,772.47	$2,772.47	$2,772.47	(Monthly)
	$1,279.60	$1,279.60	$1,279.60	(Biweekly)
	$15.995	$15.995	$15.995	(Hourly)
502	$33,271.68	$33,889.44	$34,507.20	
	$2,772.64	$2,824.12	$2,875.60	
	$1,279.68	$1,303.44	$1,327.20	
	$15.996	$16.293	$16.590	
503	$33,271.68	$34,752.64	$36,233.60	
	$2,772.64	$2,896.05	$3,019.47	
	$1,279.68	$1,336.64	$1,393.60	
	$15.996	$16.708	$17.420	
504	$33,271.68	$35,659.52	$38,045.28	
	$2,772.64	$2,971.63	$3,170.44	
	$1,279.68	$1,371.52	$1,463.28	
	$15.996	$17.144	$18.291	
505	$33,271.68	$36,610.08	$39,948.48	
	$2,772.64	$3,050.84	$3,329.04	
	$1,279.68	$1,408.08	$1,536.48	
	$15.996	$17.601	$19.206	
506	$33,271.68	$37,608.48	$41,945.28	
	$2,772.64	$3,134.04	$3,495.44	
	$1,279.68	$1,446.48	$1,613.28	
	$15.996	$18.081	$20.166	
507	$33,381.92	$38,712.96	$44,041.92	
	$2,781.83	$3,226.08	$3,670.16	
	$1,283.92	$1,488.96	$1,693.92	
	$16.049	$18.612	$21.174	
508	$33,485.92	$39,865.28	$46,244.64	
	$2,790.49	$3,322.11	$3,853.72	
	$1,287.92	$1,533.28	$1,778.64	
	$16.099	$19.166	$22.233	
509	$33,592.00	$41,073.76	$48,555.52	
	$2,799.33	$3,422.81	$4,046.29	
	$1,292.00	$1,579.76	$1,867.52	
	$16.150	$19.747	$23.344	

Grade	Minimum	Midpoint	Maximum	
510	$33,991.36	$42,488.16	$50,982.88	(Annual)
	$2,832.61	$3,540.68	$4,248.57	(Monthly)
	$1,307.36	$1,634.16	$1,960.88	(Biweekly)
	$16.342	$20.427	$24.511	(Hourly)
511	$35,688.64	$44,609.76	$53,530.88	
	$2,974.05	$3,717.48	$4,460.91	
	$1,372.64	$1,715.76	$2,058.88	
	$17.158	$21.447	$25.736	
512	$37,473.28	$46,841.60	$56,207.84	
	$3,122.77	$3,903.47	$4,683.99	
	$1,441.28	$1,801.60	$2,161.84	
	$18.016	$22.520	$27.023	
513	$39,347.36	$49,183.68	$59,020.00	
	$3,278.95	$4,098.64	$4,918.33	
	$1,513.36	$1,891.68	$2,270.00	
	$18.917	$23.646	$28.375	
514	$41,315.04	$51,642.24	$61,969.44	
	$3,442.92	$4,303.52	$5,164.12	
	$1,589.04	$1,986.24	$2,383.44	
	$19.863	$24.828	$29.793	
515	$43,378.40	$54,223.52	$65,068.64	
	$3,614.87	$4,518.63	$5,422.39	
	$1,668.40	$2,085.52	$2,502.64	
	$20.855	$26.069	$31.283	
516	$45,547.84	$56,935.84	$68,321.76	
	$3,795.65	$4,744.65	$5,693.48	
	$1,751.84	$2,189.84	$2,627.76	
	$21.898	$27.373	$32.847	
517	$47,827.52	$59,783.36	$71,739.20	
	$3,985.63	$4,981.95	$5,978.27	
	$1,839.52	$2,299.36	$2,759.20	
	$22.994	$28.742	$34.490	
518	$50,217.44	$62,772.32	$75,325.12	
	$4,184.79	$5,231.03	$6,277.09	
	$1,931.44	$2,414.32	$2,897.12	
	$24.143	$30.179	$36.214	

Grade	Minimum	Midpoint	Maximum	
519	$52,728.00	$65,911.04	$79,092.00	(Annual)
	$4,394.00	$5,492.59	$6,591.00	(Monthly)
	$2,028.00	$2,535.04	$3,042.00	(Biweekly)
	$25.350	$31.688	$38.025	(Hourly)
520	$55,363.36	$69,205.76	$83,046.08	
	$4,613.61	$5,767.15	$6,920.51	
	$2,129.36	$2,661.76	$3,194.08	
	$26.617	$33.272	$39.926	
521	$58,133.92	$72,666.88	$87,199.84	
	$4,844.49	$6,055.57	$7,266.65	
	$2,235.92	$2,794.88	$3,353.84	
	$27.949	$34.936	$41.923	
522	$61,039.68	$76,300.64	$91,559.52	
	$5,086.64	$6,358.39	$7,629.96	
	$2,347.68	$2,934.64	$3,521.52	
	$29.346	$36.683	$44.019	
523	$64,088.96	$80,113.28	$96,137.60	
	$5,340.75	$6,676.11	$8,011.47	
	$2,464.96	$3,081.28	$3,697.60	
	$30.812	$38.516	$46.220	
524	$67,294.24	$84,119.36	$100,942.40	
	$5,607.85	$7,009.95	$8,411.87	
	$2,588.24	$3,235.36	$3,882.40	
	$32.353	$40.442	$48.530	
525	$70,659.68	$88,325.12	$105,988.48	
	$5,888.31	$7,360.43	$8,832.37	
	$2,717.68	$3,397.12	$4,076.48	
	$33.971	$42.464	$50.956	
526	$74,193.60	$92,743.04	$111,290.40	
	$6,182.80	$7,728.59	$9,274.20	
	$2,853.60	$3,567.04	$4,280.40	
	$35.670	$44.588	$53.505	
527	$77,904.32	$97,379.36	$116,854.40	
	$6,492.03	$8,114.95	$9,737.87	
	$2,996.32	$3,745.36	$4,494.40	
	$37.454	$46.817	$56.180	

Grade	Minimum	Midpoint	Maximum	
528	$81,798.08	$102,248.64	$122,699.20	(Annual)
	$6,816.51	$8,520.72	$10,224.93	(Monthly)
	$3,146.08	$3,932.64	$4,719.20	(Biweekly)
	$39.326	$49.158	$58.990	(Hourly)
529	$85,887.36	$107,359.20	$128,831.04	
	$7,157.28	$8,946.60	$10,735.92	
	$3,303.36	$4,129.20	$4,955.04	
	$41.292	$51.615	$61.938	
530	$90,182.56	$112,729.76	$135,274.88	
	$7,515.21	$9,394.15	$11,272.91	
	$3,468.56	$4,335.76	$5,202.88	
	$43.357	$54.197	$65.036	
531	$94,692.00	$118,364.48	$142,036.96	
	$7,891.00	$9,863.71	$11,836.41	
	$3,642.00	$4,552.48	$5,462.96	
	$45.525	$56.906	$68.287	
532	$99,426.08	$124,284.16	$149,140.16	
	$8,285.51	$10,357.01	$12,428.35	
	$3,824.08	$4,780.16	$5,736.16	
	$47.801	$59.752	$71.702	
533	$104,397.28	$130,497.12	$156,596.96	
	$8,699.77	$10,874.76	$13,049.75	
	$4,015.28	$5,019.12	$6,022.96	
	$50.191	$62.739	$75.287	
534	$109,616.00	$137,022.08	$164,426.08	
	$9,134.67	$11,418.51	$13,702.17	
	$4,216.00	$5,270.08	$6,324.08	
	$52.700	$65.876	$79.051	
535	$115,098.88	$143,873.60	$172,648.32	
	$9,591.57	$11,989.47	$14,387.36	
	$4,426.88	$5,533.60	$6,640.32	
	$55.336	$69.170	$83.004	
536	$120,854.24	$151,066.24	$181,278.24	
	$10,071.19	$12,588.85	$15,106.52	
	$4,648.24	$5,810.24	$6,972.24	
	$58.103	$72.628	$87.153	

Grade	Minimum	Midpoint	Maximum	
537	$126,896.64	$158,620.80	$190,342.88	(Annual)
	$10,574.72	$13,218.40	$15,861.91	(Monthly)
	$4,880.64	$6,100.80	$7,320.88	(Biweekly)
	$61.008	$76.260	$91.511	(Hourly)
538	$133,240.64	$166,551.84	$199,860.96	
	$11,103.39	$13,879.32	$16,655.08	
	$5,124.64	$6,405.84	$7,686.96	
	$64.058	$80.073	$96.087	
539	$139,902.88	$174,878.08	$209,853.28	
	$11,658.57	$14,573.17	$17,487.77	
	$5,380.88	$6,726.08	$8,071.28	
	$67.261	$84.076	$100.891	
540	$146,897.92	$183,624.48	$220,348.96	
	$12,241.49	$15,302.04	$18,362.41	
	$5,649.92	$7,062.48	$8,474.96	
	$70.624	$88.281	$105.937	
541	$154,242.40	$192,803.52	$231,364.64	
	$12,853.53	$16,066.96	$19,280.39	
	$5,932.40	$7,415.52	$8,898.64	
	$74.155	$92.694	$111.233	
542	$161,955.04	$202,444.32	$242,933.60	
	$13,496.25	$16,870.36	$20,244.47	
	$6,229.04	$7,786.32	$9,343.60	
	$77.863	$97.329	$116.795	
543	$170,052.48	$212,565.60	$255,078.72	
	$14,171.04	$17,713.80	$21,256.56	
	$6,540.48	$8,175.60	$9,810.72	
	$81.756	$102.195	$122.634	
544	$178,555.52	$223,194.40	$267,833.28	
	$14,879.63	$18,599.53	$22,319.44	
	$6,867.52	$8,584.40	$10,301.28	
	$85.844	$107.305	$128.766	
545	$187,482.88	$234,353.60	$281,224.32	
	$15,623.57	$19,529.47	$23,435.36	
	$7,210.88	$9,013.60	$10,816.32	
	$90.136	$112.670	$135.204	

Grade	Minimum	Midpoint	Maximum	
546	$196,857.44	$246,072.32	$295,285.12	(Annual)
	$16,404.79	$20,506.03	$24,607.09	(Monthly)
	$7,571.44	$9,464.32	$11,357.12	(Biweekly)
	$94.643	$118.304	$141.964	(Hourly)
547	$206,700.00	$258,375.52	$310,051.04	
	$17,225.00	$21,531.29	$25,837.59	
	$7,950.00	$9,937.52	$11,925.04	
	$99.375	$124.219	$149.063	
548	$217,033.44	$271,294.40	$325,553.28	
	$18,086.12	$22,607.87	$27,129.44	
	$8,347.44	$10,434.40	$12,521.28	
	$104.343	$130.430	$156.516	
549	$227,886.88	$284,860.16	$341,831.36	
	$18,990.57	$23,738.35	$28,485.95	
	$8,764.88	$10,956.16	$13,147.36	
	$109.561	$136.952	$164.342	
550	$239,281.12	$299,101.92	$358,922.72	
	$19,940.09	$24,925.16	$29,910.23	
	$9,203.12	$11,503.92	$13,804.72	
	$115.039	$143.799	$172.559	

Urban County Government Pay Scale
Police Chief and Fire Chief
Effective July 1, 2024

FY2025 Pay Scale - Appointed Positions - Police Chief and Fire Chief

	Grade	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10(Max)	
Annual	324	$130,101.92	$138,692.32	$147,284.80	$155,877.28	$164,467.68	$173,064.32	$181,644.32	$190,243.04	$198,827.20	$207,434.24	(Annual)
Bi-Weekly	324	$5,003.92	$5,334.32	$5,664.80	$5,995.28	$6,325.68	$6,656.32	$6,986.32	$7,317.04	$7,647.20	$7,978.24	(Biweekly)
Hourly	324	$62.549	$66.679	$70.810	$74.941	$79.071	$83.204	$87.329	$91.463	$95.590	$99.728	(Hourly)

Urban County Government Pay Scale
Classified Civil Service and Unclassified Civil Service Personnel
Effective July 1, 2024

Positions with salaries outside the Unified Pay Plan

Title	Job Code	Positions	FY2025	
Law Clerk – P/T	291	3	$ 21.405	hourly
Park Patrol Coordinator - P/T	893	1	$ 35.856	hourly

Title	Job Code	Positions	FY 2025 Range
Council Administrator	080	1	$2,811.04 - $4,663.84 bi-weekly
P&F Pension Benefits Spec	075	2	$27.949 - $41.923 hourly

Urban County Government Pay Scale
Classified and Unclassified Civil Service Personnel
Effective July 1, 2024

School Traffic Guards	FY 2025
Entrance rate	$15.750

FY2025 Grade	Minimum	Midpoint	Maximum	
501	$33,269.60	$33,269.60	$33,269.60	(Annual)
	$2,772.47	$2,772.47	$2,772.47	(Monthly)
	$1,279.60	$1,279.60	$1,279.60	(Biweekly)
	$15.995	$15.995	$15.995	(Hourly)
502	$33,271.68	$33,889.44	$34,507.20	
	$2,772.64	$2,824.12	$2,875.60	
	$1,279.68	$1,303.44	$1,327.20	
	$15.996	$16.293	$16.590	
503	$33,271.68	$34,752.64	$36,233.60	
	$2,772.64	$2,896.05	$3,019.47	
	$1,279.68	$1,336.64	$1,393.60	
	$15.996	$16.708	$17.420	
504	$33,271.68	$35,659.52	$38,045.28	
	$2,772.64	$2,971.63	$3,170.44	
	$1,279.68	$1,371.52	$1,463.28	
	$15.996	$17.144	$18.291	
505	$33,271.68	$36,610.08	$39,948.48	
	$2,772.64	$3,050.84	$3,329.04	
	$1,279.68	$1,408.08	$1,536.48	
	$15.996	$17.601	$19.206	
506	$33,271.68	$37,608.48	$41,945.28	
	$2,772.64	$3,134.04	$3,495.44	
	$1,279.68	$1,446.48	$1,613.28	
	$15.996	$18.081	$20.166	
507	$33,381.92	$38,712.96	$44,041.92	
	$2,781.83	$3,226.08	$3,670.16	
	$1,283.92	$1,488.96	$1,693.92	
	$16.049	$18.612	$21.174	
508	$33,485.92	$39,865.28	$46,244.64	
	$2,790.49	$3,322.11	$3,853.72	
	$1,287.92	$1,533.28	$1,778.64	
	$16.099	$19.166	$22.233	
509	$33,592.00	$41,073.76	$48,555.52	
	$2,799.33	$3,422.81	$4,046.29	
	$1,292.00	$1,579.76	$1,867.52	
	$16.150	$19.747	$23.344	

Grade	Minimum	Midpoint	Maximum	
510	$33,991.36	$42,488.16	$50,982.88	(Annual)
	$2,832.61	$3,540.68	$4,248.57	(Monthly)
	$1,307.36	$1,634.16	$1,960.88	(Biweekly)
	$16.342	$20.427	$24.511	(Hourly)
511	$35,688.64	$44,609.76	$53,530.88	
	$2,974.05	$3,717.48	$4,460.91	
	$1,372.64	$1,715.76	$2,058.88	
	$17.158	$21.447	$25.736	
512	$37,473.28	$46,841.60	$56,207.84	
	$3,122.77	$3,903.47	$4,683.99	
	$1,441.28	$1,801.60	$2,161.84	
	$18.016	$22.520	$27.023	
513	$39,347.36	$49,183.68	$59,020.00	
	$3,278.95	$4,098.64	$4,918.33	
	$1,513.36	$1,891.68	$2,270.00	
	$18.917	$23.646	$28.375	
514	$41,315.04	$51,642.24	$61,969.44	
	$3,442.92	$4,303.52	$5,164.12	
	$1,589.04	$1,986.24	$2,383.44	
	$19.863	$24.828	$29.793	
515	$43,378.40	$54,223.52	$65,068.64	
	$3,614.87	$4,518.63	$5,422.39	
	$1,668.40	$2,085.52	$2,502.64	
	$20.855	$26.069	$31.283	
516	$45,547.84	$56,935.84	$68,321.76	
	$3,795.65	$4,744.65	$5,693.48	
	$1,751.84	$2,189.84	$2,627.76	
	$21.898	$27.373	$32.847	
517	$47,827.52	$59,783.36	$71,739.20	
	$3,985.63	$4,981.95	$5,978.27	
	$1,839.52	$2,299.36	$2,759.20	
	$22.994	$28.742	$34.490	
518	$50,217.44	$62,772.32	$75,325.12	
	$4,184.79	$5,231.03	$6,277.09	
	$1,931.44	$2,414.32	$2,897.12	
	$24.143	$30.179	$36.214	

Grade	Minimum	Midpoint	Maximum	
519	$52,728.00	$65,911.04	$79,092.00	(Annual)
	$4,394.00	$5,492.59	$6,591.00	(Monthly)
	$2,028.00	$2,535.04	$3,042.00	(Biweekly)
	$25.350	$31.688	$38.025	(Hourly)
520	$55,363.36	$69,205.76	$83,046.08	
	$4,613.61	$5,767.15	$6,920.51	
	$2,129.36	$2,661.76	$3,194.08	
	$26.617	$33.272	$39.926	
521	$58,133.92	$72,666.88	$87,199.84	
	$4,844.49	$6,055.57	$7,266.65	
	$2,235.92	$2,794.88	$3,353.84	
	$27.949	$34.936	$41.923	
522	$61,039.68	$76,300.64	$91,559.52	
	$5,086.64	$6,358.39	$7,629.96	
	$2,347.68	$2,934.64	$3,521.52	
	$29.346	$36.683	$44.019	
523	$64,088.96	$80,113.28	$96,137.60	
	$5,340.75	$6,676.11	$8,011.47	
	$2,464.96	$3,081.28	$3,697.60	
	$30.812	$38.516	$46.220	
524	$67,294.24	$84,119.36	$100,942.40	
	$5,607.85	$7,009.95	$8,411.87	
	$2,588.24	$3,235.36	$3,882.40	
	$32.353	$40.442	$48.530	
525	$70,659.68	$88,325.12	$105,988.48	
	$5,888.31	$7,360.43	$8,832.37	
	$2,717.68	$3,397.12	$4,076.48	
	$33.971	$42.464	$50.956	
526	$74,193.60	$92,743.04	$111,290.40	
	$6,182.80	$7,728.59	$9,274.20	
	$2,853.60	$3,567.04	$4,280.40	
	$35.670	$44.588	$53.505	
527	$77,904.32	$97,379.36	$116,854.40	
	$6,492.03	$8,114.95	$9,737.87	
	$2,996.32	$3,745.36	$4,494.40	
	$37.454	$46.817	$56.180	

Grade	Minimum	Midpoint	Maximum	
528	$81,798.08	$102,248.64	$122,699.20	(Annual)
	$6,816.51	$8,520.72	$10,224.93	(Monthly)
	$3,146.08	$3,932.64	$4,719.20	(Biweekly)
	$39.326	$49.158	$58.990	(Hourly)
529	$85,887.36	$107,359.20	$128,831.04	
	$7,157.28	$8,946.60	$10,735.92	
	$3,303.36	$4,129.20	$4,955.04	
	$41.292	$51.615	$61.938	
530	$90,182.56	$112,729.76	$135,274.88	
	$7,515.21	$9,394.15	$11,272.91	
	$3,468.56	$4,335.76	$5,202.88	
	$43.357	$54.197	$65.036	
531	$94,692.00	$118,364.48	$142,036.96	
	$7,891.00	$9,863.71	$11,836.41	
	$3,642.00	$4,552.48	$5,462.96	
	$45.525	$56.906	$68.287	
532	$99,426.08	$124,284.16	$149,140.16	
	$8,285.51	$10,357.01	$12,428.35	
	$3,824.08	$4,780.16	$5,736.16	
	$47.801	$59.752	$71.702	
533	$104,397.28	$130,497.12	$156,596.96	
	$8,699.77	$10,874.76	$13,049.75	
	$4,015.28	$5,019.12	$6,022.96	
	$50.191	$62.739	$75.287	
534	$109,616.00	$137,022.08	$164,426.08	
	$9,134.67	$11,418.51	$13,702.17	
	$4,216.00	$5,270.08	$6,324.08	
	$52.700	$65.876	$79.051	
535	$115,098.88	$143,873.60	$172,648.32	
	$9,591.57	$11,989.47	$14,387.36	
	$4,426.88	$5,533.60	$6,640.32	
	$55.336	$69.170	$83.004	
536	$120,854.24	$151,066.24	$181,278.24	
	$10,071.19	$12,588.85	$15,106.52	
	$4,648.24	$5,810.24	$6,972.24	
	$58.103	$72.628	$87.153	

Grade	Minimum	Midpoint	Maximum	
537	$126,896.64	$158,620.80	$190,342.88	(Annual)
	$10,574.72	$13,218.40	$15,861.91	(Monthly)
	$4,880.64	$6,100.80	$7,320.88	(Biweekly)
	$61.008	$76.260	$91.511	(Hourly)
538	$133,240.64	$166,551.84	$199,860.96	
	$11,103.39	$13,879.32	$16,655.08	
	$5,124.64	$6,405.84	$7,686.96	
	$64.058	$80.073	$96.087	
539	$139,902.88	$174,878.08	$209,853.28	
	$11,658.57	$14,573.17	$17,487.77	
	$5,380.88	$6,726.08	$8,071.28	
	$67.261	$84.076	$100.891	
540	$146,897.92	$183,624.48	$220,348.96	
	$12,241.49	$15,302.04	$18,362.41	
	$5,649.92	$7,062.48	$8,474.96	
	$70.624	$88.281	$105.937	
541	$154,242.40	$192,803.52	$231,364.64	
	$12,853.53	$16,066.96	$19,280.39	
	$5,932.40	$7,415.52	$8,898.64	
	$74.155	$92.694	$111.233	
542	$161,955.04	$202,444.32	$242,933.60	
	$13,496.25	$16,870.36	$20,244.47	
	$6,229.04	$7,786.32	$9,343.60	
	$77.863	$97.329	$116.795	
543	$170,052.48	$212,565.60	$255,078.72	
	$14,171.04	$17,713.80	$21,256.56	
	$6,540.48	$8,175.60	$9,810.72	
	$81.756	$102.195	$122.634	
544	$178,555.52	$223,194.40	$267,833.28	
	$14,879.63	$18,599.53	$22,319.44	
	$6,867.52	$8,584.40	$10,301.28	
	$85.844	$107.305	$128.766	
545	$187,482.88	$234,353.60	$281,224.32	
	$15,623.57	$19,529.47	$23,435.36	
	$7,210.88	$9,013.60	$10,816.32	
	$90.136	$112.670	$135.204	

Grade	Minimum	Midpoint	Maximum	
546	$196,857.44	$246,072.32	$295,285.12	(Annual)
	$16,404.79	$20,506.03	$24,607.09	(Monthly)
	$7,571.44	$9,464.32	$11,357.12	(Biweekly)
	$94.643	$118.304	$141.964	(Hourly)
547	$206,700.00	$258,375.52	$310,051.04	
	$17,225.00	$21,531.29	$25,837.59	
	$7,950.00	$9,937.52	$11,925.04	
	$99.375	$124.219	$149.063	
548	$217,033.44	$271,294.40	$325,553.28	
	$18,086.12	$22,607.87	$27,129.44	
	$8,347.44	$10,434.40	$12,521.28	
	$104.343	$130.430	$156.516	
549	$227,886.88	$284,860.16	$341,831.36	
	$18,990.57	$23,738.35	$28,485.95	
	$8,764.88	$10,956.16	$13,147.36	
	$109.561	$136.952	$164.342	
550	$239,281.12	$299,101.92	$358,922.72	
	$19,940.09	$24,925.16	$29,910.23	
	$9,203.12	$11,503.92	$13,804.72	
	$115.039	$143.799	$172.559	

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE COMPENSATION SYSTEM SALARY SCHEDULES TO PROVIDE A ONE AND ONE-HALF PERCENT (1.5%) STRUCTURE MOVEMENT, APPLICABLE TO ALL FULL-TIME AND PART-TIME POSITIONS IN THE UNIFIED PAY PLAN, TO THE POSITION OF COUNCIL ADMINISTRATOR, AND TO TWO (2) POSITIONS OF POLICE AND FIRE PENSION BENEFITS SPECIALIST; PROVIDING THAT ALL FULL-TIME AND PART-TIME EMPLOYEES INCLUDED IN THE UNIFIED PAY PLAN SHALL RECEIVE A THREE PERCENT (3.0%) PAY INCREASE FOR FY2025; PROVIDING THAT THE COUNCIL ADMINISTRATOR AND TWO (2) POSITIONS OF POLICE AND FIRE PENSION BENEFITS SPECIALIST SHALL RECEIVE A THREE PERCENT (3%) PAY INCREASE FOR FY2025; PROVIDING THAT SECTIONS 21-29(B) AND 22-26(B) NOTWITHSTANDING, ALL EMPLOYEES AT OR ABOVE THE MAXIMUM OF THE GRADE SALARY RANGE SHALL RECEIVE A THREE PERCENT (3.0%) PAY INCREASE FOR FY2025; AMENDING SECTION 23-28(A) TO INCREASE THE EXISTING STEP STRUCTURE FOR THE POSITIONS OF POLICE CHIEF, GRADE 324E, AND FIRE CHIEF, GRADE 324E, BY THREE PERCENT (3.0%) AND ADJUSTING SALARIES ACCORDINGLY; AND INCREASING THE SALARY BY THREE PERCENT (3.0%) FOR THREE (3) POSITIONS OF LAW CLERK – P\T WITHIN THE DEPARTMENT OF LAW AND ONE (1) POSITION OF PARK PATROL COORDINATOR – P/T WITHIN THE DIVISION OF PARKS AND RECREATION, ALL EFFECTIVE JULY 1, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the salary schedules of the Lexington-Fayette Urban County Government set forth in the compensation system passed by the Urban County Council by Ordinance No. 121-2022 (October 27, 2022), as amended, be and hereby are further amended to provide a one and one-half percent (1.5%) structure movement, applicable to all full-time and part-time positions in the Unified Pay Plan, to the position of Council Administrator, and to two (2) positions of Police and Fire Pension Benefits Specialist, as attached hereto and incorporated herein by reference.

Section 2 – That pursuant to Sections 21-29(c) and 22-26(c) of the Code of Ordinances, all full-time and part-time employees in the classification and compensation system's unified pay plan who received a satisfactory score on the performance evaluation shall have their salaries adjusted by three percent (3%) for FY2025.

Section 3 – That Section 23-28 the Code of Ordinances be and hereby is amended to read as follows:

(a) The following bi-weekly salary schedules are hereby adopted as the amounts to be paid Police Chief and Fire Chief as follows:

Section 4 – That the Council Administrator and two (2) positions of Police and Fire Pension Benefits Specialist shall have their salaries adjusted by three percent (3%) for FY2025, and the following subsection line numbers of the unclassified civil service authorized strength be and hereby are amended to read as follows:

Law Clerk – P\T	3	291	$21.405 hourly
Park Patrol Coordinator-P/T	1	893	$35.856 hourly

Section 5 – That Sections 21-29(B) and 22-26(B) notwithstanding, all employees in the unified pay plan who are at or above the grade maximum shall receive a three percent (3.0%) pay increase for FY2025.

Section 6 – That this Ordinance shall be effective as of July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

Published:

0660-24/HR/MC/4873-7722-7466, v. 1

ORDINANCE NO. 070 - 2024

AN ORDINANCE AMENDING THE COMPENSATION SYSTEM SALARY SCHEDULES TO PROVIDE A ONE AND ONE-HALF PERCENT (1.5%) STRUCTURE MOVEMENT, APPLICABLE TO ALL FULL-TIME AND PART-TIME POSITIONS IN THE UNIFIED PAY PLAN, TO THE POSITION OF COUNCIL ADMINISTRATOR, AND TO TWO (2) POSITIONS OF POLICE AND FIRE PENSION BENEFITS SPECIALIST; PROVIDING THAT ALL FULL-TIME AND PART-TIME EMPLOYEES INCLUDED IN THE UNIFIED PAY PLAN SHALL RECEIVE A THREE PERCENT (3.0%) PAY INCREASE FOR FY2025; PROVIDING THAT THE COUNCIL ADMINISTRATOR AND TWO (2) POSITIONS OF POLICE AND FIRE PENSION BENEFITS SPECIALIST SHALL RECEIVE A THREE PERCENT (3%) PAY INCREASE FOR FY2025; PROVIDING THAT SECTIONS 21-29(B) AND 22-26(B) NOTWITHSTANDING, ALL EMPLOYEES AT OR ABOVE THE MAXIMUM OF THE GRADE SALARY RANGE SHALL RECEIVE A THREE PERCENT (3.0%) PAY INCREASE FOR FY2025; AMENDING SECTION 23-28(A) TO INCREASE THE EXISTING STEP STRUCTURE FOR THE POSITIONS OF POLICE CHIEF, GRADE 324E, AND FIRE CHIEF, GRADE 324E, BY THREE PERCENT (3.0%) AND ADJUSTING SALARIES ACCORDINGLY; AND INCREASING THE SALARY BY THREE PERCENT (3.0%) FOR THREE (3) POSITIONS OF LAW CLERK – P\T WITHIN THE DEPARTMENT OF LAW AND ONE (1) POSITION OF PARK PATROL COORDINATOR – P/T WITHIN THE DIVISION OF PARKS AND RECREATION, ALL EFFECTIVE JULY 1, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the salary schedules of the Lexington-Fayette Urban County Government set forth in the compensation system passed by the Urban County Council by Ordinance No. 121-2022 (October 27, 2022), as amended, be and hereby are further amended to provide a one and one-half percent (1.5%) structure movement, applicable to all full-time and part-time positions in the Unified Pay Plan, to the position of Council Administrator, and to two (2) positions of Police and Fire Pension Benefits Specialist, as attached hereto and incorporated herein by reference.

Section 2 – That pursuant to Sections 21-29(c) and 22-26(c) of the Code of Ordinances, all full-time and part-time employees in the classification and compensation system's unified pay plan who received a satisfactory score on the performance evaluation shall have their salaries adjusted by three percent (3%) for FY2025.

Section 3 – That Section 23-28 the Code of Ordinances be and hereby is amended to read as follows:

(a) The following bi-weekly salary schedules are hereby adopted as the amounts to be paid Police Chief and Fire Chief as follows:

Section 4 – That the Council Administrator and two (2) positions of Police and Fire Pension Benefits Specialist shall have their salaries adjusted by three percent (3%) for FY2025, and the following subsection line numbers of the unclassified civil service authorized strength be and hereby are amended to read as follows:

Law Clerk – P\T	3	291	$21.405 hourly
Park Patrol Coordinator-P/T	1	893	$35.856 hourly

Section 5 – That Sections 21-29(B) and 22-26(B) notwithstanding, all employees in the unified pay plan who are at or above the grade maximum shall receive a three percent (3.0%) pay increase for FY2025.

Section 6 – That this Ordinance shall be effective as of July 1, 2024.

PASSED URBAN COUNTY COUNCIL: July 2,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published: July 10,2024-1t

0660-24/HR/MC/4873-7722-7466, v. 1

FY 2025

Urban County Government Pay Scale
Effective July 1, 2024

Date Printed: 6/10/2024 7:53 AM
Date Revised: 6/10/2024

FY2025 Grade	Minimum	Midpoint	Maximum	
501	$33,269.60	$33,269.60	$33,269.60	(Annual)
	$2,772.47	$2,772.47	$2,772.47	(Monthly)
	$1,279.60	$1,279.60	$1,279.60	(Biweekly)
	$15.995	$15.995	$15.995	(Hourly)
502	$33,271.68	$33,889.44	$34,507.20	
	$2,772.64	$2,824.12	$2,875.60	
	$1,279.68	$1,303.44	$1,327.20	
	$15.996	$16.293	$16.590	
503	$33,271.68	$34,752.64	$36,233.60	
	$2,772.64	$2,896.05	$3,019.47	
	$1,279.68	$1,336.64	$1,393.60	
	$15.996	$16.708	$17.420	
504	$33,271.68	$35,659.52	$38,045.28	
	$2,772.64	$2,971.63	$3,170.44	
	$1,279.68	$1,371.52	$1,463.28	
	$15.996	$17.144	$18.291	
505	$33,271.68	$36,610.08	$39,948.48	
	$2,772.64	$3,050.84	$3,329.04	
	$1,279.68	$1,408.08	$1,536.48	
	$15.996	$17.601	$19.206	
506	$33,271.68	$37,608.48	$41,945.28	
	$2,772.64	$3,134.04	$3,495.44	
	$1,279.68	$1,446.48	$1,613.28	
	$15.996	$18.081	$20.166	
507	$33,381.92	$38,712.96	$44,041.92	
	$2,781.83	$3,226.08	$3,670.16	
	$1,283.92	$1,488.96	$1,693.92	
	$16.049	$18.612	$21.174	
508	$33,485.92	$39,865.28	$46,244.64	
	$2,790.49	$3,322.11	$3,853.72	
	$1,287.92	$1,533.28	$1,778.64	
	$16.099	$19.166	$22.233	
509	$33,592.00	$41,073.76	$48,555.52	
	$2,799.33	$3,422.81	$4,046.29	
	$1,292.00	$1,579.76	$1,867.52	
	$16.150	$19.747	$23.344	

FY 2025

Urban County Government Pay Scale
Effective July 1, 2024

Date Printed: 6/10/2024 7:53 AM
Date Revised: 6/10/2024

Grade	Minimum	Midpoint	Maximum	
510	$33,991.36	$42,488.16	$50,982.88	(Annual)
	$2,832.61	$3,540.68	$4,248.57	(Monthly)
	$1,307.36	$1,634.16	$1,960.88	(Biweekly)
	$16.342	$20.427	$24.511	(Hourly)
511	$35,688.64	$44,609.76	$53,530.88	
	$2,974.05	$3,717.48	$4,460.91	
	$1,372.64	$1,715.76	$2,058.88	
	$17.158	$21.447	$25.736	
512	$37,473.28	$46,841.60	$56,207.84	
	$3,122.77	$3,903.47	$4,683.99	
	$1,441.28	$1,801.60	$2,161.84	
	$18.016	$22.520	$27.023	
513	$39,347.36	$49,183.68	$59,020.00	
	$3,278.95	$4,098.64	$4,918.33	
	$1,513.36	$1,891.68	$2,270.00	
	$18.917	$23.646	$28.375	
514	$41,315.04	$51,642.24	$61,969.44	
	$3,442.92	$4,303.52	$5,164.12	
	$1,589.04	$1,986.24	$2,383.44	
	$19.863	$24.828	$29.793	
515	$43,378.40	$54,223.52	$65,068.64	
	$3,614.87	$4,518.63	$5,422.39	
	$1,668.40	$2,085.52	$2,502.64	
	$20.855	$26.069	$31.283	
516	$45,547.84	$56,935.84	$68,321.76	
	$3,795.65	$4,744.65	$5,693.48	
	$1,751.84	$2,189.84	$2,627.76	
	$21.898	$27.373	$32.847	
517	$47,827.52	$59,783.36	$71,739.20	
	$3,985.63	$4,981.95	$5,978.27	
	$1,839.52	$2,299.36	$2,759.20	
	$22.994	$28.742	$34.490	
518	$50,217.44	$62,772.32	$75,325.12	
	$4,184.79	$5,231.03	$6,277.09	
	$1,931.44	$2,414.32	$2,897.12	
	$24.143	$30.179	$36.214	

FY 2025

Urban County Government Pay Scale
Effective July 1, 2024

Date Printed: 6/10/2024 7:53 AM
Date Revised: 6/10/2024

Grade	Minimum	Midpoint	Maximum	
519	$52,728.00	$65,911.04	$79,092.00	(Annual)
	$4,394.00	$5,492.59	$6,591.00	(Monthly)
	$2,028.00	$2,535.04	$3,042.00	(Biweekly)
	$25.350	$31.688	$38.025	(Hourly)
520	$55,363.36	$69,205.76	$83,046.08	
	$4,613.61	$5,767.15	$6,920.51	
	$2,129.36	$2,661.76	$3,194.08	
	$26.617	$33.272	$39.926	
521	$58,133.92	$72,666.88	$87,199.84	
	$4,844.49	$6,055.57	$7,266.65	
	$2,235.92	$2,794.88	$3,353.84	
	$27.949	$34.936	$41.923	
522	$61,039.68	$76,300.64	$91,559.52	
	$5,086.64	$6,358.39	$7,629.96	
	$2,347.68	$2,934.64	$3,521.52	
	$29.346	$36.683	$44.019	
523	$64,088.96	$80,113.28	$96,137.60	
	$5,340.75	$6,676.11	$8,011.47	
	$2,464.96	$3,081.28	$3,697.60	
	$30.812	$38.516	$46.220	
524	$67,294.24	$84,119.36	$100,942.40	
	$5,607.85	$7,009.95	$8,411.87	
	$2,588.24	$3,235.36	$3,882.40	
	$32.353	$40.442	$48.530	
525	$70,659.68	$88,325.12	$105,988.48	
	$5,888.31	$7,360.43	$8,832.37	
	$2,717.68	$3,397.12	$4,076.48	
	$33.971	$42.464	$50.956	
526	$74,193.60	$92,743.04	$111,290.40	
	$6,182.80	$7,728.59	$9,274.20	
	$2,853.60	$3,567.04	$4,280.40	
	$35.670	$44.588	$53.505	
527	$77,904.32	$97,379.36	$116,854.40	
	$6,492.03	$8,114.95	$9,737.87	
	$2,996.32	$3,745.36	$4,494.40	
	$37.454	$46.817	$56.180	

FY 2025

Urban County Government Pay Scale
Effective July 1, 2024

Date Printed: 6/10/2024 7:53 AM
Date Revised: 6/10/2024

Grade	Minimum	Midpoint	Maximum	
528	$81,798.08	$102,248.64	$122,699.20	(Annual)
	$6,816.51	$8,520.72	$10,224.93	(Monthly)
	$3,146.08	$3,932.64	$4,719.20	(Biweekly)
	$39.326	$49.158	$58.990	(Hourly)
529	$85,887.36	$107,359.20	$128,831.04	
	$7,157.28	$8,946.60	$10,735.92	
	$3,303.36	$4,129.20	$4,955.04	
	$41.292	$51.615	$61.938	
530	$90,182.56	$112,729.76	$135,274.88	
	$7,515.21	$9,394.15	$11,272.91	
	$3,468.56	$4,335.76	$5,202.88	
	$43.357	$54.197	$65.036	
531	$94,692.00	$118,364.48	$142,036.96	
	$7,891.00	$9,863.71	$11,836.41	
	$3,642.00	$4,552.48	$5,462.96	
	$45.525	$56.906	$68.287	
532	$99,426.08	$124,284.16	$149,140.16	
	$8,285.51	$10,357.01	$12,428.35	
	$3,824.08	$4,780.16	$5,736.16	
	$47.801	$59.752	$71.702	
533	$104,397.28	$130,497.12	$156,596.96	
	$8,699.77	$10,874.76	$13,049.75	
	$4,015.28	$5,019.12	$6,022.96	
	$50.191	$62.739	$75.287	
534	$109,616.00	$137,022.08	$164,426.08	
	$9,134.67	$11,418.51	$13,702.17	
	$4,216.00	$5,270.08	$6,324.08	
	$52.700	$65.876	$79.051	
535	$115,098.88	$143,873.60	$172,648.32	
	$9,591.57	$11,989.47	$14,387.36	
	$4,426.88	$5,533.60	$6,640.32	
	$55.336	$69.170	$83.004	
536	$120,854.24	$151,066.24	$181,278.24	
	$10,071.19	$12,588.85	$15,106.52	
	$4,648.24	$5,810.24	$6,972.24	
	$58.103	$72.628	$87.153	

FY 2025

Urban County Government Pay Scale
Effective July 1, 2024

Date Printed: 6/10/2024 7:53 AM
Date Revised: 6/10/2024

Grade	Minimum	Midpoint	Maximum	
537	$126,896.64	$158,620.80	$190,342.88	(Annual)
	$10,574.72	$13,218.40	$15,861.91	(Monthly)
	$4,880.64	$6,100.80	$7,320.88	(Biweekly)
	$61.008	$76.260	$91.511	(Hourly)
538	$133,240.64	$166,551.84	$199,860.96	
	$11,103.39	$13,879.32	$16,655.08	
	$5,124.64	$6,405.84	$7,686.96	
	$64.058	$80.073	$96.087	
539	$139,902.88	$174,878.08	$209,853.28	
	$11,658.57	$14,573.17	$17,487.77	
	$5,380.88	$6,726.08	$8,071.28	
	$67.261	$84.076	$100.891	
540	$146,897.92	$183,624.48	$220,348.96	
	$12,241.49	$15,302.04	$18,362.41	
	$5,649.92	$7,062.48	$8,474.96	
	$70.624	$88.281	$105.937	
541	$154,242.40	$192,803.52	$231,364.64	
	$12,853.53	$16,066.96	$19,280.39	
	$5,932.40	$7,415.52	$8,898.64	
	$74.155	$92.694	$111.233	
542	$161,955.04	$202,444.32	$242,933.60	
	$13,496.25	$16,870.36	$20,244.47	
	$6,229.04	$7,786.32	$9,343.60	
	$77.863	$97.329	$116.795	
543	$170,052.48	$212,565.60	$255,078.72	
	$14,171.04	$17,713.80	$21,256.56	
	$6,540.48	$8,175.60	$9,810.72	
	$81.756	$102.195	$122.634	
544	$178,555.52	$223,194.40	$267,833.28	
	$14,879.63	$18,599.53	$22,319.44	
	$6,867.52	$8,584.40	$10,301.28	
	$85.844	$107.305	$128.766	
545	$187,482.88	$234,353.60	$281,224.32	
	$15,623.57	$19,529.47	$23,435.36	
	$7,210.88	$9,013.60	$10,816.32	
	$90.136	$112.670	$135.204	

FY 2025

Urban County Government Pay Scale
Effective July 1, 2024

Date Printed: 6/10/2024 7:53 AM
Date Revised: 6/10/2024

Grade	Minimum	Midpoint	Maximum	
546	$196,857.44	$246,072.32	$295,285.12	(Annual)
	$16,404.79	$20,506.03	$24,607.09	(Monthly)
	$7,571.44	$9,464.32	$11,357.12	(Biweekly)
	$94.643	$118.304	$141.964	(Hourly)
547	$206,700.00	$258,375.52	$310,051.04	
	$17,225.00	$21,531.29	$25,837.59	
	$7,950.00	$9,937.52	$11,925.04	
	$99.375	$124.219	$149.063	
548	$217,033.44	$271,294.40	$325,553.28	
	$18,086.12	$22,607.87	$27,129.44	
	$8,347.44	$10,434.40	$12,521.28	
	$104.343	$130.430	$156.516	
549	$227,886.88	$284,860.16	$341,831.36	
	$18,990.57	$23,738.35	$28,485.95	
	$8,764.88	$10,956.16	$13,147.36	
	$109.561	$136.952	$164.342	
550	$239,281.12	$299,101.92	$358,922.72	
	$19,940.09	$24,925.16	$29,910.23	
	$9,203.12	$11,503.92	$13,804.72	
	$115.039	$143.799	$172.559	

Ordinance-Driven Salaries FY25

Urban County Government Pay Scale
Classified Civil Service and Unclassified Civil Service Personnel
Effective July 1, 2024

Date Printed: 6/11/2024 1:23 PM
Date Revised: 6/4/2024

Positions with salaries outside the Unified Pay Plan

Title	Job Code	Positions	FY2025	
Law Clerk – P/T	291	3	$ 21.405	hourly
Park Patrol Coordinator - P/T	893	1	$ 35.856	hourly

Title	Job Code	Positions	FY 2025 Range
Council Administrator	080	1	$2,811.04 - $4,663.84 bi-weekly
P&F Pension Benefits Spec	075	2	$27.949 - $41.923 hourly

Urban County Government Pay Scale
Police Chief and Fire Chief
Effective July 1, 2024

Date Printed: 6/10/2024 8:04 AM
Date Revised: 6/4/2024

FY2025 Pay Scale - Appointed Positions - Police Chief and Fire Chief

	Grade	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10(Max)	
Annual	**324**	$130,101.92	$136,692.32	$147,284.80	$155,877.28	$164,467.68	$173,064.32	$181,644.32	$190,243.04	$198,827.20	$207,434.24	(Annual)
Bi-Weekly	**324**	$5,003.92	$5,334.32	$5,664.80	$5,995.28	$6,325.68	$6,656.32	$6,986.32	$7,317.04	$7,647.20	$7,978.24	(Biweekly)
Hourly	**324**	$62.549	$66.679	$70.810	$74.941	$79.071	$83.204	$87.329	$91.463	$95.590	$99.728	(Hourly)

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0661-24

File ID:	0661-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	177-2024	**In Control:**	Urban County Council
				File Created:	06/14/2024
File Name:	Request Council authorization to execute an agreement and accept an award from the Lexington-Fayette County Health Department in the amount of $457,000 to continue the Home Network Program also known as the Kentucky Health Access Nurturing Development Ser			**Final Action:**	07/02/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant from the Lexington-Fayette County Health Dept. in the amount of $356,000 in Federal funds and $101,000 in Commonwealth of Ky. funds (including $41,000 in 853 Home Visiting Service Grant funds), for a total of $457,000 for the Home Network Program, also known as Ky. Health Access Nurturing Development Services (HANDS), for the Family Care Center for FY 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes: signed and filed in CCO. 2 copies given back to Celia 7.3 AA

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	24-Blue Sheet Memo HANDS, FINAL_FY25-FAMILY CARE CENTER HANDS Contract (002), FY25 HOME_NET_2025 Budget Amendment, RESO 0661-24 (HANDS) 4864-2590-5609 v.1.docx, R-355-2024, Contract #177-2024 (2)	**Enactment Number:**	R-355-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
2	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		

2 Urban County Council 07/02/2024 Approved Pass

Text of Legislative File 0661-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant from the Lexington-Fayette County Health Dept. in the amount of $356,000 in Federal funds and $101,000 in Commonwealth of Ky. funds (including $41,000 in 853 Home Visiting Service Grant funds), for a total of $457,000 for the Home Network Program, also known as Ky. Health Access Nurturing Development Services (HANDS), for the Family Care Center for FY 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to execute an Agreement and accept an award from the Lexington-Fayette County Health Department in the amount of $457,000 to continue the Home Network Program also known as the Kentucky Health Access Nurturing Development Services (HANDS) at the Family Care Center for FY 2025. (L0661-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 6/11/2024

Risk Management: N/A

Fully Budgeted: FY25 Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $457,000

Annual Impact: $0

Project: HOME_NET_2025

Activity: MS_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 14, 2024**

SUBJECT: **FY25 Home Network Program at the Family Care Center**

Request: Council authorization to execute an agreement and accept an award from the Lexington-Fayette County Health Department in the amount of $457,000 to continue the Home Network Program also known as the Kentucky Health Access Nurturing Development Services (HANDS) at the Family Care Center for FY 2025.

Purpose of Request: The Family Care Center operates a home visitation program to address many of the limitations observed among existing prevention efforts aimed at low-income families and to create a system of support more responsive to emerging social and familial realities. The Home Network Program provides home visitation services for high-risk families from birth of the first child up to age two. This program is based upon evidence that home visitation programs are effective in reducing child abuse and neglect.

The Home Network Program is supported by the Kentucky Cabinet for Health and Family Services as a pass-through arrangement with the Lexington-Fayette County Health Department as the granting agency. The source of federal funds is Medicaid. A portion of Kentucky's tobacco settlement dollars have also been earmarked for support of this program. State General Fund dollars also provide funding to support services for families with more than one child. The federal award in the amount of $356,000 and a state award of $101,000.

What is the cost in this budget year and future budget years? The Home Network Program is a "fee for service" program, in that the Lexington Fayette Urban County Government only receives funding for services that it delivers. For 2025, the Kentucky Cabinet for Health and Family Services has estimated the following allocations: Federal funds in the amount of $356,000 (Medicaid), and state funds in the amount of $60,000 (non-Medicaid and multi-child families), and $41,000 for 853 Home Visiting Service grant funds for a total of $457,000. No match is required. Funding for future budget years is dependent upon availability of federal and state funding.

Are the funds budgeted? FY25 Budget amendment is in process.

File Number: 0661-24

Director/Commissioner: Horton-Holt/Allen-Bryant

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT
CONTRACT TO RECEIVE SERVICES

THIS AGREEMENT, made and entered into this **1ST DAY OF JULY 2024** by and between the Lexington-Fayette County Health Department, 650 Newtown Pike, Lexington, Kentucky 40508 (hereinafter referred to as "Health Department") and

Family Care Center
(Health Access Nurturing Development Services)
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

(hereinafter referred to as "Contractor").

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Contractor agrees to the conditions for the Health Access Nurturing Development Services (HANDS) as prescribed by the Kentucky Department for Public Health and as described below:

   a. Attendance at monthly Health Department HANDS program review meetings by the Administrator/Director.
   b. Provision of the HANDS recommended level of supervision to program staff ratio and adequate time allotted for team meetings.
   c. Staff assigned to the program will meet program parents of diverse backgrounds in a non-judgmental, supportive, strength-based approach.
   d. Timely completion of staff training as specified by program policies and procedures.
   e. The reporting of program data in a timely manner.
   f. Adequate staff time allowed for technical assistance provided by state and state designated staff and follow-up and corrective action as recommended.
   g. State HANDS program funds will be paid to HANDS service providers based upon the number of families served and outcomes achieved.

2. The contractor agrees to provide adequate management to control

HANDS services as follows:

a. Report expenses and revenues monthly no later than the first 5 working days of the following month via electronic means to the Department of Public Health.
b. Report progress of interventions monthly no later than the 1st of the following month via electronic means to the Department of Public Health.
c. Adhere to the Department for Public Health HANDS Program Standards and be bound by the same terms and conditions of the Department for Public Health.
d. Make available all contractor financial reports of all reimbursed funds under this contract for review by the Health Department and/or the Department for Public Health when requested to do so.
e. Comply with the annual Department for Public Health HANDS audit requirements. A copy of the audit shall be provided to the Health Department when requested to do so.

3. Health Department agrees to perform the services as hereinafter described to the Contractor:

a. Provide the terms and conditions of the Department for Public health approved statewide plans (HANDS).

4. The Health Department, acting as the sole contractor with the department for Public Health, agrees to remit to Family Care Center, all monies received for services provided by Family Care Center, per the Remittance Advice from Department of Public Health. Remittance will be payable within (30) thirty days after receipt by the Health Department. An annual administrative fee of $1500.00 will be deducted from the monthly payment to contractor in the amount of $125.00 per month.

5. The Health Department's Medicaid/non-Medicaid/Home Visiting Grant payments shall not exceed a total of ***$457,000.00***. ***The Contractor's billing for cost center 853 Medicaid clients in HANDS shall not exceed a total of $356,000.00 and cost center 853 non-Medicaid shall not exceed $60,000.00. The Contractor's billing for cost center 853 HANDS Home Visiting Services Grant shall not exceed $41,0000.00.***

a. Contract maximum payments will be reviewed at mid-year and may be adjusted due to contractor performance.

6. Once Health Department capacity is reached, they will notify

Contractor that intake is closed and refer families to Contractor for services. Contractor will accept HANDS program referrals from Health Department until Contractor capacity is reached. Contractor will notify Health Department HANDS Team Leader when capacity is reached and intake closed.

7. Health Department reserves the right to request that Contractor substantiate the sum demanded for remuneration before the Health Department is required to render payment. Payment is not due from the Health Department until the contracted services have been provided to the Department's satisfaction. "No taxes will be withheld from payments to contractors."

8. All invoices may be approved by the Commissioner of Health or assigned designee. Responsibility to ensure that contract invoices are properly reviewed and approved shall rest with each department designee. Approval is based upon verification that the goods or services rendered and invoiced for, were appropriately received in an acceptable manner and the invoice reflects the agreed upon price per contract. In approving invoices these individuals are attesting that, to the best of their knowledge, the invoices they are approving are accurate, valid and appropriately coded with the correct cost center and expense account.

9. The period within the current fiscal year in which the subject services are to be performed is from **JULY 1, 2024 TO JUNE 30, 2025.**

10. Either Party may for any reason, at its option, terminate this agreement at any time provided the Contractor receives thirty (30) day notice in writing.

11. The parties to this contract intend that the relationship between them created by this contract is that of independent contractors. No agent, employee, or servant of the Contractor shall be deemed to be the employee, agent or servant of Health Department. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the contract.

12. Health Department shall exercise no control, direct, indirect or otherwise, over the decisions or operations of Contractor, including but not limited to the Contractor's use of any funds contemplated or granted herein, and shall have no liability for any loss or damages resulting therefrom. To the extent permitted by law and without waiving the defense of sovereign immunity, Contractor shall indemnify and hold harmless Health Department

against all liabilities, losses, damages, claims and actions based upon or arising out of damage or injury (including death) to persons, entities or property caused by or sustained in connection with the performance of this contract or by conditions created hereby, or upon any violation of any statute, ordinance, code or regulation in connection herewith.

13. "Health Department understands the Contractor is self-insured at the time of contracting. However, should Contractor's status as a self-insured entity change during the terms of this contract, then Contractor shall maintain such insurance as shall be required to fully insure Contractor and Health Department against all claims of all kinds and nature for any damage to property or for personal injury (including death) made by anyone whomsoever, that may arise from operations carried on under this contract, either by Health Department or Contractor. The coverage shall be in an amount sufficient to insure Contractor and Health Department fully against any such loss, and shall name Health Department as an additional insured".

14. Contractor hereby agrees to comply and states it is in compliance with all applicable laws and regulations governing the services to be provided under the contract, including, but not limited to, Occupational Safety and Health Act (OSHA), Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title

15. Contractor agrees to comply with the Americans with Disabilities Act (ADA) and not discriminate against applicants, Health Department patients, or employees with disabilities.

16. Contractor certifies that no Health Department employee is a partner, shareholder, owner, officer or employee of the Contractor and that no Health Department employee will directly or indirectly receive any benefits from the Contractor and that no Health Department employee will directly or indirectly receive any benefits from the contract. Moreover, Contractor agrees to provide The Health Department the names of all family members spouse, child, grandparent, aunt, uncle, nephew, or niece) or family members of employees of the Contractor who are Health Department employees. Failure to provide such information is a violation of the Kentucky Revised Statutes.

17. **Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use.**

The Contractor agrees that it and any employee or agent acting in its behalf in providing services under this Agreement will abide by the state and federal rules and regulations governing access to and use of information and data provided by the Health Department or collected by the Contractor and will use such information or data only for those purposes expressly delineated, defined and authorized in this Agreement. In the performance of services under this Agreement, the Contractor agrees as follows:

a. The Contractor shall cause all personnel who may have access to confidential information provided by the Health Department to enter into Health Department approved confidentiality agreements and shall maintain such confidentiality agreements on file. The Health Department reserves the right to direct the removal from contract administration, or the termination of access to Health Department provided information, for any individual covered by this Agreement who has not signed a confidentiality agreement.

b. Any subcontractor engaged by the Contractor to fulfill the requirements of this Agreement must provide written assurances that it and its agents and employees will abide by the terms of confidentiality as set forth in this Agreement, as well as any federal or state confidentially agreement which may govern the terms and conditions in this Agreement.

c. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Agreement, must first be reviewed by the Health Department’s project manager and must have the Health Department’s written approval before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

d. The Contractor shall permit unrestricted access on demand to personnel of the Health Department, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

18. **HIPAA Compliance:**
The Business Associate Agreement pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E ("Privacy Rule"), LFCHD is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information ("PHI') that it will use and disclose when performing functions, activities or services ("Services") for LFCHD. The Business Associate by signing the contract shall comply with the following terms in addition to other applicable contract terms and conditions relating to the safekeeping, use and disclosure of PHI. Any previous Business Associate Agreement shall auto-renew when contract is in place between Business Associate and Covered Entity.

19. Discrimination Clause: The Health Department is an equal opportunity employer. Contractor hereby agrees not to discriminate in regard to race, color, creed, age, sex, national origin or disability and shall comply with all applicable laws and regulations governing the services to be provided under the contract, including, but not limited to, Title VI of the Civil Rights Act of 1964 to include the Federal Executive Order No. 13166 which requires that recipients of federal funds, its contractors, agents or subcontractors, shall provide language assistance designed to ensure meaningful access to services and that all person(s) can communicate effectively when services for persons with Limited English Proficiency (LEP)are provided. In addition, the Contractor agrees to comply with all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title.

20. Licenses and Certifications: Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor (includes all medical professionals).

21. Eligibility: The Contractor certifies that the Contractor, its agents, and sub-contractors are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension". (24 CFR 24.505)

22. Electronic Storage/Signature: The parties hereto agree and

stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

23. Conflict of Interest:

    a. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to a conflict of interest and that no Health Department employee will directly or indirectly receive any benefits from the contract.

    b. The Contractor agrees that if an actual or potential conflict of interest is discovered after the award of this contract, the Contractor shall make a full disclosure in writing within five (5) business days of discovery. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict.

    c. Failure to provide such information is a violation of the Kentucky Revised Statutes.

24. Compliance Program:

    a. The Contractor has been made aware that the Health Department operates in accordance with a corporate compliance program and has on staff, Compliance /Privacy Officer (859-899-2257) as the contact person regarding

questions, complaints or reports of non-compliance with any terms or conditions of this contract or any ethical, professional or legal standard or law which impacts both parties. It is understood that should the Contractor be found to have violated the compliance policies, the Health Department can terminate this Contract upon written notice.

b. The Contractor has been informed that a copy of the Health Departments Notice of Privacy Practices can be viewed at http://www.lfchd.org and has been advised to review the policies of the Compliance Program.

25. This contract is made and entered into in the Commonwealth of Kentucky, and shall in all respects be interpreted, enforced, and governed by the laws of the Commonwealth of Kentucky. The language of all parts of this contract shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties hereto. Contractor consents to the exclusive jurisdiction and venue of courts located in Fayette County, Kentucky, and agrees to waive any argument of lack of personal jurisdiction or forum non-conveniens with respect to any claim or controversy arising out of or relating to this contract, any actions taken pursuant to this contract, or any other contact or communication regarding this contract.

26. If any provision of this contract, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this contract, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties executed this Contract the day, month and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

_____ _____
AUTHORIZED SIGNATURE DATE

FEDERAL ID #: 61-0858140 SOCIAL SECURITY #:

TITLE: **LINDA GORTON, MAYOR**

TELEPHONE: **859-258-3100**

PERSON TO CONTACT WITH BILLING PROBLEMS:

NAME: Amanda Patrick PHONE: 859-288-4067

HEALTH DEPARTMENT:

_____ _____
INTERIM CHIEF ADMINISTRATIVE OFFICER **DATE**

_____ _____
CHIEF FINANCIAL OFFICER **DATE**

_____ _____
COMMUNITY HEALTH OFFICER **DATE**

***CONTRACTOR:** Urban County Government/Family Care Center

*For Follow-up please provide: Copy of Liability Insurance and Agency License

Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount
		LFUCG	ACCOUNT	63121	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	330,754
		LFUCG	ACCOUNT	63511	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	65,192
		LFUCG	ACCOUNT	63615	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	32,575
		LFUCG	ACCOUNT	63621	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	22,557
		LFUCG	ACCOUNT	63622	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	146
		LFUCG	ACCOUNT	63624	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	5,276
		LFUCG	ACCOUNT	63625	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	500
		LFUCG	REVEST	44010	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	-356,000
		LFUCG	REVEST	44040	606401	3190	6404		HOME_NET_2025	MS_GRANT	2025		2025	-101,000

Descr
NON-CIVIL SERVICE SALARIES
PENSION
LIFE/HEALTH/DENTAL/VISION
FICA
UNEMPLOYMENT INSURANCE
MEDICARE
VOLUNTARY BENEFITS
INTERGOVERNMENTAL-FEDERAL
INTERGOVERNMENTAL-STATE

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT FROM THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF $356,000.00 IN FEDERAL FUNDS AND $101,000.00 IN COMMONWEALTH OF KENTUCKY FUNDS (INCLUDING $41,000.00 IN 853 HOME VISITING SERVICE GRANT FUNDS), FOR A TOTAL OF $457,000.00 FOR THE HOME NETWORK PROGRAM, ALSO KNOWN AS KENTUCKY HEALTH ACCESS NURTURING DEVELOPMENT SERVICES (HANDS), FOR THE FAMILY CARE CENTER FOR FY 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, and accept a Grant from the Lexington-Fayette County Health Department, which Grant funds are in the amount of $356,000.00 in Federal funds and $101,000.00 in Commonwealth of Kentucky funds (including $41,000.00 in 853 Home Visiting Service Grant funds) for a total of $457,000.00 for the Home Network Program, also known as Kentucky Health Access Nurturing Development Services (HANDS), at the Family Care Center for FY 2025, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0661-24/Grants/ANB/4864-2590-5609, v. 1

RESOLUTION NO. 355 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT FROM THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF $356,000.00 IN FEDERAL FUNDS AND $101,000.00 IN COMMONWEALTH OF KENTUCKY FUNDS (INCLUDING $41,000.00 IN 853 HOME VISITING SERVICE GRANT FUNDS), FOR A TOTAL OF $457,000.00 FOR THE HOME NETWORK PROGRAM, ALSO KNOWN AS KENTUCKY HEALTH ACCESS NURTURING DEVELOPMENT SERVICES (HANDS), FOR THE FAMILY CARE CENTER FOR FY 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, and accept a Grant from the Lexington-Fayette County Health Department, which Grant funds are in the amount of $356,000.00 in Federal funds and $101,000.00 in Commonwealth of Kentucky funds (including $41,000.00 in 853 Home Visiting Service Grant funds) for a total of $457,000.00 for the Home Network Program, also known as Kentucky Health Access Nurturing Development Services (HANDS), at the Family Care Center for FY 2025, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

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Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0661-24/Grants/ANB/4864-2590-5609, v. 1

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT
CONTRACT TO RECEIVE SERVICES

THIS AGREEMENT, made and entered into this **1ST DAY OF JULY 2024** by and between the Lexington-Fayette County Health Department, 650 Newtown Pike, Lexington, Kentucky 40508 (hereinafter referred to as "Health Department") and

Family Care Center
(Health Access Nurturing Development Services)
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

(hereinafter referred to as "Contractor").

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Contractor agrees to the conditions for the Health Access Nurturing Development Services (HANDS) as prescribed by the Kentucky Department for Public Health and as described below:

   a. Attendance at monthly Health Department HANDS program review meetings by the Administrator/Director.
   b. Provision of the HANDS recommended level of supervision to program staff ratio and adequate time allotted for team meetings.
   c. Staff assigned to the program will meet program parents of diverse backgrounds in a non-judgmental, supportive, strength-based approach.
   d. Timely completion of staff training as specified by program policies and procedures.
   e. The reporting of program data in a timely manner.
   f. Adequate staff time allowed for technical assistance provided by state and state designated staff and follow-up and corrective action as recommended.
   g. State HANDS program funds will be paid to HANDS service providers based upon the number of families served and outcomes achieved.

2. The contractor agrees to provide adequate management to control

HANDS services as follows:

a. Report expenses and revenues monthly no later than the first 5 working days of the following month via electronic means to the Department of Public Health.
b. Report progress of interventions monthly no later than the 1st of the following month via electronic means to the Department of Public Health.
c. Adhere to the Department for Public Health HANDS Program Standards and be bound by the same terms and conditions of the Department for Public Health.
d. Make available all contractor financial reports of all reimbursed funds under this contract for review by the Health Department and/or the Department for Public Health when requested to do so.
e. Comply with the annual Department for Public Health HANDS audit requirements. A copy of the audit shall be provided to the Health Department when requested to do so.

3. Health Department agrees to perform the services as hereinafter described to the Contractor:

a. Provide the terms and conditions of the Department for Public health approved statewide plans (HANDS).

4. The Health Department, acting as the sole contractor with the department for Public Health, agrees to remit to Family Care Center, all monies received for services provided by Family Care Center, per the Remittance Advice from Department of Public Health. Remittance will be payable within (30) thirty days after receipt by the Health Department. An annual administrative fee of $1500.00 will be deducted from the monthly payment to contractor in the amount of $125.00 per month.

5. The Health Department's Medicaid/non-Medicaid/Home Visiting Grant payments shall not exceed a total of ***$457,000.00***. ***The Contractor's billing for cost center 853 Medicaid clients in HANDS shall not exceed a total of $356,000.00 and cost center 853 non-Medicaid shall not exceed $60,000.00. The Contractor's billing for cost center 853 HANDS Home Visiting Services Grant shall not exceed $41,0000.00.***

a. Contract maximum payments will be reviewed at mid-year and may be adjusted due to contractor performance.

6. Once Health Department capacity is reached, they will notify

Contractor that intake is closed and refer families to Contractor for services. Contractor will accept HANDS program referrals from Health Department until Contractor capacity is reached. Contractor will notify Health Department HANDS Team Leader when capacity is reached and intake closed.

7. Health Department reserves the right to request that Contractor substantiate the sum demanded for remuneration before the Health Department is required to render payment. Payment is not due from the Health Department until the contracted services have been provided to the Department's satisfaction. "No taxes will be withheld from payments to contractors."

8. All invoices may be approved by the Commissioner of Health or assigned designee. Responsibility to ensure that contract invoices are properly reviewed and approved shall rest with each department designee. Approval is based upon verification that the goods or services rendered and invoiced for, were appropriately received in an acceptable manner and the invoice reflects the agreed upon price per contract. In approving invoices these individuals are attesting that, to the best of their knowledge, the invoices they are approving are accurate, valid and appropriately coded with the correct cost center and expense account.

9. The period within the current fiscal year in which the subject services are to be performed is from **JULY 1, 2024 TO JUNE 30, 2025.**

10. Either Party may for any reason, at its option, terminate this agreement at any time provided the Contractor receives thirty (30) day notice in writing.

11. The parties to this contract intend that the relationship between them created by this contract is that of independent contractors. No agent, employee, or servant of the Contractor shall be deemed to be the employee, agent or servant of Health Department. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the contract.

12. Health Department shall exercise no control, direct, indirect or otherwise, over the decisions or operations of Contractor, including but not limited to the Contractor's use of any funds contemplated or granted herein, and shall have no liability for any loss or damages resulting therefrom. To the extent permitted by law and without waiving the defense of sovereign immunity, Contractor shall indemnify and hold harmless Health Department

against all liabilities, losses, damages, claims and actions based upon or arising out of damage or injury (including death) to persons, entities or property caused by or sustained in connection with the performance of this contract or by conditions created hereby, or upon any violation of any statute, ordinance, code or regulation in connection herewith.

13. "Health Department understands the Contractor is self-insured at the time of contracting. However, should Contractor's status as a self-insured entity change during the terms of this contract, then Contractor shall maintain such insurance as shall be required to fully insure Contractor and Health Department against all claims of all kinds and nature for any damage to property or for personal injury (including death) made by anyone whomsoever, that may arise from operations carried on under this contract, either by Health Department or Contractor. The coverage shall be in an amount sufficient to insure Contractor and Health Department fully against any such loss, and shall name Health Department as an additional insured".

14. Contractor hereby agrees to comply and states it is in compliance with all applicable laws and regulations governing the services to be provided under the contract, including, but not limited to, Occupational Safety and Health Act (OSHA), Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title

15. Contractor agrees to comply with the Americans with Disabilities Act (ADA) and not discriminate against applicants, Health Department patients, or employees with disabilities.

16. Contractor certifies that no Health Department employee is a partner, shareholder, owner, officer or employee of the Contractor and that no Health Department employee will directly or indirectly receive any benefits from the Contractor and that no Health Department employee will directly or indirectly receive any benefits from the contract. Moreover, Contractor agrees to provide The Health Department the names of all family members spouse, child, grandparent, aunt, uncle, nephew, or niece) or family members of employees of the Contractor who are Health Department employees. Failure to provide such information is a violation of the Kentucky Revised Statutes.

17. **Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use.**

The Contractor agrees that it and any employee or agent acting in its behalf in providing services under this Agreement will abide by the state and federal rules and regulations governing access to and use of information and data provided by the Health Department or collected by the Contractor and will use such information or data only for those purposes expressly delineated, defined and authorized in this Agreement. In the performance of services under this Agreement, the Contractor agrees as follows:

a. The Contractor shall cause all personnel who may have access to confidential information provided by the Health Department to enter into Health Department approved confidentiality agreements and shall maintain such confidentiality agreements on file. The Health Department reserves the right to direct the removal from contract administration, or the termination of access to Health Department provided information, for any individual covered by this Agreement who has not signed a confidentiality agreement.

b. Any subcontractor engaged by the Contractor to fulfill the requirements of this Agreement must provide written assurances that it and its agents and employees will abide by the terms of confidentiality as set forth in this Agreement, as well as any federal or state confidentially agreement which may govern the terms and conditions in this Agreement.

c. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Agreement, must first be reviewed by the Health Department's project manager and must have the Health Department's written approval before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

d. The Contractor shall permit unrestricted access on demand to personnel of the Health Department, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

18. **HIPAA Compliance:**
The Business Associate Agreement pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E ("Privacy Rule"), LFCHD is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information ("PHI') that it will use and disclose when performing functions, activities or services ("Services") for LFCHD. The Business Associate by signing the contract shall comply with the following terms in addition to other applicable contract terms and conditions relating to the safekeeping, use and disclosure of PHI. Any previous Business Associate Agreement shall auto-renew when contract is in place between Business Associate and Covered Entity.

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stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

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    a. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to a conflict of interest and that no Health Department employee will directly or indirectly receive any benefits from the contract.

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    a. The Contractor has been made aware that the Health Department operates in accordance with a corporate compliance program and has on staff, Compliance /Privacy Officer (859-899-2257) as the contact person regarding

questions, complaints or reports of non-compliance with any terms or conditions of this contract or any ethical, professional or legal standard or law which impacts both parties. It is understood that should the Contractor be found to have violated the compliance policies, the Health Department can terminate this Contract upon written notice.

b. The Contractor has been informed that a copy of the Health Departments Notice of Privacy Practices can be viewed at http://www.lfchd.org and has been advised to review the policies of the Compliance Program.

25. This contract is made and entered into in the Commonwealth of Kentucky, and shall in all respects be interpreted, enforced, and governed by the laws of the Commonwealth of Kentucky. The language of all parts of this contract shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties hereto. Contractor consents to the exclusive jurisdiction and venue of courts located in Fayette County, Kentucky, and agrees to waive any argument of lack of personal jurisdiction or forum non-conveniens with respect to any claim or controversy arising out of or relating to this contract, any actions taken pursuant to this contract, or any other contact or communication regarding this contract.

26. If any provision of this contract, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this contract, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties executed this Contract the day, month and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Linda Gorton
AUTHORIZED SIGNATURE

DATE

FEDERAL ID #: 61-0858140 SOCIAL SECURITY #:

TITLE: **LINDA GORTON, MAYOR**

TELEPHONE: **859-258-3100**

PERSON TO CONTACT WITH BILLING PROBLEMS:

NAME: Amanda Patrick PHONE: 859-288-4067

HEALTH DEPARTMENT:

INTERIM CHIEF ADMINISTRATIVE OFFICER — **DATE** 6-13-24

CHIEF FINANCIAL OFFICER — **DATE** 6/12/24

COMMUNITY HEALTH OFFICER — **DATE** 6/12/24

***CONTRACTOR:** Urban County Government/Family Care Center

*For Follow-up please provide: Copy of Liability Insurance and Agency License

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0662-24

File ID:	0662-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	247-2024	**In Control:**	Urban County Council
				File Created:	06/14/2024
File Name:	Request Council authorization to accept an award of $4,000 from the Energy and Environment Cabinet, Department of Environmental Protection Division of Waste Management for waste tire disposal/recycling for Fiscal Year 2025.			**Final Action:**	07/02/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the Ky. Energy and Environment Cabinet, Dept. of Environmental Protection, Div. of Waste Management, which Grant funds are in the amount of $4,000 in Commonwealth of Ky. funds for Fiscal Year 2025 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Thurman]

Notes: Signed and filed in the CCO. Returned to Mason Coffey 9/24/2024. MS

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	24-Blue Sheet Memo Waste Tire, FY25 Budget Amendment - WSTE_TIRE_2025, Waste Tire Grant 24-25 Chk 25390544, RESO 0662-24 (Waste Tire Disposal Recycling Grant) 4880-3225-8505 v.1.docx, R-356-2024, Contract #247-2024	**Enactment Number:**	R-356-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
2	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		
2	Urban County Council	07/02/2024	Approved				Pass

Text of Legislative File 0662-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the Ky. Energy and Environment Cabinet, Dept. of Environmental Protection, Div. of Waste Management, which Grant funds are in the amount of $4,000 in Commonwealth of Ky. funds for Fiscal Year 2025 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Thurman]

Summary

Authorization to accept an award of $4,000 from the Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management for waste tire disposal/recycling for FY 2025. (L0662-24) (Thurman/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: FY25 Budget amendment is in process.

Account Number: 3400-303102-3051-71210

This Fiscal Year Impact: $4,000

Annual Impact: $0

Project: WSTE_TIRE_2025

Activity: STA_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 14, 2024**

SUBJECT **Acceptance of FY 2025 Disposal/Recycling of Waste Tires Grant**

Request: Council authorization to accept an award of $4,000 from the Energy and Environment Cabinet, Department of Environmental Protection Division of Waste Management for waste tire disposal/recycling for Fiscal Year 2025.

Purpose of Request: The Department of Environmental Quality and Public Works submitted an application requesting state funds of $4,000 from the Energy and Environment Cabinet Department of Environmental Protection Division of Waste Management for the disposal/recycling of waste tires. Funding for this grant comes from the Waste Tire Trust Fund established in KRS 224.50-880.

What is the cost in this budget year and future budget years? $4,000 has been awarded for Fiscal Year 2025. Funds for future fiscal years are dependent upon available state funds.

Are the funds budgeted? FY25 budget amendment is in process.

File Number: 0662-24

Director/Commissioner: Thurman/Albright

Don’t worry about this column	Don’t worry about this column											Don’t worry about this column	Expenditures in this column	Revenue in this column	
Type	**Date**	**Business**	**Ledger**	**Account**	**Dept ID**	**Fund**	**Section**	**Site**	**Project**	**Activity**	**Budget Reference**	**PCBU**	**Amount**	**Rev Amt**	**Descr**
		LFUCG	ACCOUNT	71210	303102	3400	3051		WSTE_TIRE_2025	STA_GRANT	2025		4,000.00		PROF SVC - WASTE DISPOSAL
		LFUCG	REVEST	44040	303102	3400	3051		WSTE_TIRE_2025	STA_GRANT	2025			4,000.00	INTERGOVERNMENTAL--STATE

QUESTIONS, CALL (877)973-4357

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY

CHECK CAT: STM VENDOR: KY0032969 DATE: 06/03/2024

PAYMENT DOCUMENT					
CD	DEP	DOC NUMBER	INVOICE NO.	DESCRIPTION	AMOUNT
GAX	129	2400095478	WASTE TIRE GRANT/24-25	LEXINGTON FAYETTE URBAN	4,000.00
					4,000.00
CHECK NO:		25390544		TOTAL	4,000.00

RECEIVED
JUN 11 2024
GRANTS & SPECIAL PROGRAMS

THE BACKGROUND OF THIS DOCUMENT IS BLUE WITH A GREEN WARNING BAND. THERE IS A SECURITY MARK ON THE BACK. DO NOT ACCEPT WITHOUT THESE FEATURES.

JPMorgan Chase Bank, N.A.
Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
Frankfort, Kentucky

21-13
830

Check Number
GA 25390544

Date: 06/03/2024

Four Thousand And 00/100 Dollars

Pay to the Order of
LEXINGTON FAYETTE URBAN CO GOVERNMENT
200 EAST MAIN STREET
LEXINGTON KY 40507

$*******4,000.00

Valid for one(1) year

⑈25390544⑈ ⑆083000137⑆ 9368364021⑈

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WASTE MANAGEMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $4,000.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR FISCAL YEAR 2025 FOR THE DISPOSAL AND RECYCLING OF WASTE TIRES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management, which Grant funds are in the amount of $4,000.00 in Commonwealth of Kentucky funds for Fiscal Year 2025 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0662-24/Grants/ANB/4880-3225-8505, v. 1

RESOLUTION NO. 356 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WASTE MANAGEMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $4,000.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR FISCAL YEAR 2025 FOR THE DISPOSAL AND RECYCLING OF WASTE TIRES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management, which Grant funds are in the amount of $4,000.00 in Commonwealth of Kentucky funds for Fiscal Year 2025 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0662-24/Grants/ANB/4880-3225-8505, v. 1

2024 KENTUCKY WASTE TIRE MANAGEMENT PROGRAM AGREEMENT

ENERGY & ENVIRONMENTAL CABINET
2024 Waste Tire Management Program

We, Lexintgon-Fayette Urban County Government (LFUCG), hereby agree to the following conditions for the 2024 Kentucky Waste Tire Management Program authorized under KRS 224.50-880. The tire funds shall be used for the direct costs associated with the waste tire removal and processing as specified in the state's contract awarded through a procurement bid process.

1. OBLIGATIONS OF THE COUNTY

We, the Lexington-Fayette Urban County Government (LFUCG), understand and agree to the following:

LFUCG shall undertake the following obligations:

1.1. LFUCG shall designate and identify to the Cabinet a project coordinator by August 1, 2024 to administer the waste tire management program.

1.2. LFUCG shall participate in the training and planning program conducted by the Cabinet through local Area Development District agency.

1.3. LFUCG shall conduct a multi-media program including but not limited to newspapers, radio, and local cable TV to educate its citizens on correct waste tire management and promote the waste tire management program. Fayette County shall also enlist the cooperation of any local agency, including, but not limited to, the local health department, Farm Bureau, Federal Farm Services Agency, conservation district and Fayette County extension agent in the educational and promotional program.

1.4. LFUCG shall note in all of its promotional efforts that the Waste Tire Management Program is jointly sponsored by the state Division of Waste Management and LFUCG.

1.5. LFUCG shall provide a "**MINIMUM OF THREE**" **(3)** staff during the scheduled management program weekend that consist of three days (October 31, November 1, 2) to unload waste tires from program participants' vehicles and/or trailers and "**ONE**" additional person to greet program participant, provide direction and answer questions.

1.6. LFUCG shall monitor the eligibility of program participants.

1.7. LFUCG shall, if it so chooses, or if the Cabinet is unable to schedule the DOH facility, designate an alternate central staging area no later than August 30, 2024.

1.8. LFUCG shall accept and assist in management of waste tires at the central staging area in a manner that will make them easily accessible by the Contractor and work with the contractor to manage the waste tires during the event.

1.9. LFUCG shall provide access for traffic safety at the central staging area so designated and comply with substantive provisions of the state program for the storage of waste tires.

1.10. LFUCG shall, where necessary, assist eligible participants in the management program with the transportation of waste tires to the central staging area.

1.11. LFUCG shall identify tractor-trailer accessible accumulations of 1500 to 5000 waste tires, calculated in Passenger Tire Equivalents in Fayette County not later than fourteen (14) days prior to the County's scheduled event.

1.12. LFUCG shall also identify any accumulations of more than 5000 waste tires, calculated in Passenger Tire Equivalents, and accumulations of between 1500 and 5000 waste tires that are not tractor-trailer accessible in Fayette County not later than fourteen (14) days prior to the County's scheduled management event for future cleanup efforts.

1.13. LFUCG shall perform any necessary tasks to ensure the proper operation of the waste tire management program not specifically listed in this agreement.

1.14. LFUCG shall cooperate fully with the Cabinet in order to facilitate the obligations set out in this AGREEMENT, including but not limited to allowing the Cabinet to inspect all records pertaining to the project at any time.

1.15. LFUCG shall begin the planning phase of the project upon its acceptance of this Agreement, and shall complete the project no later than October 26, 2024.

1.16. LFUCG shall return the signed agreement to the Cabinet not later than September 2, 2024.

2. OBLIGATIONS OF THE CABINET

The Cabinet shall undertake the following obligations:

2.1. The Cabinet shall designate a primary contact person for the management program.

2.2. The Cabinet shall select a Contractor to load, transport, and recycle tires accumulated by LFUCG through the waste tire management program located at the central staging area and/or any approved special staging areas.

2.3. The Cabinet shall require the contractor to have each truck load of waste tires weighed at an independent certified scale and provide a report of all loads hauled by the Contractor under the waste tire management program and will provide a summary to the county.

2.4. The Cabinet shall conduct a management program training and planning session for participating counties through each state Area Development District.

2.5. The Cabinet, where possible, will schedule the Kentucky Transportation Cabinet, Department of Highways (DOH) highway maintenance facility in each county as a central staging area where waste tires can be brought by parties eligible to participate in LFUCG's waste tire management program.

2.6. The Cabinet may designate tractor-trailer accessible accumulations of between 1500 and 5000 tires as special staging areas to be serviced by the Contractor, subject to the county's obligations following.

Lexington-Fayette Urban County Government (LFUCG)

Signature: Linda Gorton Date: 9/23/24

Mayor Linda Gorton
Lexington-Fayette Urban County Government
200 East Main St.
Lexington, KY 40507
Phone: (859) 258-3100

Please sign in Blue Ink

Signature: Lauren Monahan Date: 8/9/2024

Print: Lauren Monahan
(Contact Person/Project Manager)

Please sign in Blue Ink

Division of Waste Management

Signature: _____ Date: _____

Grant White
RAS Supervisor
300 Sower Blvd
Frankfort, KY 40601

Please sign in Blue Ink

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0663-24

File ID:	0663-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	188-2024	**In Control:**	Urban County Council
				File Created:	06/14/2024
File Name:	Request Council authorization to execute an amendment to the Garden Meadows Homeowners Association Neighborhood Action Match agreement providing an extension of the project to December 1, 2024 at no additional cost due to delays.			**Final Action:**	07/02/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Neighborhood Action Match Program Agreement with the Garden Meadows Homeowners Association, extending the period of performance through December 1, 2024, at no additional cost to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

Notes: Stamped and filed in CCO. copies given back to Celia via pick up. 7.9 AA

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	24-Blue Sheet Memo Garden Meadows HOA Extension, NAMP Amendment- Garden Meadows HOA, RESO 0663-24 (NAMP Amendment) 4891-3346-0169 v.1.docx, R-357-2024, Contract #188-2024	**Enactment Number:**	R-357-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
2	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		
2	Urban County Council	07/02/2024	Approved				Pass

Text of Legislative File 0663-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute an Amendment to the Neighborhood Action Match Program Agreement with the Garden Meadows Homeowners Association, extending the period of performance through December 1, 2024, at no additional cost to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to execute an Amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement providing an extension of the project to December 1, 2024, due to delays, at no additional cost. (L0663-24) (Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 6/17/2024

Risk Management: N/A

Fully Budgeted: Yes, funds previously Budgeted.

Account Number: 1101-160202-1427-71299

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 14, 2024**

SUBJECT: **Amendment to the agreement for Garden Meadows Homeowners Association, Inc. under the Neighborhood Action Match Program**

Request: Council Authorization to execute an amendment to the Garden Meadows Homeowners Association Neighborhood Action Match agreement providing an extension of the project to December 1, 2024 at no additional cost due to delays.

Purpose of Request: On September 22, 2022 (Resolution 557-2022), Council authorized the award of $8,000 in Neighborhood Action Match Program funds to the Garden Meadows Homeowners Association, Inc. To build a fence in the neighborhood cemetery, adding foliage to the cemetery, placing signs at the entrance of the neighborhood "Deed Restricted Community", and enhancing the appearance of the main entrance by repainting the neighborhood sign.

Garden Meadows Homeowners Association request an extension to December 1, 2024 due to weather related setbacks with contractors.

Cost in this Budget year: N/A

Are the funds budgeted? Yes, funds previously budgeted.

File Number: 0663-24

Director/Commissioner: Reynolds/Lanter

GRANT AGREEMENT
AMENDMENT NO. 1

THIS GRANT AGREEMENT ("Contract") AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Garden Meadows Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into a contract dated October 18, 2022 under the terms of which the Government granted to the Association $8,000 to build a fence in the neighborhood cemetery, adding foliage to the hill in the cemetery, adding "Deed Restricted Community" signs to the entrance of the neighborhood, and to enhance the appearance of the main entrance by repainting the neighborhood sign and upgrading the overall appeal of the focal point of the neighborhood upon entrance; and

WHEREAS, the parties wish to modify the contract;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

The Government hereby amends period of performance to extend the agreement through December 1, 2024.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
LINDA GORTON, MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL

GARDEN MEADOWS HOMEOWNERS ASSOCIATION

BY:_____

TITLE:_____

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE NEIGHBORHOOD ACTION MATCH PROGRAM AGREEMENT WITH THE GARDEN MEADOWS HOMEOWNERS ASSOCIATION, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 1, 2024, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Neighborhood Action Match Program Agreement, which is attached hereto and incorporated herein by reference, with the Garden Meadows Homeowners Association, extending the performance period through December 1, 2024, at no additional cost.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0663-24:ANB:4891-3346-0169, v. 1

RESOLUTION NO. 357 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE NEIGHBORHOOD ACTION MATCH PROGRAM AGREEMENT WITH THE GARDEN MEADOWS HOMEOWNERS ASSOCIATION, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 1, 2024, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Neighborhood Action Match Program Agreement, which is attached hereto and incorporated herein by reference, with the Garden Meadows Homeowners Association, extending the performance period through December 1, 2024, at no additional cost.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0663-24:ANB:4891-3346-0169, v. 1

GRANT AGREEMENT
AMENDMENT NO. 1

THIS GRANT AGREEMENT ("Contract") AMENDMENT is made and entered into this 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Garden Meadows Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into a contract dated October 18, 2022 under the terms of which the Government granted to the Association $8,000 to build a fence in the neighborhood cemetery, adding foliage to the hill in the cemetery, adding "Deed Restricted Community" signs to the entrance of the neighborhood, and to enhance the appearance of the main entrance by repainting the neighborhood sign and upgrading the overall appeal of the focal point of the neighborhood upon entrance; and

WHEREAS, the parties wish to modify the contract;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

The Government hereby amends period of performance to extend the agreement through December 1, 2024.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

GARDEN MEADOWS HOMEOWNERS ASSOCIATION

BY: _____

TITLE: President

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0664-24

File ID:	0664-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	181-2024	**In Control:**	Urban County Council
				File Created:	06/16/2024
File Name:	MOU - U.S. Department of Treasury, Financial Crimes Enforcement Network			**Final Action:**	07/02/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the U.S. Dept. of Treasury, for access to investigative data. [Div. of Police, Weathers]

Notes: received in office 6.21- will need mayor's signature. AA
original filed in CCO, second copy sent to Renita via interoffice. 7.3 AA

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	Cover Memo - Memorandum of Understanding – U.S. Department of Treasury, Financial Crimes Enforcement Network, FinCEN Cover Letter, FinCEN MOU, FinCEN Bank Secrecy Act #1, FinCEN Bank Secrecy Act #2, 664-24 us treasury 4896-2294-2153 v.1.doc, R-358-2024, Contract #181-2024	**Enactment Number:**	R-358-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		
1	Urban County Council	07/02/2024	Approved				Pass

Text of Legislative File 0664-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the U.S. Dept. of Treasury, for access to investigative data. [Div. of Police, Weathers]

Summary

Authorization to accept a Memorandum of Understanding (MOU) with the U.S. Department of Treasury, Financial Crimes Enforcement Network (FinCEN) for continued access to FinCEN, and for authorized users to access investigative data that is beneficial to financial investigations. No Budgetary impact. (L0664-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 6/13/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $ -0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: June 16, 2024

SUBJECT: Memorandum of Understanding – U.S. Department of Treasury, Financial Crimes Enforcement Network

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Request
Authorization to accept the attached Memorandum of Understanding (MOU) with the U.S Department of Treasury, Financial Crimes Enforcement Network (FinCEN).

Why are you requesting?
This MOU allows continued access to FinCEN, and allows authorized users to access investigative data that is beneficial to financial investigations. The attached MOU requires Mayor Gorton's signature and Council approval. Upon acquiring Mayor's signature, please return to the Chief's Office to acquire additional signature.

What is the cost in this budget year and future budget years? N/A

Are the funds budgeted? N/A

File Number: 0664-24

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

Financial Crimes Enforcement Network
U.S. Department of the Treasury

Washington, D.C. 20220

June 5, 2024

Jason Newman
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
jhnewman@lexingtonpolice.ky.gov

via Electronic Mail

Re: Revised Bank Secrecy Act Access Memorandum of Understanding

Dear Mr. Newman,

As part of the Financial Crimes Enforcement Network's (FinCEN's) ongoing commitment to safeguard the sensitive information reported to the Treasury Department pursuant to the Bank Secrecy Act (BSA), FinCEN has updated the Memoranda of Understanding (MOUs) that govern external agency access to BSA Information (as that term is defined in the MOU). This effort is a priority for FinCEN.

As part of that effort, I am writing regarding access to BSA Information by the Lexington-Fayette Urban County Government (Kentucky) (Agency) through FinCEN Query and any related systems. With this letter, FinCEN is providing an updated MOU and accompanying documents, which will replace the existing MOU in place between FinCEN and the Agency and will set forth the terms, conditions, and standards for your Agency's continued access to and use of BSA Information moving forward. Attached please find the following documents:

(1) Revised BSA Access Memorandum of Understanding
(2) Re-dissemination Protocols for Bank Secrecy Act Information-November 2023
(3) Information Access Security Protocols for Bank Secrecy Act Information-November 2023

We ask that you and the appropriate officials from the Agency review these documents carefully. These documents represent FinCEN's current practices regarding safeguarding of BSA Information, consistent with the BSA.

The attached MOU must be signed by an authorized official of the Agency within 30 days of the date of this letter and returned to FinCEN. The signatory from the Agency must be an official at the appropriate level who is authorized to bind the Agency to this MOU. This

document should be electronically signed. If you are unable to do so, please let us know. The MOU should be **returned to FinCEN by replying all to the original transmittal email**. Once FinCEN receives a signed MOU, FinCEN will promptly sign and return a fully executed copy of the document to you.

If you have questions about this requirement or any other questions or concerns regarding these updated documents, please contact FinCEN immediately. Once executed, this MOU will supersede and replace any and all prior MOUs and accompanying documents regarding the Agency's access to BSA Information and will govern the Agency's access to BSA Information going forward.

FinCEN values our partnership with the Agency and also takes its obligation to safeguard BSA Information extremely seriously. Accordingly, failure to respond to this letter within 30 days may result in FinCEN disabling the Agency's access to BSA Information. We look forward to hearing from you and would be happy to discuss any questions you may have.

Sincerely,

Lynda K. Gammon

Digitally signed by Lynda K. Gammon
Date: 2024.06.05 16:55:31 -04'00'

Lynda K. Gammon
Office Director
Operational Information and Development
FinCEN Strategic Operations Division

cc: Katherine Ford, Associate Director, FinCEN Strategic Operations Division

Attachments:

1. Revised BSA Access Memorandum of Understanding
2. Re-dissemination Protocols for Bank Secrecy Act Information-November 2023
3. Information Access Security Protocols for Bank Secrecy Act Information-November 2023

Bank Secrecy Act Access Memorandum of Understanding Between the Financial Crimes Enforcement Network and the Lexington-Fayette Urban County Government (Kentucky)

This Memorandum of Understanding (MOU) is between the Financial Crimes Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, and the Lexington-Fayette Urban County Government (Kentucky) (Agency). This MOU states the terms under which the Agency may obtain direct electronic access to information collected pursuant to the reporting authority contained in the Bank Secrecy Act (BSA), codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X. This MOU includes and incorporates by reference the following documents, which, as set forth herein, may be periodically updated with notice to the Agency: (1) Re-Dissemination Protocols for Bank Secrecy Act Information, included as Attachment A (Re-Dissemination Protocols); and (2) the Information Access Security Protocols for Bank Secrecy Act Information, included as Attachment B (Security Protocols), collectively the "Protocols." To the extent that FinCEN and the Agency have entered into previous BSA access agreements, this MOU and accompanying Protocols supersede any and all such agreements including the most recent version of their attachments.

(1) Definitions: For purposes of this MOU, the definitions set forth below apply.

(A) Authorized Personnel: All individuals who have been granted access to FinCEN BSA Systems to conduct authorized queries pursuant to this MOU. Consistent with the requirements set forth in the Security Protocols, Authorized Personnel must be: (1) designated employees of the Agency; or (2) contractors under the supervision of a designated employee of the Agency.

(B) Agency Coordinator: The individual Point of Contact (POC) who represents their Agency in their obligations as specified in this MOU and the Protocols.

(C) FinCEN BSA Systems: The systems through which FinCEN may provide access to the Agency for searching and obtaining BSA Information, as defined in this MOU. For purposes of this MOU, this includes FinCEN Query and any successor to the FinCEN Query System, as well as any other system used to access BSA Information.

(D) Subject: Any person, entity, or transaction that is the basis for a query of the FinCEN BSA Systems system.

(E) BSA Information:[1] Information protected under the BSA, including the following:

(a) Suspicious Activity Reports (SARs);

(b) Currency Transaction Reports (CTRs);

(c) Reports of Foreign Bank and Financial Accounts (FBARs);

[1] This MOU does not cover beneficial ownership information reported to FinCEN pursuant to 31 U.S.C. § 5336.

(d) Reports of International Transportation of Currency or Monetary Instruments (CMIRs);

(e) Form 8300 Reports of Cash Payments over $10,000 Filed by a Trade or Business (Form 8300s);

(f) Information provided in response to any Geographic Targeting Order (GTO);

(g) Registration forms filed by money services businesses (MSB Registration Forms);

(h) Forms completed by banks to designate certain persons as exempt from CTR reporting (DOEP Forms);

(i) Any other information filed with, or obtained by, FinCEN pursuant to its authority under the BSA which FinCEN may make available; and

(j) Any other information concerning whether any particular person, entity, or transaction is named or referred to in any report filed under the BSA, including the type of form filed, whether the information is a null set, and all query results.

(2) Access to BSA Information. This MOU applies to any access of BSA Information, including whether by examination of screen displays, download to an Agency system, transfer to any electronic or physical media, or otherwise directly through FinCEN BSA Systems. The Agency must designate an Agency Coordinator and provide that individual's contact information to FinCEN.

(3) Safeguarding of BSA Information; Unauthorized Disclosures. The safeguarding of BSA Information is critically important, and FinCEN takes this responsibility seriously. In

making BSA Information available to the Agency, FinCEN is relying upon the Agency's commitment to safeguard BSA Information. By signing this MOU, the Agency expressly agrees to safeguard BSA Information made available to the Agency. The Agency expressly agrees to report any unauthorized disclosure of BSA Information to FinCEN immediately. The unauthorized disclosure of SARs, including information that would reveal the existence of a SAR, can be a crime, and FinCEN refers such matters to the Treasury Department's Office of Inspector General. Given the vital importance of safeguarding BSA Information, the Agency expressly agrees to cooperate in any inquiries from FinCEN, the Treasury Department, or relevant law enforcement authorities involving potential unauthorized disclosures of BSA Information, including by providing any information that FinCEN, the Treasury Department, or relevant law enforcement authorities deem necessary to investigate a potential unauthorized disclosure of BSA Information.

(4) Limitations on Access to BSA Information. Authorized Personnel, acting on behalf of the Agency (including in the Agency's capacity as a participant in a multiagency task force), may make direct electronic queries to retrieve BSA Information from FinCEN BSA Systems:

(A) Solely consistent with the legal authority of the Agency; and

(B) Solely for the following purposes: identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Agency, including related proceedings such as civil and criminal forfeiture proceedings.

(C) Limited in scope: BSA Information they obtain through FinCEN BSA Systems should be limited to that BSA Information which is immediately useful

in connection with the specific matter prompting the query and narrowing any query as much as possible based on reasonably available information.

(5) Limitations on Retention of Queried BSA Information. The Agency and Authorized Personnel will make best efforts to retain only that BSA Information that is immediately useful in connection with the specific matter prompting the query through which the BSA Information was obtained, and consistent with applicable law enforcement requirements. The Agency and Authorized Personnel will promptly destroy any and all data, documents, or summaries which contain BSA Information that it has obtained, stored, or generated that is not immediately useful in connection with the specific matter prompting the query.

(6) Limitations on Use of Queried BSA Information. Authorized Personnel may retain and use BSA Information if it continues to be consistent with the Agency's legal authority; and for the identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Agency, including related proceedings such as civil and criminal forfeiture proceedings.

(7) Limitations on Copying and Storing BSA Information. The Agency and Authorized Personnel will make best efforts to obtain advance approval from FinCEN before copying BSA Information into a format that can be accessed outside of FinCEN BSA Systems, when such copy will contain or consist of 5000 or more unique reports covered by Section 1, or substantially all of the information contained in such reports. Any such copies of BSA Information will be stored and maintained solely on a secure government system (or equivalent). The approval described herein is required whether such copy is an electronic file containing images of the reports, an electronic file containing BSA Information in spreadsheet form, a printed document, or a copy in any other format or medium. In the event of exigent

circumstances preventing the Agency from obtaining prior approval, the Agency shall notify FinCEN before the end of the first business day after the copying of records as described in this paragraph. Notwithstanding the foregoing, the following conditions apply:

(A) The Agency will not use BSA Information to develop or contribute to any database not under the control of FinCEN that Agency personnel will be able to search as an alternative to making subsequent direct electronic queries to retrieve BSA Information from FinCEN BSA Systems; and

(B) If the Agency discovers that such a database exists and that it contains BSA Information, the Agency will (i) immediately notify FinCEN; (ii) destroy all BSA Information contained in the database; and (iii) destroy any copies, summaries, or other documents that include or make derivative use of such BSA Information.

(8) Conditions of Access. In addition to requirements set forth in the MOU and Protocols, the Agency agrees that, prior to accessing BSA Information, all Authorized Personnel must: (i) enter into individual user agreements acknowledging the terms and conditions under which they can obtain access to FinCEN BSA Systems; and (ii) fully and accurately complete the FinCEN BSA Systems computer access screens (Access Screens) for the relevant data file, to include the search justification field, conducting any queries or accessing BSA Information.

(9) Continuing Representation and Warranty. Each query under this MOU, including, if applicable, completion of any Access Screen in connection with such query, shall be deemed to constitute a continuing representation and warranty by the Agency that the request for retrieval or use complies with, and any use of retrieved or analyzed information will comply with, the terms of this MOU.

(10) Disclaimer of Liability. FinCEN will make all reasonable efforts to make BSA Information available to the Agency upon the Agency's request, consistent with the terms of this MOU. However, FinCEN expressly disclaims any liability for any consequence of the non-availability of BSA Information through FinCEN BSA Systems for whatever reason.

(11) Re-dissemination of BSA Information. No BSA Information may be disseminated to any person outside the Agency except consistent with the provisions of the Re-Dissemination Protocols. This restriction also applies to case-related information, and to statistical or other information that references, summarizes, or may reveal the existence of BSA Information.

(12) Information about Inquiries by the Agency. FinCEN maintains as part of its internal databases information concerning queries made by Authorized Personnel, including without limitation (i) information contained on the Access Screens completed by Authorized Personnel, if applicable, and (ii) a record of the information in the relevant data files searched, retrieved, or both, by such Authorized Personnel.

(13) Networking. FinCEN seeks to facilitate networking among agencies that may be investigating the same matters. If the Subject of a query under this MOU has been or subsequently becomes the Subject of another query to FinCEN by another agency, FinCEN at its discretion and without obtaining prior permission, may concurrently notify the Agencies making the two queries concerning the match of information about the two queries, provided that (i) such concurrent notification will involve only the name of the Subject queried, sufficient additional information about the Subject to demonstrate the fact of the match, and information about relevant officials to contact at the two Agencies; and (ii) no concurrent notification of a match will be made in a particular case to the extent that the Access Screen completed by either

relevant Agency with respect to that case is specifically marked to indicate the Agency's decision not to permit concurrent notification.

(14) Reports on Use of BSA Information. Upon FinCEN's request, the Agency will supply FinCEN with a report or reports in a format prescribed by FinCEN on information needed to assess the usefulness and impact of the use of BSA Information and networking. This can include but is not limited to (i) the status or results of investigations and prosecutions relating to inquiries made hereunder, including investigations and prosecutions based on referrals from the Agency in connection with such inquiries; and (ii) such other information, including statistical information about the Agency's use of BSA Information hereunder as FinCEN may reasonably request, provided, however, that the Agency may delay providing information concerning any specific investigation or prosecution until such time after the final resolution of that case as the Agency in the reasonable exercise of its discretion deems appropriate.

(15) Records Relating to Re-Dissemination. The Agency agrees not to re-disseminate or share BSA Information with agencies, entities, organizations, or individuals who do not have independent access to BSA Information through an access MOU with FinCEN, except as provided in the Re-Dissemination Protocols or with the express permission of FinCEN. In the event such sharing is authorized, the Agency agrees to maintain records relating to any dissemination of BSA Information to agencies, entities, organizations, or individuals who do not have independent access to BSA Information through an access MOU with FinCEN, consistent with the requirements and procedures set forth in the Re-Dissemination Protocols. The Agency agrees to retain such files and make them available, upon request or as otherwise required by this MOU and accompanying Protocols, to FinCEN, Treasury, or law enforcement.

(16) Records of Queries of BSA Information. The Agency shall ensure that appropriate documentation is maintained for FinCEN with respect to the Agency's compliance with this MOU. Such documentation shall include a written record of the purpose for which every query was conducted that coincides with the query justification noted in the database. A contemporaneous investigative file relating to a Subject will satisfy the requirement to prepare such a written record. The Agency agrees to make such files regarding justification for queries of BSA Information available to FinCEN, Treasury, or law enforcement, upon request by FinCEN.

(17) Agency's Compliance. To ensure the Agency's compliance with the terms of this MOU, FinCEN may (i) request the Agency provide internal review and certification of their compliance; and/or (ii) arrange for and conduct onsite and/or electronic inspections of the Agency's access of FinCEN BSA Systems. The Agency agrees to cooperate and respond timely to all requests and actions initiated by FinCEN to ensure compliance and understands that failure to do so may result in the termination of its access to FinCEN BSA Systems.

(18) Periodic Updates to Protocols. FinCEN reserves the right to revise and supplement the Protocols at any time. Revised Protocols automatically become part of this MOU upon receipt by the Agency. In addition, FinCEN reserves the right to issue additional BSA Information safeguards in connection with this MOU in the future as necessary. The Agency also agrees that any such future safeguards will also automatically become part of this MOU upon receipt by the Agency.

(19) Security; Authorized Personnel. The Agency agrees to follow the steps outlined in the Security Protocols, including confirming that all Agency employees acting as Authorized Personnel (or proposed by the Agency for Authorized Personnel status) are the subject of a

satisfactory background investigation completed in accordance with the Agency's policies, have taken all required training, and met all other requirements specified in the Security Protocols. The Agency must immediately revoke access privileges of Authorized Personnel when they no longer require access to FinCEN BSA Systems. This includes authorized users who (i) are no longer employed by the agency; (ii) have changes in employment status or undergo changes in job duties and responsibilities such that they no longer require access to BSA information; (iii) are subject to personnel actions that implicate matters pertaining to honesty, integrity, or security; or (iv) are the subject of any criminal charges that become known to the Agency.

(20) Control of Records; Open Information and Privacy Laws. BSA Information, or any records thereof, are exempt from search and disclosure under the Freedom of Information Act (FOIA). *See* 31 U.S.C. § 5319. Further, BSA Information "may not be disclosed under any State, local, tribal, or territorial 'freedom of information', 'open government', or similar law." *Id.* The Agency shall promptly notify FinCEN of any FOIA or similar request implicating BSA Information and coordinate any response to such a request with FinCEN FOIA Office. Similarly, the Agency shall promptly notify FinCEN of any Privacy Act or similar request as well as any subpoena implicating BSA Information and coordinate any response to such a request with FinCEN FOIA Office.

(21) Costs. The Agency is responsible for costs to the Agency that may arise in connection with its compliance with this MOU, its use of BSA Information consistent with this MOU, and its receipt of training as contemplated by this MOU, including but not limited to travel expenses of Authorized Personnel for the purpose of receiving training. FinCEN imposes no charges for access to BSA Information hereunder and no charges with respect to the travel

expenses of FinCEN personnel for the purposes of exercising FinCEN's inspection rights or providing training as contemplated by this MOU.

(22) Authority to Sign. The persons identified below as signing on behalf of FinCEN and the Agency have the authority to commit FinCEN and the Agency to the undertakings contained in this MOU for the period during which this MOU is effective.

(23) Effective Date; Termination. This MOU is effective as of the first Monday following the date on which it is signed on behalf of FinCEN (Effective Date). This MOU expires five (5) years from the Effective Date. This MOU may be renewed on the same terms for additional five (5) year terms upon mutual agreement of the parties. This MOU may be terminated by either party upon written notice to the other, effective 30 days from the date that notice of termination is sent (Termination Date). The Agency's access rights to BSA Information under this MOU will terminate on the Termination Date. FinCEN reserves the right without notice, to suspend the Agency's access to data files containing BSA Information if, in FinCEN's sole discretion, such suspension is necessary for reasons of security or for failure to observe the terms of this MOU. If the Agency's access to BSA Information is terminated or suspended, the Agency shall continue to use and safeguard BSA Information consistent with the terms of this MOU and shall continue to cooperate with FinCEN's efforts to ensure the Agency's compliance in that regard.

(24) Material Changes. The Agency is required to notify FinCEN immediately of any material changes to the Agency's organization, mandate, or structure, that would alter the Agency's ability to comply with any provision of this MOU.

(25) For all required communications referenced in this MOU, FinCEN communications shall be routed to the FinCEN employee assigned as your point of contact or to DataAccessManagement@fincen.gov.

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Accepted and agreed to:

FINANCIAL CRIMES ENFORCEMENT NETWORK

By:

_____
Katherine E. Ford
Associate Director, Strategic Operations Division

Date:

LEXINGTON (KY) POLICE DEPARTMENT

By:

_____
Lawrence Weathers
Chief of Police

Date:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (KENTUCKY)

By:

_____
Linda Gorton
Mayor

Date:

Attachments:

Tab A: Re-dissemination Protocols for Bank Secrecy Act Information

Tab B: Information Access Security Protocols for Bank Secrecy Act Information (Security Protocols)

November 2023

RE-DISSEMINATION PROTOCOLS FOR BANK SECRECY ACT INFORMATION

I. Purpose

These Re-Dissemination Protocols for Bank Secrecy Act (BSA) Information (Re-Dissemination Protocols) set forth requirements on the use and dissemination by any Agency of information provided by the Financial Crimes Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, pursuant to any Memorandum of Understanding (MOU) for access to information filed with FinCEN pursuant to the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X.

Because BSA Information generally consists of personal and/or sensitive financial data, the dissemination of such information is subject to strict control. Each Agency with access to BSA Information has an obligation to safeguard such information and to prevent the unauthorized disclosure of such information, consistent with the terms of the MOU, these Re-Dissemination Protocols, the Security Protocols, and the BSA.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

These Re-Dissemination Protocols and the requirements set forth herein are to be read in conjunction with the MOU between FinCEN and the Agency. All defined terms in the MOU are hereby incorporated by reference. As stated in the MOU, the requirements set forth in these Re-Dissemination Protocols supersede any prior re-dissemination protocols that may have been published by FinCEN. As set forth in the MOU, FinCEN reserves the right to revise and supplement these Re-Dissemination Protocols at any time. Revised Re-Dissemination Protocols automatically become part of this MOU upon receipt by the Agency.

II. General Authorization to Re-Disseminate with MOU Holders

Subject to the following conditions, the Agency may disclose BSA Information to another Federal, State, local, tribal, or territorial government Agency with an MOU with FinCEN in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism, without first obtaining the approval of FinCEN.

Any BSA Information shared by an Agency must be accompanied by the warning statement affixed as Appendix II.

Both the sharing and the receiving Agencies are required to implement appropriate safeguards for sharing and transmitting BSA Information, consistent with the terms of the MOU,

these Re-Dissemination Protocols, the accompanying Security Protocols.

III. Recordkeeping Requirements and Obligations for Sharing BSA Information

An Agency may, under certain circumstances, share BSA Information with any agency, individual, or entity that does not have an active MOU with FinCEN. The circumstances under which such sharing is permitted, and the necessary requirements for such sharing, are set forth in Sections IV-V below.

In addition to the procedures set forth below, any such sharing of BSA Information with an entity that does *not* have an active MOU with FinCEN is subject to the following conditions, notice, and record-keeping requirements:

(1) The disclosing Agency shall maintain a record of each disclosure of BSA Information, to include the written acknowledgment obtained from the receiving Agency at the time of disclosure reflecting the receiving Agency's understanding that the further dissemination of such information is prohibited without the prior approval of FinCEN. This written acknowledgement shall take the form of the Acknowledgement Form contained at Appendix I to these Re-Dissemination Protocols; and

(2) The disclosing Agency shall ensure that any BSA Information shared prominently contains the warning statement set forth in Appendix II to these Re-Dissemination Protocols.

IV. Authorization to Share BSA Information with Foreign Partners

With prior written approval from FinCEN, an Agency may share BSA Information in the following situations:

A. Unclassified Sharing with Foreign Partners

FinCEN approval is required prior to re-disseminating BSA Information to foreign partners. FinCEN strongly encourages sharing or re-dissemination of BSA Information contained in an unclassified report or product to occur via Egmont Group channels when the recipient country's financial intelligence unit is a member of the Egmont Group, which may include requests for further dissemination to additional government components (e.g., federal police, sanctioning authority) of a country.

To request that FinCEN share or re-disseminate BSA Information included in an unclassified report via Egmont Group channels, contact FinCEN's Egmont Support Team at CMSEgmontSupportTeam@fincen.gov to request the current Spontaneous Disclosure template. A Spontaneous Disclosure includes the following information: (1) the FIU recipient name; (2) any additional foreign government components the Agency may wish to further share with; (3) a subject line; and (4) the BSA information you are seeking to share.

To seek authorization from FinCEN to share or re-disseminate BSA Information included in an unclassified report outside of Egmont Group channels, contact FinCEN at frc@fincen.gov. In your request to share with foreign partners outside of Egmont Group channels, you must provide the following: (1) the name of the requestor, phone number, office, and organization; (2) a justification for sharing; (3) the proposed method of sharing: hard copy, electronic (e.g., via encrypted email), verbal, etc.; (4) the foreign recipient(s), specifying the country and government authority or authorities receiving the information (e.g., Canada, Royal Canadian Mounted Police);

and (5) a justification for the need to share outside of Egmont channels.

B. Classified Sharing with Foreign Partners

To seek permission from FinCEN to share or re-disseminate BSA Information included in a classified report or product, or that is being shared for classified reasons, contact infoshare@treasury.gov or infoshare@treasury.ic.gov. All requests must include the following: (1) name of requestor, phone number, office, organization; (2) justification for sharing; (3) method of sharing: hard copy, electronic, verbal; (4) classification at which the information will be shared; (5) proposed language to be shared; and (6) the country and government authority or authorities receiving the information. Do not include classified information if sending a request to infoshare@treasury.gov.

V. Other Dissemination of BSA Information

Except as authorized elsewhere in these Re-dissemination Protocols, neither an Agency nor any of its employees may share BSA Information without first obtaining the approval of FinCEN. Any such request for approval must be made via written request to FinCEN via email at frc@fincen.gov. FinCEN requests at least five business days to process such requests, absent exigent circumstances. With respect to requests for sharing of BSA Information, the following requirements apply:

A. Requests from Other Agencies Not Otherwise Authorized

An Agency seeking to share BSA Information with an Agency that is not otherwise authorized under these Re-Dissemination Guidelines, must submit a written request clearly setting forth the following: (1) the particular BSA Information sought to be disclosed; (2) the identity of the Agency or Person to whom the information would be disclosed; and (3) the purpose for the disclosure. The written request also must provide a point of contact, with an email address and phone number, at the Agency seeking to re-disseminate the BSA information.

B. Requests from Third Parties in Connection with Litigation

An Agency that receives requests for BSA Information in litigation, through the process described in their *Touhy* regulations or other authorities, should submit the request to DataAccessManagement@fincen.gov and provide: (1) the name of the requestor, phone number, office, and organization; (2) a justification for sharing; and (3) the proposed method of sharing, such as hard copy, encrypted email, verbal, etc. In addition, the Agency should contact FinCEN's Office of Chief Counsel at (703) 905- 3590 before acting on the request. If the request seeks BSA information from a SAR filed by a bank, the agency receiving the request also should contact the filing bank's primary federal regulator.

C. Requests to Share with the Public

An Agency seeking to share BSA Information or analysis derived from BSA Information with members of the public must submit a written request that includes the following: (1) intended the recipient(s) (e.g., general public, public-private Bank conference); (2) a copy of the unclassified report, product, or language that includes BSA Information or analysis derived from BSA Information; (3) description of how the BSA Information or analysis derived from BSA Information will be used (e.g., public press release, PowerPoint with BSA statistics); and (4) requested suspense date. Note that BSA Information is exempt from disclosure under the FOIA in accordance with 5 U.S.C. § 552(b)(3) and 31 U.S.C. § 5319. As required by the MOU, an

Agency shall promptly notify FinCEN of any FOIA, Privacy Act, subpoena or similar request implicating BSA Information and coordinate any response to such a request with FinCEN FOIA office at FOIA@fincen.gov. These requirements do not apply to information that FinCEN has already made public on their website.

VI. Handling BSA Information That is Not Shared with Foreign Partners

BSA Information or analysis derived from BSA Information that is re-disseminated must be bannered as UNCLASSIFIED//NOFORN//LAW ENFORCEMENT SENSITIVE. Each paragraph of derivatively reported BSA Information, meaning BSA Information extracted from a source document (e.g., a SAR) and incorporated into a subsequent report, product, or correspondence, must be portion marked as (U//LES-NF).

The following citation styles must be used for citing BSA Information:

A. Standard BSA Forms Citation Style for Analytical Products

(U//LES-NF) TREASURY | Access Method (e.g., FinCEN Query, XXXXXX) | BSA ID Number | Filing Date of Record (two-digit day, three letter month, two-digit year) | (U//LES-NF) BSA ID XXXXXXXXXXXXX | Cite portion classified UNCLASSIFIED//LES NOFORN | Overall document classified UNCLASSIFIED//LES NOFORN

B. Standard BSA Collections Data Citation Style for Analytical Products

(U//LES-NF) TREASURY | Access Method (e.g., FinCEN Query, C2BSA) | BSA records collected between Month Year and Month Year | Date Analyst Pulled the information (two-digit day, three letter month, two-digit year) | Cite portion classified UNCLASSIFIED//LES NOFORN | Overall document classified UNCLASSIFIED//LES NOFORN

VII. Reporting Obligations & Auditing

The Agency must retain a record of all disclosures of BSA Information to any agency, individual, or entity that does not have an active MOU with FinCEN. The Agency must provide a list of all such disclosures on an annual basis including the following: (1) date of disclosure; (2) receiving agency, individual, or entity; (3) description of BSA Information disclosed; (4) copy of authorization from FinCEN, where applicable, to share such BSA Information, consistent with these Re-Dissemination Protocols; and (5) a copy of the signed certification provided in Appendix II that accompanied each such disclosure.

VIII. Miscellaneous Provisions

A. Compliance

Failure to comply with these Re-Dissemination Protocols may result in the suspension of the Agency's and/or Authorized Personnel's access to the System. Additionally, criminal, and civil penalties may apply to the misuse of Federal data and resources. Such criminal and civil penalties may be pursued against Authorized Personnel or any other individual who violates applicable law.

B. Unauthorized Disclosure

No current or former government officer, employee, or contractor may disclose a SAR to any person involved in a reported transaction, or otherwise reveal any information that would reveal that the transaction has been reported, other than as necessary to fulfill their official duties.

31 U.S.C. § 5318(g)(2). Under FinCEN's regulations, the disclosure of a SAR to any person except for official purposes is unlawful and subject to criminal and civil penalties. 31 CFR § 1010.950(e). Federal law provides for civil penalties of up to $100,000 for each violation, 31 U.S.C. § 5321, 31 CFR § 1010.820, and criminal penalties including up to five years imprisonment and fines of up to $250,000, 31 U.S.C. § 5322, 31 CFR § 1010.840(b). Criminal penalties may increase to include up to ten years imprisonment and fines of up to $500,000 if the violation occurs "while violating another law of the United States." 31 U.S.C. § 5322(b), 31 CFR § 1010.840(c).

Any suspected unauthorized disclosure of BSA Information will be referred to the appropriate officials for inquiry and/or investigation. **The Agency expressly agrees to report any unauthorized disclosure of BSA Information to FinCEN immediately by emailing DataAccessManagement@fincen.gov.**

C. Effective Date, Rights & Obligations

As set forth in the MOU, FinCEN reserves the right to update these Re-Dissemination Protocols as appropriate. Any revised versions of the Re-Dissemination Protocols shall become effective and binding on the Agency as of the date of transmission to the Agency.

APPENDIX I - ACKNOWLEDGMENT FORM

TO BE USED BY AGENCY FOR DISCLOSURE OF BSA INFORMATION TO OTHER AGENCIES

I understand that any Bank Secrecy Act (BSA) Information provided to me by the [insert name of disclosing agency here] ("Disclosing Agency") is being made available to me in my capacity as an employee of [insert name of receiving Agency] ("Receiving Agency") and for use exclusively in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism. This Acknowledgement Form is to be signed by a representative of the Receiving Agency with sufficient authority to bind the Receiving Agency with respect to the treatment and handling of BSA Information shared pursuant to this Acknowledgement Form.

I further understand that the unauthorized disclosure of SARs, including information that would reveal the existence of a SAR, can be a crime, and FinCEN refers such matters to the Treasury Department's Office of Inspector General. Given the vital importance of safeguarding BSA Information, Receiving Agency agrees to cooperate in any inquiries from FinCEN or the Treasury Department involving potential unauthorized disclosures of BSA Information, including by providing any information that FinCEN, the Treasury Department, or relevant law enforcement authorities deem necessary to investigate a potential unauthorized disclosure of BSA Information.

I further understand that this BSA Information is being provided by the Disclosing Agency to the Receiving Agency, consistent with the terms of the MOU between the Disclosing Agency and FinCEN. By signing this Acknowledgement, the Receiving Agency agrees to be bound by the terms and conditions set forth in the MOU, as well as the Re-Dissemination and Security Protocols, including, but not limited to the following:

- The Receiving Agency may use BSA Information solely consistent with the legal authority of the Receiving Agency for the following purposes: identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Receiving Agency.
- The Receiving Agency must make best efforts to obtain and maintain only that BSA Information which is of value in connection with the specific matter at issue. The Receiving Agency must promptly destroy any and all data, documents, or summaries which contain BSA Information that it has obtained, stored, or generated that is not of value for the specific matter at issue.
- The Receiving Agency must maintain any copies of BSA information appropriately; BSA Information must be stored and maintained solely on a secure government system (or equivalent). The Receiving Agency may not use BSA Information to develop or contribute to any database not under the control of FinCEN that Agency personnel will be able to search as an alternative to making subsequent direct electronic queries to retrieve BSA Information from FinCEN Systems.

I agree not to use this information for other purposes, nor to disclose this information outside of my Agency without prior approval from FinCEN.

Signature and Title of Receiving Official Name of Receiving Agency	Date

Signature and Title of Disclosing Official Name of Disclosing Agency	Date

APPENDIX II

WARNING STATEMENT TO BE AFFIXED TO BSA
REPORT INFORMATION DISCLOSED TO OTHER AGENCIES

The enclosed information was collected and disseminated under provisions of the Bank Secrecy Act (BSA) and regulations implementing the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1959, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X. The information is sensitive in nature and is to be treated accordingly. The information may be used only for a purpose related to a criminal, tax, or regulatory investigations, risk assessments, or proceedings; or in the conduct of intelligence or counterintelligence activities, including analysis, to protect against terrorism. See 31 U.S.C. § 5311.

This information – referred to herein as "BSA Information" cannot be further released, disseminated, disclosed, or transmitted except as specified in FinCEN's Re-Dissemination Protocols.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

Suspicious activity reports (SARs) filed under the BSA must be treated with particular care given that they contain unsubstantiated allegations of possible criminal activity, akin to confidential informant tips. Such reports, or the fact they have been filed, may not be disclosed to any person by any government officer, employee, or contractor except for official purposes. 31 CFR § 1020.320(e); 31 U.S.C. 5318 (g)(2)(ii).

The unauthorized disclosure of a SAR is unlawful and subject to criminal and civil penalties. Federal law provides for civil penalties of up to $100,000 for each violation (31 U.S.C. § 5321 and 31 CFR § 1010.820), and criminal penalties that include fines of up to $250,000 and/or imprisonment of up to 5 years (31 U.S.C. § 5322 and 31 CFR § 1010.840). Criminal penalties may increase to include fines of up to $500,000 and/or imprisonment of up to 10 years if the violation occurs "while violating another law of the United States." (31 U.S.C. § 5322(b)).

Any suspected unauthorized disclosure of BSA Information will be referred to the appropriate officials for inquiry and/or investigation.

INFORMATION ACCESS SECURITY PROTOCOLS FOR BANK SECRECY ACT INFORMATION

I. PURPOSE

These Bank Secrecy Act (BSA) Information Access Security Protocols (Security Protocols) set forth the security features required to ensure that BSA Information accessed through the Financial Crimes Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, is safeguarded appropriately. These Security Protocols apply to, and must be followed by, any Agency that has access to BSA Information pursuant to any Memorandum of Understanding (MOU) for access to information filed with FinCEN pursuant to the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X.

Because BSA Information generally consists of personal and/or sensitive financial data, the dissemination of such information is subject to strict control. Each Agency with access to BSA Information has an obligation to safeguard such information and to prevent the unauthorized access to and disclosure of such information, consistent with the terms of the MOU, these Security Protocols, the BSA, and its implementing regulations.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

These Security Protocols and the requirements set forth herein are to be read in conjunction with the MOU between FinCEN and the Agency. All defined terms in the MOU are hereby incorporated by reference. As stated in the MOU, the requirements set forth in these Security Protocols supersede any prior Security Protocols or guidelines that may have been published by FinCEN. As set forth in the MOU, FinCEN reserves the right to revise and supplement these Security Protocols at any time. Revised Security Protocols automatically become part of this MOU upon receipt by the Agency.

II. PERSONNEL SECURITY

A. General Security Principles

Given the sensitivity of BSA Information, access is restricted to Authorized Persons who are in good standing with their respective Agencies and who meet the criteria set forth below. The Agency has an ongoing and continuing obligation to ensure that Authorized Users (and those employees and/or contractors submitted by the Agency to become Authorized Users) meet these

criteria. Any questions that the Agency has concerning standards of suitability for Authorized Personnel regarding access to BSA Information should be addressed to the FinCEN Application Helpdesk at fincenappshd@fincen.gov.

B. Screening of Authorized Personnel

Before an Agency may propose a person for Authorized Personnel status, the Agency must have determined that the proposed Authorized User meets all of the following criteria:

1. Every authorized user must be an employee or contractor of the Agency in good standing, meaning that the Authorized User's employment with the Agency has not been suspended or terminated for any reason, the Authorized User is not on probation with, or under any investigation by, the Agency, law enforcement, or any inspector general;

2. Every Authorized User must have been the subject of a satisfactory background investigation by the Agency (or any agent retained by the Agency for this purpose). Satisfactory background checks of federal employees completed under U.S. Office of Personnel Management guidelines are deemed to meet this standard. Otherwise, a background investigation under this provision must include, at a minimum, the following components:

    a) Criminal history checks of National Crime Information Center (NCIC), state and local indices; and

    b) Verification of the individual's identity, including full name, date of birth, and social security number, based on official documentation that is sufficient to form a reasonable belief as to the individual's identity; and

3. Every Authorized User must be a citizen or permanent resident alien of the United States.[1]

After determining that an employee or contractor meets the criteria for becoming an Authorized User, the Agency Coordinator shall submit the user's profile to FinCEN for review and approval in order for the employee and/or contractor to be granted access to FinCEN BSA Systems as an Authorized User.

C. Ongoing Obligation to Ensure Eligibility of Authorized Users

The Agency must immediately revoke access privileges of Authorized Personnel when they no longer require access to FinCEN BSA Systems. This includes authorized users who (i) are no longer employed by the agency; (ii) have changes in employment status or undergo changes in job duties and responsibilities such that they no longer require access to BSA information; (iii) are subject to personnel actions that implicate matters pertaining to honesty, integrity, or security; or (iv) are the subject of any investigation or criminal charges that become known to the Agency. The Agency must revoke access privileges of the Authorized User and notify FinCEN immediately by contacting their respective FinCEN agency liaison via email or the FinCEN Applications Help

[1] FinCEN may waive this requirement on a case-by-case basis in extenuating circumstances.

Desk at fincenappshd@fincen.gov.

III. PHYSICAL & SYSTEM SECURITY

A. System Connections

Access to BSA Information must be limited to Authorized Personnel. The Agency must take reasonable precautions to ensure that Authorized Personnel do not connect to FinCEN BSA Systems in areas readily accessible to persons other than Agency employees or contractors (e.g., public spaces, including hallways or foyers of Agency offices subject to uncontrolled public access). In the event an Authorized User needs to access FinCEN BSA Systems outside of the Agency's controlled areas for work consistent with both the Agency's mission and the authorized use of BSA Information, extreme caution should be exercised to maintain the security of the BSA Information.

If connections are made via a wireless network, connections should be limited to encrypted wireless networks utilizing strong WPA2 or AES (or successors) encryption.[2] FinCEN BSA Systems may not be accessed in any uncontrolled or unencrypted shared internet access point. Further, FinCEN BSA Systems should not be accessed from a publicly available or widely accessible computer or other device (e.g., retail stores, business establishments, hotels, or cyber cafés).

B. Additional Physical Security Measures

Authorized Personnel must make reasonable efforts to protect BSA Information. Reasonable efforts in this context include, but are not necessarily limited to, the following: equipment in use must not be left unattended at any time without utilizing a password-protected screensaver, logging out, removing tokens or fobs and/or if appropriate, implementing additional physical security measures.

C. Authorized User Access

FinCEN provides Authorized Users with access to FinCEN BSA Systems on the following terms:

1. FinCEN must approve Authorized Personnel before FinCEN BSA Systems access will be granted to them;

2. FinCEN requires that all Authorized Personnel have a unique username and unique authentication method (e.g., password, PIV-mediated credentials, or similar) for accessing FinCEN BSA Systems that are unique to the individual user. Authorized Personnel will receive a username, temporary password, and instructions for setting up a certificate and establishing a unique authentication method from FinCEN when their User Account is created; Authorized Personnel must not share their unique passwords or other authentication methods such as PIV cards, PIN numbers, or tokens, with anyone, including, but not limited to, other Authorized Personnel. The Authorized Personnel to whom passwords or similar

[2] For more information, please consult the National Institute of Standards and Technology (NIST) Special Publication 800-153 revision 1, *Guidelines for Securing Wireless Local Area Networks (WLANs)*. WEP and WPA are not acceptable protocols.

unique user authentication credentials are issued are responsible for all queries made using their username and user authentication method;

3. The user account for any Authorized Personnel that do not access the FinCEN BSA Systems for a period of 90 days or more will be automatically suspended, and access can only be granted upon request to FinCEN. After a period of 365 days of inactivity, the user account will automatically be permanently disabled. Once an account is permanently disabled, the Agency will be required to submit a new application for the user to obtain access; and

4. Authorized Users are required to comply with all instructions from FinCEN regarding continued access, including in connection with periodic changes to passwords or similar user authentication methods and recovering lost passwords or similar user authentication methods. Questions regarding Authorized User access should be directed to the FinCEN Portal Application Helpdesk at fincenappshd@fincen.gov to reset their login credentials.

D. Password/Data Compromise or Loss

1. If Authorized Personnel passwords or user authentication methods are compromised or lost, Authorized Personnel must **immediately** notify the FinCEN Portal Application Helpdesk at fincenappshd@fincen.gov.

2. Authorized Personnel must **immediately** notify the FinCEN Portal Application Helpdesk upon the receipt of information concerning any apparent, threatened, or possible BSA data compromise or loss.

IV. SECURITY OF BSA INFORMATION

A. Privacy and Appropriate Use

FinCEN BSA Systems are official government systems, and all Authorized Personnel acknowledge prior to logging into the FinCEN BSA Systems that no user has any expectation of privacy concerning use of FinCEN BSA Systems. The Agency is responsible for monitoring the use of FinCEN BSA Systems by their Authorized Personnel. The Agency must take reasonable precautions to ensure that Authorized Personnel avoid and prevent unauthorized use of the FinCEN BSA Systems. Any unauthorized use will result in suspension or termination of the Agency and/or Authorized Personnel's access to FinCEN BSA Systems and/or BSA Information.

B. Maintenance and Destruction of BSA Information

As set forth in the MOU, the Agency and Authorized Personnel are required to limit the BSA Information they obtain through a query to that BSA Information which is immediately useful in connection with the specific matter prompting the query. The Agency will take reasonable precautions to ensure that Authorized Personnel promptly destroy all BSA Information not of value for the specific matter queried that the Agency has obtained or generated, consistent with the Agency's applicable record retention requirements.

Where BSA Information is retained by the Agency, the Agency must take reasonable precautions to ensure the safety and security of BSA Information and materials (electronic or hard

copy) containing BSA Information. BSA Information must not be left unsecured or left unattended in a working area to which persons other than Authorized Users have access.

All electronic files containing such BSA Information must be deleted in accordance with National Security Agency (NSA) guidelines on computer media sanitization.[3] Hard copies of all such BSA Information must be destroyed by shredding, burning, or similar means.

C. Standards for Electronic Transmission of BSA Information

If it is necessary to transmit BSA Information, either within the Agency or to a third party consistent with the MOU and the Re-Dissemination Protocols, the BSA Information shall only be transmitted as encrypted Data in Transit (DIT) following current NIST and Executive Order (EO) 14028[4] protocols. FinCEN provides the FinCEN Portal Secure Mail System as one means for electronic transmission of BSA Information.

D. Standards for Electronic Storage and Processing of BSA Information

The Agency must utilize electronic systems which have implemented a security program and protocols with established current security standards such as NIST 800-53 at the appropriate impact baseline control levels. NIST 800-53 addresses security control families such as Access Control, Audit and Accountability, Identification and Authentication, Media Protection, System and Communication Protection, System and Information Integrity, and others. The Agency must establish a policy and procedure to approve the use of removable media on an exception basis only. While the use of removable media should be limited, when is approved to be used by exception only basis, the current security standards for removable devices should be followed. EO 14028 includes encryption requirements to ensure that Authorized Personnel use of portable computing devices and portable electronic storage media intended to contain BSA Information enable strong cipher algorithm such as AES-256, and that encryption is used when Authorized Personnel store BSA Information on such media.

E. Standards for Physical Transmission of BSA Information

If it is necessary to physically transmit BSA Information, either within the Agency or to a third party consistent with the MOU and the Re-Dissemination Protocols, the Agency and/or Authorized Personnel must use the following methods: (1) certified or registered U.S. mail; or (2) courier service, such as UPS, Federal Express, or authorized USG courier personnel for purposes of intraoffice delivery.

V. REPORTING, INSPECTIONS & AUDITS

A. Participation in Audits and Inquiries

The Agency and Authorized Personnel are required to cooperate in any audits by or inquiries from FinCEN, the Treasury Department, or relevant inspectors general or law enforcement authorities regarding use of FinCEN BSA Systems, unauthorized disclosure of BSA Information, or otherwise related to the access to and use of the information described in the MOU. Failure to provide such cooperation will result in suspension or termination of access to FinCEN BSA Systems and/or BSA Information by the Agency and/or Authorized Personnel. Any suspected

[3] See: Media Destruction Guidance (nsa.gov)
[4] See: Executive Order on Improving the Nation's Cybersecurity | The White House

unauthorized disclosure of BSA Information should be referred to FinCEN immediately and will be referred to the appropriate officials for inquiry and/or investigation.

B. Authorized Personnel Certifications

On at least an annual basis, FinCEN will supply the Agency Coordinator with a report containing the names of all the Agency's Authorized Users for the purposes of controlling and monitoring access to BSA Information. The Agency must have a process in place to immediately disable the accounts of any authorized users that no longer require access to BSA Information. The Agency must certify to this practice on an annual basis.

C. Monitoring and Audits

FinCEN retains the right to monitor and audit the Agency and Authorized Personnel relating to the use of FinCEN BSA Systems, as well as the use of BSA Information accessed via FinCEN BSA Systems.

FinCEN will request Agency internal review and annual certification to MOU compliance and conduct annual inspections to ensure that the Agency and Authorized Personnel are using the FinCEN BSA Systems and BSA Information appropriately. FinCEN reserves the right to request additional Agency reviews and/or conduct inspections at any time if FinCEN has reason to suspect that FinCEN BSA Systems or BSA Information may be misused. FinCEN reserves the right to inspect Agency's internal systems, including any systems where BSA Information or materials that may rely on or incorporate BSA Information may be stored, to determine if misuse of the FinCEN BSA Systems has occurred.

These requests and inspections may include contacting the Agency for verification that the queries by Authorized Personnel were conducted for authorized purposes and with the approval of their supervisor(s). Such inspections may also include on-site visits to the Agency's office and access to the Agency's relevant records.

VI. MISCELLANEOUS PROVISIONS

A. Compliance

Failure to comply with these Security Protocols may result in the suspension of the Agency's and/or Authorized Personnel access to the FinCEN BSA Systems. Additionally, criminal and civil penalties may apply to the misuse of Federal data and resources. Such criminal and civil penalties may be pursued against Authorized Personnel or any other individual who violates applicable law.

B. Unauthorized Disclosure

No current or former government officer, employee, or contractor may disclose a SAR to any person involved in a reported transaction, or otherwise reveal any information that would reveal that the transaction has been reported, other than as necessary to fulfill their official duties. 31 U.S.C. § 5318(g)(2). Under FinCEN's regulations, the disclosure of a SAR to any person except for official purposes is unlawful and subject to criminal and civil penalties. 31 CFR § 1010.950(e). Federal law provides for civil penalties of up to $100,000 for each violation, 31 U.S.C. § 5321, 31 CFR § 1010.820, and criminal penalties including up to five years imprisonment and fines of up to $250,000, 31 U.S.C. § 5322, 31 CFR § 1010.840(b). Criminal penalties may

increase to include up to ten years imprisonment and fines of up to $500,000 if the violation occurs "while violating another law of the United States." 31 U.S.C. § 5322(b), 31 CFR § 1010.840(c).

Any suspected unauthorized disclosure of BSA Information should be referred to FinCEN immediately and will be referred to the appropriate officials for inquiry and/or investigation.

C. Effective Date, Rights & Obligations

As set forth in the MOU, FinCEN reserves the right to update these Security Protocols as appropriate. Any revised versions of the Security Protocols shall become effective and binding on the Agency as of the date of transmission to the Agency.

APPENDIX I

DEPARTMENT OF THE TREASURY
FINANCIAL CRIMES ENFORCEMENT NETWORK (FinCEN)

Bank Secrecy Act and Other Information Access User Acknowledgment

FinCEN BSA Systems are for use by persons authorized by FinCEN (Authorized Personnel) for purposes consistent with the Bank Secrecy Act (BSA), codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X.

For purposes of this User Acknowledgement, BSA Information includes all records and reports collected by FinCEN under the BSA. The term "FinCEN BSA Systems" includes all systems and services accessible for use by Authorized Personnel to access such BSA Information or other information controlled by FinCEN.

BSA Information is sensitive but unclassified and is to be used exclusively in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism. Use of FinCEN BSA Systems will be monitored by FinCEN or its delegees for security and administration purposes. Accessing FinCEN BSA Systems constitutes consent to such monitoring. Any unauthorized access to or unauthorized use of the information provided in or accessible through FinCEN BSA Systems is prohibited and may be subject to criminal and civil penalties under federal law.

FinCEN BSA Systems are for the sole use of Authorized Personnel for official business only, and there is no expectation of privacy when using FinCEN BSA Systems. Users are advised that FinCEN or its delegees may provide evidence of possible abuse or misuse of FinCEN BSA Systems to appropriate officials for further action.

USER ACKNOWLEDGEMENT

As a user of FinCEN BSA Systems, I acknowledge my responsibility to conform to the following requirements and conditions and, the Re-Dissemination Protocols for Bank Secrecy Act Information (Re-Dissemination Protocols) and the Information Access Security Protocols (Security Protocols).

1. I understand that failure to agree to this User Acknowledgement and all terms contained herein will result in denial of access to FinCEN BSA Systems.

2. I am a citizen or permanent resident alien of the United States of America or have received the appropriate waiver from FinCEN to access FinCEN BSA Systems.

3. I acknowledge and agree that I am not currently under investigation or pending judicial proceedings for any criminal offense. I further acknowledge that I am an employee in good standing with the Agency, with an active and valid security clearance, and not the subject of any suspension, disciplinary action, or investigation. I am of good character, worthy of

trust and confidence. Further, I understand that any change in this status could result in the suspension or termination of my access to FinCEN BSA Systems.

4. I acknowledge that FinCEN BSA Systems are to be used for official business only, and I agree to use the FinCEN BSA Systems and any information accessed through those systems only for the official business for which I am responsible.

5. I will not access FinCEN BSA Systems unless I have the proper clearances necessary for access to these systems. I understand that FinCEN BSA Systems are not capable of supporting classified queries. I agree that I will not use FinCEN BSA Systems for queries of classified information.

6. I understand the need to protect my FinCEN BSA System passwords and similar unique user authentication credentials. I certify that I will NOT share any of my passwords or similar unique user authentication credentials with anyone, including, but not limited to, other Authorized Personnel. I understand that help desk personnel or system administrators will not request any of my passwords or unique user authentication credentials; however, they may request that I change a password or unique user authentication credential. I will change my passwords or unique user authentication credentials for FinCEN BSA Systems as prompted by FinCEN BSA Systems or as required by FinCEN.

7. I certify that I will not access FinCEN BSA Systems from devices that do not meet the security requirements of the BSA Information Access Security Protocols, such as a personally owned computer or laptop, a publicly available computer (e.g., retail stores, business establishments, cyber cafes) or a computer or laptop offered by a private entity other than my organization (e.g., hotel computer at a convention or conference), except pursuant to a written waiver of this element of the Security Protocols.

8. I acknowledge, understand and agree that I am responsible for all actions taken under my account. I certify that I will not attempt to "hack" the FinCEN BSA Systems (e.g., by using penetration tests or password cracking techniques, executing Ping or tracer commands, or engaging in tampering to circumvent FinCEN security policy and protections), or attempt by any means to gain access to BSA Information or other information controlled by FinCEN for which I am not specifically authorized.

9. I understand that FinCEN may establish limits on the number of records that I am permitted to transfer out of the FinCEN BSA Systems environment by download or other mechanism at any one time. I agree that I will not attempt to obtain records in violation of FinCEN policies pertaining to such limits. I understand that FinCEN routinely monitors download activity and that downloading records in excess of established limits may constitute a violation of the terms of any agreement under which FinCEN grants me access to FinCEN

data, including this User Acknowledgement and any applicable Memorandum of Understanding.

10. I will store any materials containing BSA Information in conformity with the Security Protocols.

11. I understand my responsibility to report all incidents of compromised or lost FinCEN BSA System passwords or similar unique identification credentials or of any apparent, threatened, or possible loss of BSA Information to the FinCEN Portal Application Help Desk.

12. I certify that I will not load additional software and updates onto official or contractor-owned Portable Electronic Devices (PEDs) that are approved to process or connect to FinCEN BSA Systems unless authorized by and coordinated with the FinCEN Information System Security Officer (ISSO).

13. I will not connect any PEDs or any peripherals for a PED to any FinCEN system (classified or unclassified, including but not limited to FinCEN BSA Systems) while in a FinCEN-controlled facility unless appropriately authorized. This includes connection via MODEM and data ports.

14. I further acknowledge my responsibility to conform to the requirements of all conditions of access imposed by FinCEN in connection with my use of FinCEN BSA Systems. I also acknowledge that failure to comply with any such conditions may constitute a security violation resulting in denial of access to FinCEN BSA Systems and that such violation may be reported to appropriate authorities for further actions as deemed appropriate, including disciplinary, civil, or criminal penalties.

15. I understand and agree that I have no expectation of privacy on FinCEN BSA Systems. I consent to inspections by authorized FinCEN personnel or their delegees, at any time, and agree to make any passwords or user authentication credentials available for investigation and review by authorized FinCEN personnel upon request. I further consent to FinCEN monitoring my use of FinCEN BSA Systems for inspection, law enforcement or other purposes.

16. I acknowledge and understand that this User Acknowledgement may be updated from time to time and that continued agreement to its terms and conditions is required for access to FinCEN BSA Systems.

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE U.S. DEPARTMENT OF TREASURY, FOR ACCESS TO INVESTIGATIVE DATA.

_____
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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the U.S. Department of Treasury, for access to investigative data.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
664-24:MRS: 4896-2294-2153, v. 1

RESOLUTION NO. 358 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE U.S. DEPARTMENT OF TREASURY, FOR ACCESS TO INVESTIGATIVE DATA.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the U.S. Department of Treasury, for access to investigative data.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

664-24:MRS: 4896-2294-2153, v. 1

November 2023

RE-DISSEMINATION PROTOCOLS FOR BANK SECRECY ACT INFORMATION

I. Purpose

These Re-Dissemination Protocols for Bank Secrecy Act (BSA) Information (Re-Dissemination Protocols) set forth requirements on the use and dissemination by any Agency of information provided by the Financial Crimes Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, pursuant to any Memorandum of Understanding (MOU) for access to information filed with FinCEN pursuant to the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X.

Because BSA Information generally consists of personal and/or sensitive financial data, the dissemination of such information is subject to strict control. Each Agency with access to BSA Information has an obligation to safeguard such information and to prevent the unauthorized disclosure of such information, consistent with the terms of the MOU, these Re-Dissemination Protocols, the Security Protocols, and the BSA.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

These Re-Dissemination Protocols and the requirements set forth herein are to be read in conjunction with the MOU between FinCEN and the Agency. All defined terms in the MOU are hereby incorporated by reference. As stated in the MOU, the requirements set forth in these Re-Dissemination Protocols supersede any prior re-dissemination protocols that may have been published by FinCEN. As set forth in the MOU, FinCEN reserves the right to revise and supplement these Re-Dissemination Protocols at any time. Revised Re-Dissemination Protocols automatically become part of this MOU upon receipt by the Agency.

II. General Authorization to Re-Disseminate with MOU Holders

Subject to the following conditions, the Agency may disclose BSA Information to another Federal, State, local, tribal, or territorial government Agency with an MOU with FinCEN in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism, without first obtaining the approval of FinCEN.

Any BSA Information shared by an Agency must be accompanied by the warning statement affixed as Appendix II.

Both the sharing and the receiving Agencies are required to implement appropriate safeguards for sharing and transmitting BSA Information, consistent with the terms of the MOU,

these Re-Dissemination Protocols, the accompanying Security Protocols.

III. Recordkeeping Requirements and Obligations for Sharing BSA Information

An Agency may, under certain circumstances, share BSA Information with any agency, individual, or entity that does not have an active MOU with FinCEN. The circumstances under which such sharing is permitted, and the necessary requirements for such sharing, are set forth in Sections IV-V below.

In addition to the procedures set forth below, any such sharing of BSA Information with an entity that does *not* have an active MOU with FinCEN is subject to the following conditions, notice, and record-keeping requirements:

(1) The disclosing Agency shall maintain a record of each disclosure of BSA Information, to include the written acknowledgment obtained from the receiving Agency at the time of disclosure reflecting the receiving Agency's understanding that the further dissemination of such information is prohibited without the prior approval of FinCEN. This written acknowledgement shall take the form of the Acknowledgement Form contained at Appendix I to these Re-Dissemination Protocols; and

(2) The disclosing Agency shall ensure that any BSA Information shared prominently contains the warning statement set forth in Appendix II to these Re-Dissemination Protocols.

IV. Authorization to Share BSA Information with Foreign Partners

With prior written approval from FinCEN, an Agency may share BSA Information in the following situations:

A. Unclassified Sharing with Foreign Partners

FinCEN approval is required prior to re-disseminating BSA Information to foreign partners. FinCEN strongly encourages sharing or re-dissemination of BSA Information contained in an unclassified report or product to occur via Egmont Group channels when the recipient country's financial intelligence unit is a member of the Egmont Group, which may include requests for further dissemination to additional government components (e.g., federal police, sanctioning authority) of a country.

To request that FinCEN share or re-disseminate BSA Information included in an unclassified report via Egmont Group channels, contact FinCEN's Egmont Support Team at CMSEgmontSupportTeam@fincen.gov to request the current Spontaneous Disclosure template. A Spontaneous Disclosure includes the following information: (1) the FIU recipient name; (2) any additional foreign government components the Agency may wish to further share with; (3) a subject line; and (4) the BSA information you are seeking to share.

To seek authorization from FinCEN to share or re-disseminate BSA Information included in an unclassified report outside of Egmont Group channels, contact FinCEN at frc@fincen.gov. In your request to share with foreign partners outside of Egmont Group channels, you must provide the following: (1) the name of the requestor, phone number, office, and organization; (2) a justification for sharing; (3) the proposed method of sharing: hard copy, electronic (e.g., via encrypted email), verbal, etc.; (4) the foreign recipient(s), specifying the country and government authority or authorities receiving the information (e.g., Canada, Royal Canadian Mounted Police);

and (5) a justification for the need to share outside of Egmont channels.

B. Classified Sharing with Foreign Partners

To seek permission from FinCEN to share or re-disseminate BSA Information included in a classified report or product, or that is being shared for classified reasons, contact infoshare@treasury.gov or infoshare@treasury.ic.gov. All requests must include the following: (1) name of requestor, phone number, office, organization; (2) justification for sharing; (3) method of sharing: hard copy, electronic, verbal; (4) classification at which the information will be shared; (5) proposed language to be shared; and (6) the country and government authority or authorities receiving the information. Do not include classified information if sending a request to infoshare@treasury.gov.

V. Other Dissemination of BSA Information

Except as authorized elsewhere in these Re-dissemination Protocols, neither an Agency nor any of its employees may share BSA Information without first obtaining the approval of FinCEN. Any such request for approval must be made via written request to FinCEN via email at frc@fincen.gov. FinCEN requests at least five business days to process such requests, absent exigent circumstances. With respect to requests for sharing of BSA Information, the following requirements apply:

A. Requests from Other Agencies Not Otherwise Authorized

An Agency seeking to share BSA Information with an Agency that is not otherwise authorized under these Re-Dissemination Guidelines, must submit a written request clearly setting forth the following: (1) the particular BSA Information sought to be disclosed; (2) the identity of the Agency or Person to whom the information would be disclosed; and (3) the purpose for the disclosure. The written request also must provide a point of contact, with an email address and phone number, at the Agency seeking to re-disseminate the BSA information.

B. Requests from Third Parties in Connection with Litigation

An Agency that receives requests for BSA Information in litigation, through the process described in their *Touhy* regulations or other authorities, should submit the request to DataAccessManagement@fincen.gov and provide: (1) the name of the requestor, phone number, office, and organization; (2) a justification for sharing; and (3) the proposed method of sharing, such as hard copy, encrypted email, verbal, etc. In addition, the Agency should contact FinCEN's Office of Chief Counsel at (703) 905- 3590 before acting on the request. If the request seeks BSA information from a SAR filed by a bank, the agency receiving the request also should contact the filing bank's primary federal regulator.

C. Requests to Share with the Public

An Agency seeking to share BSA Information or analysis derived from BSA Information with members of the public must submit a written request that includes the following: (1) intended the recipient(s) (e.g., general public, public-private Bank conference); (2) a copy of the unclassified report, product, or language that includes BSA Information or analysis derived from BSA Information; (3) description of how the BSA Information or analysis derived from BSA Information will be used (e.g., public press release, PowerPoint with BSA statistics); and (4) requested suspense date. Note that BSA Information is exempt from disclosure under the FOIA in accordance with 5 U.S.C. § 552(b)(3) and 31 U.S.C. § 5319. As required by the MOU, an

Agency shall promptly notify FinCEN of any FOIA, Privacy Act, subpoena or similar request implicating BSA Information and coordinate any response to such a request with FinCEN FOIA office at FOIA@fincen.gov. These requirements do not apply to information that FinCEN has already made public on their website.

VI. Handling BSA Information That is Not Shared with Foreign Partners

BSA Information or analysis derived from BSA Information that is re-disseminated must be bannered as UNCLASSIFIED//NOFORN//LAW ENFORCEMENT SENSITIVE. Each paragraph of derivatively reported BSA Information, meaning BSA Information extracted from a source document (e.g., a SAR) and incorporated into a subsequent report, product, or correspondence, must be portion marked as (U//LES-NF).

The following citation styles must be used for citing BSA Information:

A. Standard BSA Forms Citation Style for Analytical Products

(U//LES-NF) TREASURY | Access Method (e.g., FinCEN Query, XXXXXX) | BSA ID Number | Filing Date of Record (two-digit day, three letter month, two-digit year) | (U//LES-NF) BSA ID XXXXXXXXXXXXXX | Cite portion classified UNCLASSIFIED//LES NOFORN | Overall document classified UNCLASSIFIED//LES NOFORN

B. Standard BSA Collections Data Citation Style for Analytical Products

(U//LES-NF) TREASURY | Access Method (e.g., FinCEN Query, C2BSA) | BSA records collected between Month Year and Month Year | Date Analyst Pulled the information (two-digit day, three letter month, two-digit year) | Cite portion classified UNCLASSIFIED//LES NOFORN | Overall document classified UNCLASSIFIED//LES NOFORN

VII. Reporting Obligations & Auditing

The Agency must retain a record of all disclosures of BSA Information to any agency, individual, or entity that does not have an active MOU with FinCEN. The Agency must provide a list of all such disclosures on an annual basis including the following: (1) date of disclosure; (2) receiving agency, individual, or entity; (3) description of BSA Information disclosed; (4) copy of authorization from FinCEN, where applicable, to share such BSA Information, consistent with these Re-Dissemination Protocols; and (5) a copy of the signed certification provided in Appendix II that accompanied each such disclosure.

VIII. Miscellaneous Provisions

A. Compliance

Failure to comply with these Re-Dissemination Protocols may result in the suspension of the Agency's and/or Authorized Personnel's access to the System. Additionally, criminal, and civil penalties may apply to the misuse of Federal data and resources. Such criminal and civil penalties may be pursued against Authorized Personnel or any other individual who violates applicable law.

B. Unauthorized Disclosure

No current or former government officer, employee, or contractor may disclose a SAR to any person involved in a reported transaction, or otherwise reveal any information that would reveal that the transaction has been reported, other than as necessary to fulfill their official duties.

31 U.S.C. § 5318(g)(2). Under FinCEN's regulations, the disclosure of a SAR to any person except for official purposes is unlawful and subject to criminal and civil penalties. 31 CFR § 1010.950(e). Federal law provides for civil penalties of up to $100,000 for each violation, 31 U.S.C. § 5321, 31 CFR § 1010.820, and criminal penalties including up to five years imprisonment and fines of up to $250,000, 31 U.S.C. § 5322, 31 CFR § 1010.840(b). Criminal penalties may increase to include up to ten years imprisonment and fines of up to $500,000 if the violation occurs "while violating another law of the United States." 31 U.S.C. § 5322(b), 31 CFR § 1010.840(c).

Any suspected unauthorized disclosure of BSA Information will be referred to the appropriate officials for inquiry and/or investigation. **The Agency expressly agrees to report any unauthorized disclosure of BSA Information to FinCEN immediately by emailing DataAccessManagement@fincen.gov.**

C. Effective Date, Rights & Obligations

As set forth in the MOU, FinCEN reserves the right to update these Re-Dissemination Protocols as appropriate. Any revised versions of the Re-Dissemination Protocols shall become effective and binding on the Agency as of the date of transmission to the Agency.

APPENDIX I - ACKNOWLEDGMENT FORM

TO BE USED BY AGENCY FOR DISCLOSURE OF BSA INFORMATION TO OTHER AGENCIES

I understand that any Bank Secrecy Act (BSA) Information provided to me by the [insert name of disclosing agency here] ("Disclosing Agency") is being made available to me in my capacity as an employee of [insert name of receiving Agency] ("Receiving Agency") and for use exclusively in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism. This Acknowledgement Form is to be signed by a representative of the Receiving Agency with sufficient authority to bind the Receiving Agency with respect to the treatment and handling of BSA Information shared pursuant to this Acknowledgement Form.

I further understand that the unauthorized disclosure of SARs, including information that would reveal the existence of a SAR, can be a crime, and FinCEN refers such matters to the Treasury Department's Office of Inspector General. Given the vital importance of safeguarding BSA Information, Receiving Agency agrees to cooperate in any inquiries from FinCEN or the Treasury Department involving potential unauthorized disclosures of BSA Information, including by providing any information that FinCEN, the Treasury Department, or relevant law enforcement authorities deem necessary to investigate a potential unauthorized disclosure of BSA Information.

I further understand that this BSA Information is being provided by the Disclosing Agency to the Receiving Agency, consistent with the terms of the MOU between the Disclosing Agency and FinCEN. By signing this Acknowledgement, the Receiving Agency agrees to be bound by the terms and conditions set forth in the MOU, as well as the Re-Dissemination and Security Protocols, including, but not limited to the following:

- The Receiving Agency may use BSA Information solely consistent with the legal authority of the Receiving Agency for the following purposes: identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Receiving Agency.
- The Receiving Agency must make best efforts to obtain and maintain only that BSA Information which is of value in connection with the specific matter at issue. The Receiving Agency must promptly destroy any and all data, documents, or summaries which contain BSA Information that it has obtained, stored, or generated that is not of value for the specific matter at issue.
- The Receiving Agency must maintain any copies of BSA information appropriately; BSA Information must be stored and maintained solely on a secure government system (or equivalent). The Receiving Agency may not use BSA Information to develop or contribute to any database not under the control of FinCEN that Agency personnel will be able to search as an alternative to making subsequent direct electronic queries to retrieve BSA Information from FinCEN Systems.

I agree not to use this information for other purposes, nor to disclose this information outside of my Agency without prior approval from FinCEN.

Linda Gorton 7/3/2024

Signature and Title of Receiving Official Date

Name of Receiving Agency

_____ _____

Signature and Title of Disclosing Official Date

Name of Disclosing Agency

APPENDIX II

WARNING STATEMENT TO BE AFFIXED TO BSA
REPORT INFORMATION DISCLOSED TO OTHER AGENCIES

The enclosed information was collected and disseminated under provisions of the Bank Secrecy Act (BSA) and regulations implementing the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C §§ 1951-1959, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X. The information is sensitive in nature and is to be treated accordingly. The information may be used only for a purpose related to a criminal, tax, or regulatory investigations, risk assessments, or proceedings; or in the conduct of intelligence or counterintelligence activities, including analysis, to protect against terrorism. See 31 U.S.C. § 5311.

This information – referred to herein as "BSA Information" cannot be further released, disseminated, disclosed, or transmitted except as specified in FinCEN's Re-Dissemination Protocols.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

Suspicious activity reports (SARs) filed under the BSA must be treated with particular care given that they contain unsubstantiated allegations of possible criminal activity, akin to confidential informant tips. Such reports, or the fact they have been filed, may not be disclosed to any person by any government officer, employee, or contractor except for official purposes. 31 CFR § 1020.320(e); 31 U.S.C. 5318 (g)(2)(ii).

The unauthorized disclosure of a SAR is unlawful and subject to criminal and civil penalties. Federal law provides for civil penalties of up to $100,000 for each violation (31 U.S.C. § 5321 and 31 CFR § 1010.820), and criminal penalties that include fines of up to $250,000 and/or imprisonment of up to 5 years (31 U.S.C. § 5322 and 31 CFR § 1010.840). Criminal penalties may increase to include fines of up to $500,000 and/or imprisonment of up to 10 years if the violation occurs "while violating another law of the United States." (31 U.S.C. § 5322(b)).

Any suspected unauthorized disclosure of BSA Information will be referred to the appropriate officials for inquiry and/or investigation.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0667-24

File ID:	0667-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	183-2024	**In Control:**	Urban County Council
				File Created:	06/17/2024
File Name:	OHPI FY25 ESR Shelter Funding			**Final Action:**	07/02/2024

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Purchase of Service Agreements with the following seven (7) Extended Social Resource (ESR) Program -Grantee agencies, pursuant to Administrative Agreements and RFP #25-2024 or RFP #34-2024 (Emergency Shelter): Hope Center, Inc. ($850,000), GreenHouse17, Inc. ($190,000), Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($245,406), Arbor Youth Services, Inc. ($269,116), Hospice of the Bluegrass, Inc. d/b/a Bluegrass Care Navigators ($87,650), New Life Day Center, Inc. ($150,715) and the Salvation Army ($125,127); to provide emergency shelter services, at a cost not to exceed $1,918,014. [Office of Homelessness Prevention and Intervention, Herron]

Notes: hope center, CCA, Greenhouse 17, Hopsice, newlife day and Arbor Youth stamped and filedin CCO, copies given back to J. Herron 7.3 AA

Salvation Army stamped and returned to Jeff 8/19/2024. MS

Sponsors:

Enactment Date: 07/02/2024

Attachments: 24-Blue Sheet Memo-OHPI ESR Emergency Shelter, RFP #25-2024 Emergency Shelter - ESR, RFP #34-2024 Emergency Shelter - SUPPLEMENTAL ESR, 1-Under 18 Arbor Youth Services Shelter ESR FINAL application, 2-18-24 Arbor Youth Services Shelter Final ESR App, Exhibit C - Arbor Youth 0-17 - FY25, Exhibit C - Arbor Youth 18-24 - FY25, 1-Bluegrass Care Navigators MR Emergency Shelter 2024 LFUCG Grant Submission, Exhibit C - Bluegrass Care Navigators - FY25 ESR, 1-LFUCG ESR EFH 2023-24.Application, Exhibit C - Community Action EFH - FY25 ESR, 8-Attachment 1) Addendum 1 and Program Budget and Narrative, 10-RFP 25-2024 - Narrative - GreenHouse17, 3-NLDC ESR Grant Narrative, Exhibit C - Detailed Financial Report - NLDC FY25, 1-Salvation Army Proposal, Exhibit C - Salvation Army - FY25 ESR, Exhibit C - Hope Center Mens Shelter - FY25, ESR

Enactment Number: R-359-2024

Agreement - Arbor Youth (Revised) .1 . 4879-8143-1746 - FINAL, ESR Agreement - Bluegrass Care (Revised) .1 . 4887-7506-0929 - FINAL, ESR Agreement - Community Action Council (Revised) .1 . 4890-4134-6242 - FINAL, ESR Agreement - Greenhouse17 (Revised) .1 . 4878-2780-3585 - FINAL, ESR Agreement - Hope Center (Revised) .1 . 4889-1342-0482 - FINAL, ESR Agreement - New Life Day Center (Revised) .1 . 4863-3621-6258 - FINAL, ESR Agreement - Salvation Army (Revised) .1 . 4880-7498-5664 - FINAL, RESO 0667-24 ESR Emergency Shelter PSAs 4878-8270-7146 v.1.docx, R-359-2024, Contract #183-2024, Contract #183-2024 - Community Action Council, Contract #183-2024 - Arbor Youth Services, Contract #183-2024 -Hospice of the Bluegrass, Contract #183-2024 -Greenhouse 17, Contract #183-2024 - New Life Day Center, Contract #183-2024-Salvation Army

Deed #: **Hearing Date:**

Drafter: Jeff Herron **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		
1	Urban County Council	07/02/2024	Approved				Pass

Text of Legislative File 0667-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Purchase of Service Agreements with the following seven (7) Extended Social Resource (ESR) Program -Grantee agencies, pursuant to Administrative Agreements and RFP #25-2024 or RFP #34-2024 (Emergency Shelter): Hope Center, Inc. ($850,000), GreenHouse17, Inc. ($190,000), Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($245,406), Arbor Youth Services, Inc. ($269,116), Hospice of the Bluegrass, Inc. d/b/a Bluegrass Care Navigators ($87,650), New Life Day Center, Inc. ($150,715) and the Salvation Army ($125,127); to provide emergency shelter services, at a cost not to exceed $1,918,014. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute Purchase Service Agreements with the following seven (7) Extended Social Resource (ESR) Program Grantee agencies, pursuant to administrative Agreements and RFP 25-2024 or RFP 34-2024 (Emergency Shelter): Hope Center, Inc.

($850,000.00), GreenHouse17 ($190,000.00), Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($245,406.00), Arbor Youth Services ($269,116.00), Hospice of the Bluegrass, Inc. d/b/a Bluegrass Care Navigators ($87,650.00), New Life Day Center, Inc. ($150,715.00), and the Salvation Army ($125,127.00) to provide emergency shelter services, at a total cost not to exceed $1,918,014.00. (L0667-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 6/7/2024

Risk Management: N/A

Fully Budgeted: Yes, Budget Amendment to follow

Account Number:

Arbor Youth Services	1101	900313	0001	71101:	269,116.00	
Bluegrass Care Navigators	1101	900368	0001	71101:	87,650.00	
Community Action Council		1101	900307	0001	71101:	245,406.00
GreenHouse17	1101	900304	0001	71101:	190,000.00	
Hope Center	1101	900311	0001	71101:	850,000.00	
New Life Day Center	1101	900343	0001	71101:	150,715.00	
Salvation Army	1101	900317	0001	71101:	125,127.00	

This Fiscal Year Impact: $1,918,014.00

FY26 Impact: $1,918,014.00

Project: N/A

Activity: N/A

Budget Reference:

Current Balance: Budgeted

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNTIY DEVELOPMENT

DATE: **June 17, 2024**

SUBJECT: **Purchase Service Agreements – FY25 and FY26 Emergency Shelter**

Request: Council authorization to execute Purchase Service Agreements with the following seven Extended Social Resource (ESR) Program grantee agencies, pursuant to administrative agreements and RFP 25-2024 or RFP 34-2024 (Emergency Shelter): Hope Center, Inc. ($850,000.00), GreenHouse17 ($190,000.00), Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($245,406.00), Arbor Youth Services ($269,116.00), Hospice of the Bluegrass, Inc. d/b/a Bluegrass Care Navigators ($87,650.00), New Life Day Center, Inc. ($150,715.00), and the Salvation Army ($125,127.00) to provide emergency shelter, at a cost not to exceed $1,918,014.00.

Purpose of Request: The Office of Homelessness Prevention and Intervention oversees the Emergency Shelter priority area of the Extended Social Resource (ESR) Program. Emergency Shelter component funding is awarded for specific program implementation. A total of 7 programs will be funded. Exhibits defining the program(s) and establishing expectations for outcomes contained in grantee's RFP responses are attached to each Purchase of Service Agreement. The agencies will demonstrate impact and compliance through regular program and financial reporting to the Office of Homelessness Prevention and Intervention. ESR funding awards have been approved by the LFUCG Homelessness Prevention and Intervention Board's Program Performance and Evaluation Committee.

What is the Cost in this budget year and future budget years? Cost in FY25 is $1,918,014.00
The cost for future FY26 is: $1,918,014.00

Are the funds budgeted? Yes, fund are approved in the FY25 budget. BA in process to move funds into unique department IDs for each agency.

Account number: Arbor Youth Services 1101-900313-0001-71101: $269,116.00
Bluegrass Care Navigators 1101-900368-0001-71101: $87,650.00
Community Action Council 1101-900307-0001-71101: $245,406.00
GreenHouse17 1101-900304-0001-71101: $190,000.00
Hope Center 1101-900311-0001-71101: $850,000.00
New Life Day Center 1101-900343-0001-71101: $150,715.00
Salvation Army 1101-900317-0001-71101: $125,127.00

File Number: 0667-24

Director/Commissioner: Herron/Lanter

200 East Main St., Lexington, KY 40507 / 859.258.3070 Phone / 859.258.3081 Fax / lexingtonky.gov

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **#25-Emergency Overnight Shelter – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 25, 2024.** All forms and information requested in RFP #25-2024 must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee

was employed prior to the date of the contract.

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the

compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA: Begins on page 20

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

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ **Date:** ____/____/____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

Background
The Lexington-Fayette Urban County Government has established the Extended Social Resource Program to provide funds to various non-profits that provide important social services to the community. This Program supplements and supports the work of the Council by fulfilling an important and vital public purpose. The Council separates the emergency overnight shelter priority area from the ESR Program to create two distinct components: a Community Based Initiatives program, administered by the Department of Social Services and an emergency shelter program administered by the Office of Homelessness Prevention and Intervention.

The administration and management of the emergency shelter program is more efficiently performed by the Office of Homelessness Prevention and Intervention, which was created for the purpose of coordinating Lexington's efforts to end homelessness. The Lexington-Fayette Urban County Government's Homelessness Prevention and Intervention Board identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and that qualify for funding in accordance with the Lexington-Fayette County Continuum of Care.

The Council established a funding goal for each grant year of at least one percent (1%) of general fund revenues collected from the last full fiscal year. Of that, Council sets that forty percent (40%) of the total amount shall be allocated for the emergency shelter component. This 40% will include funding for all emergency shelters in Fayette County, even those previously funded outside of the ESR program.

Emergency shelter contracts will be awarded to eligible applicants to assist in operating an emergency shelter in alignment with the goals of the Lexington-Fayette County Continuum of Care, the Office of Homelessness Prevention and Intervention and the LFUCG Homelessness Prevention & Intervention Board. This is a purchase service agreement with terms set by LFUCG. LFUCG intends to fund any organization which operates a rapid resolution, housing-oriented emergency shelter that assists individuals and families to exit into permanent housing quickly.

This cycle of Extended Social Resource Program funding will accept proposals for both day shelters and overnight emergency shelters. The Office of Homelessness Prevention and Intervention recognizes the need for shelter options to be available 24/7/365 in order to meet essential needs and to facilitate connection to housing-oriented services in a manner that is flexible and low-barrier.

Instructions
Please submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON APRIL 25, 2024

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding period is for length of the analysis and completed recommendations, not to exceed two (2) years. Second year funding is contingent on budget allocations as adopted by the LFUCG Council.

LFUCG will make awards to multiple agencies with varying amounts based on scoring.

1.2 Proposal Submission

In order to be considered, proposals must be received by the April 25, 2024, deadline. The proposal must

contain the required documents and respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager of the Office of Homelessness Prevention & Intervention.

1.3 Acceptance/Rejection of Applications

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

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.4 Requests for Clarification

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

1.5 Timeline

This Request for Proposals is being released on March 28, 2024, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on April 25, 2024, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than May 30, 2024. This timeline is subject to change without notice.

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

The funded project will be required to submit quarterly financial and project timeline reports. Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at https://lexingtonky.ionwave.net/Login.aspx. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the CoC. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 3.0 and utilizing format described below (15 pages or less)
  - Double spaced
  - Single sided
  - Times New Roman 12-point font with 1-inch margins
  - Page numbers in bottom right corner of complete submission

3.0 MINIMUM ELIGIBILITY CRITERIA/REQUIREMENTS

Applicants for emergency shelter funding must meet or agree to implement the following items. Submission of a proposal constitutes agreement to these terms:

- All shelter guests must be entered into the Kentucky Homeless Management Information System (KYHMIS) database. If the organization is a victim service provider, the requirement for a comparable database must be fulfilled. All emergency shelter program-specific data elements and timeliness must comply with the LFUCG Homelessness Prevention and Intervention Board's Data Quality Plan.

- Shelters must participate fully in the Lexington's Housing Triage System, our community's Coordinated Entry system. For shelters, this means conducting the CoC's common assessment tool for guests who have reached an appropriate length of stay/participation [1], entering those guests into the Lexington CoC Coordinated Entry project in KYHMIS, and meeting all responsibilities outlined in Lexington Housing Triage System Policies & Procedures adopted by the LFUCG Homelessness Prevention & Intervention Board.

- Shelters must comply with LFUCG Homelessness Prevention and Intervention's Board Anti-Discrimination Policies to ensure that they do not contribute to unlawful gaps in access based on race, ethnicity, gender identity, sexuality, or other demographics, as defined by federal, state, and local laws and ordinances. Shelters will have a culture that exhibits cultural competency and responsiveness.

[1] Best practice recommends that individuals/households would access shelter for a period of 14 days prior to assessing for Coordinated Entry. This allows for self-resolution and diversion/rapid resolution and ensures case management staff maintain capacity to meet shelter needs.

4.0 EVALUATION

4.1 General Shelter Information 20 points

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

- ⇨ Provide a description of the shelter including:
  - shelter operating hours;
  - population(s) served, including any special populations served;
  - shelter rules and procedures **(submit documentation)**;
  - how basic needs are met such as meals and personal care;
  - operating hours outside of nighttime shelter, i.e. are staff operating during the day;
  - general staffing description for the shelter.
- ⇨ Does your emergency shelter consistently implement practices to meet people where they are, and provide person-centered care that focuses on personal strengths? **(submit documentation)**
- ⇨ What policies or value statements convey clear expectations that guests will be treated with dignity and respect, and how does the shelter monitor adherence to these expectations? **(submit documentation)**
- ⇨ Are expectations of guests clearly communicated and easily accessible for review by guests? **(submit documentation of communication process)**
- ⇨ What policies and resources does the shelter have to facilitate communication with persons of limited English proficiency and/or disabilities that might require accommodation? **(submit documentation)**
- ⇨ How does the shelter meet the needs of persons with disabilities, including those with mobility limits or those requiring use of medical equipment?
- ⇨ What specific practices help ensure that the shelter exhibits cultural competency and provides appropriate protections for shelter seekers across demographic differences?
- ⇨ Does the shelter involve guests in governance and operations? **(submit documentation)**

4.2 Rapid Resolution, Housing-Oriented 25 points

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

Narrative for this section should address all of the following prompts:

- ⇨ Does your shelter's process for accessing shelter assess options for diverting from shelter?
- ⇨ Does your emergency shelter's diversion approach include, when needed, financial assistance, mediation, housing navigation, legal assistance, or other supports?
- ⇨ What role do mainstream programs play in supporting shelter seekers and diversion efforts?
- ⇨ How does your emergency shelter provide immediate assistance and link guests with housing options within the first 14 days of a shelter stay/participation?

- ⇨ How does your emergency shelter use data routinely to detect trends, identify frequent users, and monitor housing success and other performance measures?
- ⇨ How does your emergency shelter coordinate with the broader homelessness response system to engage in system-level planning?
- ⇨ Does your emergency shelter assess and address the safety risks for people fleeing domestic violence?
- ⇨ Describe how shelter guests are assigned case management and detail how case management is provided in your shelter. What days/times are case managers available to assist guests? How often do case managers discuss housing options with guests? Are there any prerequisites for guests to access case management? What is the overall capacity of case management services and the caseload ratios per case manager?
- ⇨ How and when do the conversations about obtaining housing begin? Do case managers utilize best practices when working with clients, such as trauma informed care? What training does the shelter provide/require of case management staff on evidenced based practices?
- ⇨ How will shelter staff members or volunteers help shelter guests access documents required for housing (birth certificates, Social Security cards, etc.) when needed?

4.3 Low-Barrier **25 points**

Up to 25 points will be awarded to applicants based on an evaluation of the shelter's commitment to a Housing First, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

Narrative for this section should address all of the following prompts:

- ⇨ Does the shelter set only minimal and reasonable requirements for guests, and does the shelter enforce these requirements in a fair and transparent way? **(submit documentation)**
- ⇨ Does your emergency shelter have minimal expectations or requirements of people seeking shelter? **(submit documentation)**
- ⇨ Does your shelter welcome self-defined family and kinship groups to seek shelter together?
- ⇨ Can your emergency shelter identify financial resources that can support the adoption of low-barrier policies and practices and support extended or flexible hours and adapted service-delivery models?
- ⇨ Does your shelter accommodate pets and personal belongings?
- ⇨ Does the shelter make accommodations to store belongings and, if so, how?
- ⇨ Do your shelter intake process and housing navigation services coordinate closely with community-based outreach services and Coordinated Entry?
- ⇨ Does your shelter create flexible and predictable access for people seeking shelter?
- ⇨ Are guests required or requested to contribute funds or labor to remain in the shelter? **(submit documentation of any program fees or volunteer time required)**
- ⇨ Are guests required or requested to leave the shelter during any portion of operating hours?
- ⇨ Are guests required to participate in classes or programs as a condition of remaining in the shelter?
- ⇨ Describe the process followed to determine whether someone is admitted or removed from the shelter and appeals available to those denied access. Applicants should include with their proposal a copy of written operation procedures for denial of services. This includes drug testing. **(submit documentation)**
- ⇨ How many participants were restricted, denied access, or banned in the past 12 months for reasons described above? What is the shelter's process for reviewing restrictions/bans and allowing guests to return?

4.4 Actual Results **20 Points**

Applicants will be evaluated based on actual results from the previous year. LFUCG will utilize access to KYHMIS or a VSP comparable database for organizations with prior year participation. **ONLY** non-participating, first-time applicants should provide a narrative describing outcome targets and actual results for relevant existing shelter. If the organization has not operated an emergency shelter in the past year, the organization may submit performance reports for any transitional housing, rapid rehousing, or permanent supportive housing program.

The OHPI reserves the right to negotiate final targets. Results will be evaluated based on reports from the KYHMIS or VSP comparable database, not agency records.

⇨ Submit reports from January 1, 2023, to December 31, 2023:
- CoC APR

Reports will be reviewed to assess performance on measures including data quality and timeliness, length of participation/stay, and exits to permanent housing. System-level data will also be reviewed to assess how the shelter contributes to Coordinated Entry access and returns to homelessness.

4.5 Budget, Appropriateness and Feasibility of Budget **10 points**

Every community, including Lexington, faces the challenge of ensuring that shelter capacity is scaled to meet local need and that it is financed accordingly. This does assume that we should expand emergency shelter for those in the community that are currently experiencing unsheltered homelessness.

In making decisions regarding necessary capacity, LFUCG will consider how a broad range of changes and improvements within their crisis response systems will impact need and demand for emergency shelter, including: increased emphasis on diversion strategies and services; reductions in the length of time it takes for guests to move from shelter to permanent housing, including through expanded rapid resolution interventions; removal of barriers to entry; and increased emphasis on long-term or frequent users of emergency shelter.

Complete this table by indicating the total in the column to the right, then respond to the narrative prompts below:	**Total**
***Number of individual beds available:	
***Number of units available for families, if applicable:	
If day shelter, number of guests that can be accommodated:	
Funds requested from LFUCG:	
Average daily census for individuals based on KYHMIS data:	
Average daily census for families based on KYHMIS data:	
If day shelter, average daily census/persons served:	
Total annual budget for shelter (all funding sources):	
% LFUCG investment (LFUCG Request/Total Budget * 100):	

⇨ ***Total beds above exclude any overflow capacity such as mats on the floor, sleeping in lobbies, dining room chairs or overflow into other buildings owned by partners such as churches or other non-profits. Also exclude beds reserved for/supported by Department of Corrections, Veterans Administration, Department of Community Based Services, or other funding sources.

⇨ Please describe all funding sources other than LFUCG that are included in your total emergency shelter budget.

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

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable). The budget narrative should also clearly indicate whether expanded supportive services will be provided by the proposing organization or a third party contractor and the amount of LFUCG grant money anticipated to be used for these services.

Staff Salaries – Identify each position allocated for the shelter, role in the shelter and percentage of FTE allocated.

Staff Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

Consultant Services – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

Space/Facilities – Describe the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs to the Total Program Budget. Identify any office or program space in an LFUCG owned building, and describe in detail, including building address, approximate square footage utilized by your agency, rent/lease fees charged by LFUCG, and any other costs (monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – List the type of scholarships or stipends, and include the number of people or organizations to receive funds, the maximum amount per recipient, and show the basis for computation.

Operating Expenses – Break down costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project. For each item identify the category, such as "rent," and a brief justification of the amount requested.

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **#34-2024 Emergency Shelter – SUPPLEMENTAL ESR** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 8, 2024.** All forms and information requested in RFP #34-2024 must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

This is a supplemental RFP. If your agency submitted a response to RFP #25-2024 Emergency Shelter ESR, you do not need to resubmit on this RFP.

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her

contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA: Begins on page 20

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

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions

specified in Section 202 of this order have been violated.

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ **Date:** ____/____/____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is

authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

Background
The Lexington-Fayette Urban County Government has established the Extended Social Resource Program to provide funds to various non-profits that provide important social services to the community. This Program supplements and supports the work of the Council by fulfilling an important and vital public purpose. The Council separates the emergency overnight shelter priority area from the ESR Program to create two distinct components: a Community Based Initiatives program, administered by the Department of Social Services and an emergency shelter program administered by the Office of Homelessness Prevention and Intervention.

The administration and management of the emergency shelter program is more efficiently performed by the Office of Homelessness Prevention and Intervention, which was created for the purpose of coordinating Lexington's efforts to end homelessness. The Lexington-Fayette Urban County Government's Homelessness Prevention and Intervention Board identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and that qualify for funding in accordance with the Lexington-Fayette County Continuum of Care.

The Council established a funding goal for each grant year of at least one percent (1%) of general fund revenues collected from the last full fiscal year. Of that, Council sets that forty percent (40%) of the total amount shall be allocated for the emergency shelter component. This 40% will include funding for all emergency shelters in Fayette County, even those previously funded outside of the ESR program.

Emergency shelter contracts will be awarded to eligible applicants to assist in operating an emergency shelter in alignment with the goals of the Lexington-Fayette County Continuum of Care, the Office of Homelessness Prevention and Intervention and the LFUCG Homelessness Prevention & Intervention Board. This is a purchase service agreement with terms set by LFUCG. LFUCG intends to fund any organization which operates a rapid resolution, housing-oriented emergency shelter that assists individuals and families to exit into permanent housing quickly.

This cycle of Extended Social Resource Program funding will accept proposals for both day shelters and overnight emergency shelters. The Office of Homelessness Prevention and Intervention recognizes the need for shelter options to be available 24/7/365 in order to meet essential needs and to facilitate connection to housing-oriented services in a manner that is flexible and low-barrier.

Instructions
Please submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON MAY 8, 2024

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding period is for length of the analysis and completed recommendations, not to exceed two (2) years. Second year funding is contingent on budget allocations as adopted by the LFUCG Council.

LFUCG will make awards to multiple agencies with varying amounts based on scoring.

1.2 Proposal Submission

In order to be considered, proposals must be received by the April 25, 2024, deadline. The proposal must contain the required documents and respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager of the Office of Homelessness Prevention & Intervention.

1.3 Acceptance/Rejection of Applications

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

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.4 Requests for Clarification

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

1.5 Timeline

This Request for Proposals is being released on March 28, 2024, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on April 25, 2024, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than May 30, 2024. This timeline is subject to change without notice.

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

will be contacted.

1.8 Reporting

The funded project will be required to submit quarterly financial and project timeline reports. Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at https://lexingtonky.ionwave.net/Login.aspx. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the CoC. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 3.0 and utilizing format described below (15 pages or less)
  - Double spaced
  - Single sided
  - Times New Roman 12-point font with 1-inch margins
  - Page numbers in bottom right corner of complete submission

3.0 MINIMUM ELIGIBILITY CRITERIA/REQUIREMENTS

Applicants for emergency shelter funding must meet or agree to implement the following items. Submission of a proposal constitutes agreement to these terms:

- All shelter guests must be entered into the Kentucky Homeless Management Information System (KYHMIS) database. If the organization is a victim service provider, the requirement for a comparable database must be fulfilled. All emergency shelter program-specific data elements and timeliness must comply with the LFUCG Homelessness Prevention and Intervention Board's Data Quality Plan.

- Shelters must participate fully in the Lexington's Housing Triage System, our community's Coordinated Entry system. For shelters, this means conducting the CoC's common assessment tool for guests who have reached an appropriate length of stay/participation [1], entering those guests into the Lexington CoC Coordinated Entry project in KYHMIS, and meeting all responsibilities outlined in Lexington Housing Triage System Policies & Procedures adopted by the LFUCG Homelessness Prevention & Intervention Board.

[1] Best practice recommends that individuals/households would access shelter for a period of 14 days prior to assessing for Coordinated Entry. This allows for self-resolution and diversion/rapid resolution and ensures case management staff maintain capacity to meet shelter needs.

- Shelters must comply with LFUCG Homelessness Prevention and Intervention's Board Anti-Discrimination Policies to ensure that they do not contribute to unlawful gaps in access based on race, ethnicity, gender identity, sexuality, or other demographics, as defined by federal, state, and local laws and ordinances. Shelters will have a culture that exhibits cultural competency and responsiveness.

4.0 EVALUATION

4.1 General Shelter Information 20 points

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

- ⇨ Provide a description of the shelter including:
  - shelter operating hours;
  - population(s) served, including any special populations served;
  - shelter rules and procedures **(submit documentation)**;
  - how basic needs are met such as meals and personal care;
  - operating hours outside of nighttime shelter, i.e. are staff operating during the day;
  - general staffing description for the shelter.
- ⇨ Does your emergency shelter consistently implement practices to meet people where they are, and provide person-centered care that focuses on personal strengths? **(submit documentation)**
- ⇨ What policies or value statements convey clear expectations that guests will be treated with dignity and respect, and how does the shelter monitor adherence to these expectations? **(submit documentation)**
- ⇨ Are expectations of guests clearly communicated and easily accessible for review by guests? **(submit documentation of communication process)**
- ⇨ What policies and resources does the shelter have to facilitate communication with persons of limited English proficiency and/or disabilities that might require accommodation? **(submit documentation)**
- ⇨ How does the shelter meet the needs of persons with disabilities, including those with mobility limits or those requiring use of medical equipment?
- ⇨ What specific practices help ensure that the shelter exhibits cultural competency and provides appropriate protections for shelter seekers across demographic differences?
- ⇨ Does the shelter involve guests in governance and operations? **(submit documentation)**

4.2 Rapid Resolution, Housing-Oriented 25 points

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

Narrative for this section should address all of the following prompts:

- ⇨ Does your shelter's process for accessing shelter assess options for diverting from shelter?

- ⇨ Does your emergency shelter's diversion approach include, when needed, financial assistance, mediation, housing navigation, legal assistance, or other supports?
- ⇨ What role do mainstream programs play in supporting shelter seekers and diversion efforts?
- ⇨ How does your emergency shelter provide immediate assistance and link guests with housing options within the first 14 days of a shelter stay/participation?
- ⇨ How does your emergency shelter use data routinely to detect trends, identify frequent users, and monitor housing success and other performance measures?
- ⇨ How does your emergency shelter coordinate with the broader homelessness response system to engage in system-level planning?
- ⇨ Does your emergency shelter assess and address the safety risks for people fleeing domestic violence?
- ⇨ Describe how shelter guests are assigned case management and detail how case management is provided in your shelter. What days/times are case managers available to assist guests? How often do case managers discuss housing options with guests? Are there any prerequisites for guests to access case management? What is the overall capacity of case management services and the caseload ratios per case manager?
- ⇨ How and when do the conversations about obtaining housing begin? Do case managers utilize best practices when working with clients, such as trauma informed care? What training does the shelter provide/require of case management staff on evidenced based practices?
- ⇨ How will shelter staff members or volunteers help shelter guests access documents required for housing (birth certificates, Social Security cards, etc.) when needed?

4.3 Low-Barrier **25 points**

Up to 25 points will be awarded to applicants based on an evaluation of the shelter's commitment to a Housing First, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

Narrative for this section should address all of the following prompts:

- ⇨ Does the shelter set only minimal and reasonable requirements for guests, and does the shelter enforce these requirements in a fair and transparent way? **(submit documentation)**
- ⇨ Does your emergency shelter have minimal expectations or requirements of people seeking shelter? **(submit documentation)**
- ⇨ Does your shelter welcome self-defined family and kinship groups to seek shelter together?
- ⇨ Can your emergency shelter identify financial resources that can support the adoption of low-barrier policies and practices and support extended or flexible hours and adapted service-delivery models?
- ⇨ Does your shelter accommodate pets and personal belongings?
- ⇨ Does the shelter make accommodations to store belongings and, if so, how?
- ⇨ Do your shelter intake process and housing navigation services coordinate closely with community-based outreach services and Coordinated Entry?
- ⇨ Does your shelter create flexible and predictable access for people seeking shelter?
- ⇨ Are guests required or requested to contribute funds or labor to remain in the shelter? **(submit documentation of any program fees or volunteer time required)**
- ⇨ Are guests required or requested to leave the shelter during any portion of operating hours?
- ⇨ Are guests required to participate in classes or programs as a condition of remaining in the shelter?

- ⇨ Describe the process followed to determine whether someone is admitted or removed from the shelter and appeals available to those denied access. Applicants should include with their proposal a copy of written operation procedures for denial of services. This includes drug testing. **(submit documentation)**
- ⇨ How many participants were restricted, denied access, or banned in the past 12 months for reasons described above? What is the shelter's process for reviewing restrictions/bans and allowing guests to return?

4.4 Actual Results **20 Points**

Applicants will be evaluated based on actual results from the previous year. LFUCG will utilize access to KYHMIS or a VSP comparable database for organizations with prior year participation. **ONLY** non-participating, first-time applicants should provide a narrative describing outcome targets and actual results for relevant existing shelter. If the organization has not operated an emergency shelter in the past year, the organization may submit performance reports for any transitional housing, rapid rehousing, or permanent supportive housing program.

The OHPI reserves the right to negotiate final targets. Results will be evaluated based on reports from the KYHMIS or VSP comparable database, not agency records.

- ⇨ Submit reports from January 1, 2023, to December 31, 2023:
  - CoC APR

Reports will be reviewed to assess performance on measures including data quality and timeliness, length of participation/stay, and exits to permanent housing. System-level data will also be reviewed to assess how the shelter contributes to Coordinated Entry access and returns to homelessness.

4.5 Budget, Appropriateness and Feasibility of Budget **10 points**

Every community, including Lexington, faces the challenge of ensuring that shelter capacity is scaled to meet local need and that it is financed accordingly. This does assume that we should expand emergency shelter for those in the community that are currently experiencing unsheltered homelessness.

In making decisions regarding necessary capacity, LFUCG will consider how a broad range of changes and improvements within their crisis response systems will impact need and demand for emergency shelter, including: increased emphasis on diversion strategies and services; reductions in the length of time it takes for guests to move from shelter to permanent housing, including through expanded rapid resolution interventions; removal of barriers to entry; and increased emphasis on long-term or frequent users of emergency shelter.

Complete this table by indicating the total in the column to the right, then respond to the narrative prompts below:	**Total**
***Number of individual beds available:	
***Number of units available for families, if applicable:	
If day shelter, number of guests that can be accommodated:	
Funds requested from LFUCG:	
Average daily census for individuals based on KYHMIS data:	
Average daily census for families based on KYHMIS data:	
If day shelter, average daily census/persons served:	
Total annual budget for shelter (all funding sources):	
% LFUCG investment (LFUCG Request/Total Budget * 100):	

- ***Total beds above exclude any overflow capacity such as mats on the floor, sleeping in lobbies, dining room chairs or overflow into other buildings owned by partners such as churches or other non-profits. Also exclude beds reserved for/supported by Department of Corrections, Veterans Administration, Department of Community Based Services, or other funding sources.
- Please describe all funding sources other than LFUCG that are included in your total emergency shelter budget.

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

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable). The budget narrative should also clearly indicate whether expanded supportive services will be provided by the proposing organization or a third party contractor and the amount of LFUCG grant money anticipated to be used for these services.

Staff Salaries – Identify each position allocated for the shelter, role in the shelter and percentage of FTE allocated.

Staff Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

Consultant Services – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

Space/Facilities – Describe the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs to the Total Program Budget. Identify any office or program space in an LFUCG owned building, and describe in detail, including building address, approximate square footage utilized by your agency, rent/lease fees charged by LFUCG, and any other costs (monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – List the type of scholarships or stipends, and include the number of people or organizations to receive funds, the maximum amount per recipient, and show the basis for computation.

Operating Expenses – Break down costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project. For each item identify the category, such as "rent," and a brief justification of the amount requested.

Project Title: Arbor Youth Emergency Shelter for Minors
Applicant Name: Arbor Youth Services, Inc.
Address: 536 West Third St. Lexington, KY 40508
Contact Phone Number & Email: Stephanie Spires, Executive Director (859) 254-2501, Stephanie@ArborKy.org

Web Site Address: www.arborky.org

PROJECT SUMMARY

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe and supportive environment to youth who have suffered abuse, abandonment, or are at risk of victimization. Through this program we provide emergency shelter and accompanying support services to runaway, homeless, and street youth, ages ranging from birth through 17 years. AYS has operated the emergency shelter since 1976 and is the only Safe Place designated emergency shelter for youth in Central Kentucky.

AYS will achieve the following project objectives: meeting the basic, physical and psychological safety needs of runaway and homeless youth; improving the psychological, emotional and physical well-being of youth and providing services that improve youth's ability to reunite with family (when appropriate) or become self-sufficient while also building permanent connections with caring adults.

AYS intends to meet the above objectives through service activities that promote the philosophy of positive youth development and trauma informed care, while adhering to the Comprehensive Youth Centered Service Model. Service activities provided will include, but not be limited to, the following: provision of basic needs including temporary shelter, food, and clothing; hygiene items; crisis intervention; counseling; referrals and individual assessments; outreach and prevention services; safety planning; skill development and enrichment activities; case management; family counseling/reunification and service plans; employment and educational activities and aftercare services. Expected outcomes for this project include at least 100 youth having their basic needs met by accessing shelter and support services.

General Shelter Information

PROJECT NARRATIVE

Arbor Youth Services is currently licensed for a capacity of 10 beds, with 4 additional beds for emergency overflow. The actual bed count does not include the crib and 2 toddler beds available for use. We expect to provide shelter to at least 100 youth per year. We operate the shelter program 24 hours a day/7 days a week all year, with around the clock supervision (a minimum of 2 staff on shift at a time). Arbor Youth provides shelter services to children ages of birth through 17 years. Many of the youth served in our shelter have experienced multiple episodes of homelessness with their family, exhibit runaway behavior, are fleeing abusive situations or lack an available and capable adult to maintain custody.

Due to the special nature of our youth population, we provide our services in a home-like setting that encourages comfort while decreasing the effects of trauma to youth experiencing homelessness and other crises. All services are voluntary and free. Youth are encouraged to participate in family style meals, complete safety plans and case management, and are provided with all basic necessities upon intake and are expected to attend school if enrolled in Fayette County. We also provide medical, mental health and housing advocacy for all youth.

At Arbor Youth we pride ourselves on inclusion and having low or no barrier programs. Youth that access any of our programs are never denied based on ethnicity, socioeconomic background, religious affiliation, sexual orientation, gender-identity, health-status, or ability level. Additionally, it is important to us at Arbor Youth that our staff reflect the diversity of the youth we serve so we recruit experienced and passionate staff accordingly. Additionally, we have Spanish-speaking individuals on staff, and we use the Language Line when needed so as to not exclude any participant based English proficiency.

Upon entry into the shelter, staff conduct a brief Intake Assessment to determine immediate and basic needs such as food, clothing, and immediate medical and mental health needs. One of the first questions staff asks is whether the youth is hungry. Often, youth arrive at shelter with nothing but the clothing they are wearing or only what can fit in a small backpack. Therefore, AYS also keeps a supply of emergency clothing at the shelter. In addition to basic food, shelter, and clothing, youth also receive hygiene supplies. At this time, staff also complete a Safety Plan with youth that encourages individual safety measures be addressed that are specific to each youth. It is during this time that staff also address the sleeping locations of youth. With many years of experience serving the most vulnerable subpopulations of youth, AYS has found that discussing sleeping arrangements often provokes a sense of fear for youth that have been severely traumatized or stigmatized for being LGBTQIA+. Assigning beds often allows staff to naturally address the specific needs of youth that may require unique services. As part of the intake process, youth are presented with a handbook that details their rights and responsibilities as a client, what is expected of them but also what they can expect of AYS; this includes any rules and regulations that you are expected to follow (see attached).

Our staffing plan supports our maximum youth capacity and is in compliance with state regulations and accreditation standards. AYS maintains a staff-to-youth ratio of no less than 1:10 during sleeping hours, 1:8 (1:6 for youth under age 5) during waking hours, and 1:4 while providing transportation. The staffing schedule allows for two youth workers during first shift, two during second shift, and two during third shift to ensure that our staffing is more than adequate to meet required ratios. Our schedule also allows for part-time youth workers during peak hours and for program outings. Additionally, the Shelter Coordinator and Youth Advocate are on-site.

Beginning with our mission and philosophy of positive youth development, AYS promotes a culture that respects and values youth and the services provided to youth and their families. The quality of AYS's services is defined by best practices and national standards. It is represented through our incorporation of youth satisfaction measures and stakeholder input in our programming, a comprehensive personnel development and training program, and our innovative approaches to helping youth achieve positive outcomes. AYS has embraced the Positive Youth

Development philosophy since 1997, incorporating it at both the organizational and direct service levels. Staff receive training on youth development and assets building, and the operational policies and procedures of Arbor Youth Emergency Shelter reflect the PYD philosophy. In 1999, the Board of Directors formally adopted the PYD philosophy and updated the Core Values of the organization to reflect the key components of PYD. Those values being: 1) We believe in youth as resources; 2) We believe youth are the future; 3) We value diversity; 4) We believe all youth have potential and all youth are worthwhile; 5) We believe in empowering youth; 6) We believe in quality service through quality people; 7) We believe in adult/youth partnership, networking/ collaboration, and sharing responsibilities; and 8) We encourage youth self- advocacy. The organization believes that young people have strengths, regardless of their life situations, and that they should have basic rights in society, including the right to make decisions about their lives.

Rapid Resolution, Housing Oriented

When it is safe and feasible for the youth, Arbor Youth encourages alternative placements for youth as each stay in the shelter increases their chances of future episodes of homelessness in adulthood. With this in mind, we work closely with youth and families experiencing homelessness to prevent shelter intakes through family support meetings for youth who exhibit runaway behavior and resource referrals for families requiring housing. However, youth under the age of 18 who are experiencing homelessness often have very little control over their housing decisions, which creates a unique service delivery system that is quite different from the general homeless population. AYS encourages reunification with family when it is a healthy option for youth; however, staff also assist youth in obtaining alternative safe placements when necessary to avoid system placements.

The exit plan for safe and stable housing begins upon intake. The housing discussions are often between our staff and the family or fictive kin of the youth, social workers, or other relevant custody holders. We advocate for the best interest of the youth and take into consideration the youth's desires for long-term housing. We focus on increasing the youth's internal and external assets while residing at our shelter, so they are capable of making healthy and positive life decisions. Youth meet with our Youth Advocate 3-5 times a week to not only check-in with the youth to see how they're doing but to be sure they are a part of their placement process; we want to be sure youth have input in their lives and always know the status of their situation. We also assist youth in obtaining all needed documentation and other necessary items as deemed appropriate. Once youth exit, ongoing after-care is available if desired by the youth, and it is geographically feasible.

All shelter services are provided through a service philosophy and environment rooted in Positive Youth Development that empowers youth and is not punitive or restrictive. Our staff also practice trauma-informed care and utilize Mental Health First Aid to promote a safe and positive environment that encourages youth to attain independence and overall well-being.

Low-Barrier

Arbor Youth follows a philosophy of Positive Youth Development that encourages least restrictive policies that aim to empower youth to make healthy choices through strength-based models. Children and families are never required to contribute funds or participate in group activities to obtain shelter services. Youth must meet minimum eligibility requirements that ensure their safety and the safety of others, and supervisor approval is required for youth who have displayed inappropriate sexual behavior, severe violent behavior outside of the home, or exhibit suicidal behavior. Each youth is assessed on these safety components and decisions of eligibility are made in regard to the current population and safe alternative placement of the youth. We make all efforts possible to refrain from turning youth away and never turn away youth referred through our Safe Place program, police or through self-referral, as these are deemed emergency cases. Due to a deep understanding of our population and the belief in our youth to grow and change, we do not ban kids for indefinite periods and only discharge youth when a safe placement is available, never to the streets.

As part of intake, youth are provided a resident contract, consent forms, and policies that explain what is expected of them and what they can expect from staff. Staff thoroughly explain all documents to age-appropriate youth. During their stay, youth are encouraged to participate in groups where they discuss things like social skills and their emotional well-being. We also provide an active schedule of enrichment activities, such as touring the science center and physical activities like swimming and ice skating. While we encourage youth participation in every opportunity provided, everything is voluntary and at the discretion of youth. Arbor Youth maintains a service philosophy that is not punitive or restrictive, meaning youth have input in what they want or do not want to do and, also allowing for the common developmentally appropriate "mistakes" that come with youth.

Youth participation at the shelter is important and valuable to both our program and program participants. However, all services are voluntary (and free), and youth are not required to participate in any accompanying support services. We encourage youth to participate in all aspects of service planning, such as setting goals and creating safety plans, as well as many program planning activities. Youth are also involved in our Performance and Quality Improvement program, and every youth is given the opportunity to complete a Youth Satisfaction Survey, which is an integral component of our service evaluation and planning process. With youth participation comes youth empowerment, increased self-esteem, self-confidence, and improvements to our overall program.

Arbor Youth welcomes all service and emotional support animals, and with any other pets, our staff are willing to make every possible effort to keep the pet and youth together in our facility. In addition, we are supportive of storing all belongings a youth arrives with, as space permits. Most often, youth arrive with little more than a backpack, and our staff works diligently to make sure we acquire any additional items. We have minimal closet space but also have two sheds behind our facility with ample storage space for youth needs.

Budget, Appropriateness and Feasibility of Budget

Number of individual beds available to the general population (exclude beds reserved 10

Complete this table	Total

Budget Justification

Number of individual beds available to the general population	10
Number of units available for families, if applicable	0
Funds requested from LFUCG	167,650
Total Budget for shelter program (all funding sources)	607,296
LFUCG investment per bed	16,765
LFUCG investment per unit, if applicable	n/a
Total cost per bed	60,729
Total cost per unit, if applicable	n/a
% LFUCG investment	27.6%

Staff Salaries

Executive Director: The Executive Director maintains a 1.0 FTE position at a projected annual salary of $91,125 during this budget period. Total time on this project is estimated at 20%, for a total project salary of $18225 (10%) requested in ESR funding.

Marketing and Development Coordinator: The Marketing and Development Coordinators is a 1.0 FTE position with an annual salary of $50,000. Total time on this project will be 10%, for a total project salary of $5,000 requested in ESR funding. This position is a key role for this project, as this person is responsible for ensuring AYS remains in compliance with all outcome measurements and grant requirements.

The Chief Finance and Operations Managers is a 1.0 FTE position with an annual salary of $70,000 with 20% of time devoted to this project for a total project salary of $7,000 (10%) requested in ESR funding. This position is essential to provide responsible fiscal oversight and accounting practices.

Shelter Coordinator: The Shelter Coordinator position is a 1.0 FTE position with an annual salary of $50,00 with 100% of time dedicated to this project, with a ESR funding request of $25,000 and AYS providing federal matching funds in the amount of $25,000. This is a key

position, as this role assists the Executive Director and Development Director in oversight of the program and ensuring quality data collection, RHY-HMIS data entry, compliance, regulation, and staff training are completed.

Youth Advocate: The Youth Advocate is a 1.0 FTE position with an annual salary of $41,600 with 100% of time dedicated to this project, with a ESR funding request of $21,600 and AYS providing federal matching funds in the amount of $20,000. The Youth Advocate is responsible for all case management duties, supervision of youth, facilitating groups, family & team meetings, in addition to other essential project functions. This staff person completes all assessments and is jointly responsible for HMIS reporting with the Shelter Coordinator.

Youth Workers: This project includes six full-time (1.0 FTE) Youth Workers and six part- time (0.5 PTE) Youth Workers with 100% of their time dedicated to the project. The total project portion of salaries is $299,520 with a ESR funding request of $85,000 and AYS providing federal and local matching funds in the amount of $214,520. Youth Workers are vital to the successful operation of this program. They are responsible for direct supervision, meal planning, maintaining the upkeep of the shelter, and other important daily duties.

The project portion of these salaries ($161,725) requested in ESR funding and matching funds from the applicant ($440,420) will be dedicated to salaries outlined above, for a total project salary of $602,145. The matching and non-program portions of the salaries outlined above are funded through various grants and contracts, such as funding awarded by Lexington Fayette Urban County Government, Kentucky's Cabinet for Health and Family Services, and United Way.

It should be noted that the board voted to increase salaries of all Arbor Youth Services employees in 2023. The Youth Worker's hourly pay was increased to $16 per hour based off of data that Lexington residents needed to earn $16 an hour to afford housing in the area. The leadership and board of Arbor Youth Services is committed to insuring that no staff member is struggling with housing insecurity because we believe that our employees cannot effectively provide shelter and housing assistance to youth and their families when the employee, themselves, is marginally housed.

Fringe Benefits: Arbor Youth Services is not requesting any funds for fringe benefits.

Consultant Services: AYS is not requesting any funds for consultant services.

Space/Facilities:

Utilities: Utilities include gas ($4,000), electric ($4,000), and water and sewage ($1,150).
Facility Expenses: Building expenses include security ($630), pest control services ($1,800), and facility maintenance ($2,150).
Arbor is requesting $2,125 in ESR funds for Space/Facilities, providing a match of $11,605.

Operating Expenses:

Total operating expenses are $40,988. See line-item budget attached for breakdown of expenses. Arbor is requesting $3,804 in ESR funds for operating expenses, providing a match of $37,184.

STAFF SALARIES	TOTA ES Budget	LFUCG ESR	Non-City Funding
Executive Director	36450	18225	18225
Marketing and Development Coordinator	5000	5000	0
CFOO	14000	7000	7000
Shelter Coordinator	50000	25000	25000
Youth Advocate	41500	21500	20000
FT YW 1	33275	7083	26192
FT YW 2	33275	7083	26192
FT YW 3	33275	7083	26192
FT YW 4	33275	7083	26192
FT YW 5	33275	7083	26192
FT YW 6	33275	7083	26192
PT YW 1	16637	7083	9554
PT YW 2	16637	7083	9554
PT YW 3	16637	7083	9554
PT YW 4	16637	7083	9554
PT YW 5	16637	7083	9554
PT YW 6	16637	7083	9554
Program Staff Salary Totals	**446422**	**161721**	**284701**
Total Fringe Benefits (36% of total pay)	**118136**	**0**	**118136**
Total Space/Facilities	**13730**	**2125**	**11605**
Operating Expenses			
Food & Beverage	9000	0	9000
Kitchen Supplies	1800	0	1800
Telephone Service	2750	0	2750
Office Supplies	3120	-	3120
Program Supplies	3850	1350	2500
Vehicle Repair and Maint.	1000	0	1000
Vehicle Insurance	0	0	0
Gas for vehicles	3480	216	3264
Professional liability insurance	15988	2238	13750
Total Operating Expenses	**40988**	**3804**	**37184**

Program Total Budget	**607296**	**167650**	**451626**

Case Number _____

Resident Contract

MASH Rules

MASH is responsible for ensuring the safety of all youth residing at its emergency shelter. Below is a list of program rules. Violation of any of these rules constitutes a Major Rule Violation and may result in discharge from MASH.

No Weapons
No Violence or Threats of Violence
No Drugs or Alcohol
No Sex
No One in a Bedroom Belonging to the Opposite Sex

Program Guidelines

We want youth to feel as safe and comfortable as possible while residing at MASH. Youth come from different backgrounds and have different strengths and weaknesses. For everyone to feel safe and welcome, we ask that you follow the guidelines listed below during your stay.

1. Respect staff, peers, and property
2. Attend school and tutoring daily
3. Participate in groups and enrichment activities
4. Meet with your Advocate regularly
5. Eat meals with staff and peers
6. Complete chores, including cleaning your room
7. ALWAYS let staff know your whereabouts

Expectations of Staff

We strive to treat each youth with dignity and respect, and to provide for the basic needs of every youth residing at MASH. If you feel that staff or the facility is not meeting your needs, please talk to us about it. Below is a list of some of the things you can expect from staff while you are at MASH.

1. Safe and adequate shelter, meals, and support
2. Confidentiality of your personal information
3. Referrals for any assistance you request
4. Counseling for you and your family
5. Assistance in establishing and reaching your goals
6. To be treated in a fair and equitable manner
7. The opportunity to attend school

Youth Signature_____ Date_____

Guardian Signature_____ Date_____

EQUAL HOUSING OPPORTUNITY

AFFIDAVIT

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

1. His/her name is Stephanie Spires and he/she is the individual submitting the proposal or is the authorized representative of Arbor Youth Services, 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 Procurement 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.

Stephanie Spires

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Stephanie Spires on this the 24 day of APRIL, 2024

My Commission expires: 02/26/2025

JOSHUA PRESTON MCKINLEY
Notary Public
Commonwealth of Kentucky
Commission Number KYNP24404
My Commission Expires Feb 26, 2025

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.

Stephanie Spires
Signature

Arbor Youth Services
Name of Business

Firm Submitting Proposal: Arbor Youth Services

Complete Address: 536 W Third Street Lexington KY 40502
Street City Zip

Contact Name: Stephanie Spires Title: Executive Director

Telephone Number: 8592512501 Fax Number: n/a

Email address: Stephanie@ArborKy.org

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

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable). The budget narrative should also clearly indicate whether expanded supportive services will be provided by the proposing organization or a third party contractor and the amount of LFUCG grant money anticipated to be used for these services.

Staff Salaries – Identify each position allocated for the shelter, role in the shelter and percentage of FTE allocated.

Staff Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

Consultant Services – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

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Scholarships/Stipends – List the type of scholarships or stipends, and include the number of people or organizations to receive funds, the maximum amount per recipient, and show the basis for computation.

Operating Expenses – Break down costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project. For each item identify the category, such as "rent," and a brief justification of the amount requested.

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: #25-2024

Date: April 25, 2024

Subject: Emergency Shelter – ESR

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:
Please be advised of the following clarifications to the above referenced RFP:

1. Posting of Excel ESR Budget Template. This template should be filled out and uploaded with your submittal package.

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Arbor Youth Services

ADDRESS: 536 West Third Street, Lexington KY 40508

SIGNATURE OF BIDDER: Stephanie Spires

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

Background
The Lexington-Fayette Urban County Government has established the Extended Social Resource Program to provide funds to various non-profits that provide important social services to the community. This Program supplements and supports the work of the Council by fulfilling an important and vital public purpose. The Council separates the emergency overnight shelter priority area from the ESR Program to create two distinct components: a Community Based Initiatives program, administered by the Department of Social Services and an emergency shelter program administered by the Office of Homelessness Prevention and Intervention.

The administration and management of the emergency shelter program is more efficiently performed by the Office of Homelessness Prevention and Intervention, which was created for the purpose of coordinating Lexington's efforts to end homelessness. The Lexington-Fayette Urban County Government's Homelessness Prevention and Intervention Board identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and that qualify for funding in accordance with the Lexington-Fayette County Continuum of Care.

The Council established a funding goal for each grant year of at least one percent (1%) of general fund revenues collected from the last full fiscal year. Of that, Council sets that forty percent (40%) of the total amount shall be allocated for the emergency shelter component. This 40% will include funding for all emergency shelters in Fayette County, even those previously funded outside of the ESR program.

Emergency shelter contracts will be awarded to eligible applicants to assist in operating an emergency shelter in alignment with the goals of the Lexington-Fayette County Continuum of Care, the Office of Homelessness Prevention and Intervention and the LFUCG Homelessness Prevention & Intervention Board. This is a purchase service agreement with terms set by LFUCG. LFUCG intends to fund any organization which operates a rapid resolution, housing-oriented emergency shelter that assists individuals and families to exit into permanent housing quickly.

This cycle of Extended Social Resource Program funding will accept proposals for both day shelters and overnight emergency shelters. The Office of Homelessness Prevention and Intervention recognizes the need for shelter options to be available 24/7/365 in order to meet essential needs and to facilitate connection to housing-oriented services in a manner that is flexible and low-barrier.

Instructions
Please submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON APRIL 25, 2024

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding period is for length of the analysis and completed recommendations, not to exceed two (2) years. Second year funding is contingent on budget allocations as adopted by the LFUCG Council.

LFUCG will make awards to multiple agencies with varying amounts based on scoring.

1.2 Proposal Submission

In order to be considered, proposals must be received by the April 25, 2024, deadline. The proposal must

contain the required documents and respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager of the Office of Homelessness Prevention & Intervention.

1.3 Acceptance/Rejection of Applications

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

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.4 Requests for Clarification

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

1.5 Timeline

This Request for Proposals is being released on March 28, 2024, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on April 25, 2024, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than May 30, 2024. This timeline is subject to change without notice.

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

The funded project will be required to submit quarterly financial and project timeline reports. Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at https://lexingtonky.ionwave.net/Login.aspx. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the CoC. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 3.0 and utilizing format described below (15 pages or less)
  - Double spaced
  - Single sided
  - Times New Roman 12-point font with 1-inch margins
  - Page numbers in bottom right corner of complete submission

3.0 MINIMUM ELIGIBILITY CRITERIA/REQUIREMENTS

Applicants for emergency shelter funding must meet or agree to implement the following items. Submission of a proposal constitutes agreement to these terms:

- All shelter guests must be entered into the Kentucky Homeless Management Information System (KYHMIS) database. If the organization is a victim service provider, the requirement for a comparable database must be fulfilled. All emergency shelter program-specific data elements and timeliness must comply with the LFUCG Homelessness Prevention and Intervention Board's Data Quality Plan.

- Shelters must participate fully in the Lexington's Housing Triage System, our community's Coordinated Entry system. For shelters, this means conducting the CoC's common assessment tool for guests who have reached an appropriate length of stay/participation [1], entering those guests into the Lexington CoC Coordinated Entry project in KYHMIS, and meeting all responsibilities outlined in Lexington Housing Triage System Policies & Procedures adopted by the LFUCG Homelessness Prevention & Intervention Board.

- Shelters must comply with LFUCG Homelessness Prevention and Intervention's Board Anti-Discrimination Policies to ensure that they do not contribute to unlawful gaps in access based on race, ethnicity, gender identity, sexuality, or other demographics, as defined by federal, state, and local laws and ordinances. Shelters will have a culture that exhibits cultural competency and responsiveness.

[1] Best practice recommends that individuals/households would access shelter for a period of 14 days prior to assessing for Coordinated Entry. This allows for self-resolution and diversion/rapid resolution and ensures case management staff maintain capacity to meet shelter needs.

4.0 EVALUATION

4.1 General Shelter Information — 20 points

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

- ⇨ Provide a description of the shelter including:
  - shelter operating hours;
  - population(s) served, including any special populations served;
  - shelter rules and procedures **(submit documentation)**;
  - how basic needs are met such as meals and personal care;
  - operating hours outside of nighttime shelter, i.e. are staff operating during the day;
  - general staffing description for the shelter.
- ⇨ Does your emergency shelter consistently implement practices to meet people where they are, and provide person-centered care that focuses on personal strengths? **(submit documentation)**
- ⇨ What policies or value statements convey clear expectations that guests will be treated with dignity and respect, and how does the shelter monitor adherence to these expectations? **(submit documentation)**
- ⇨ Are expectations of guests clearly communicated and easily accessible for review by guests? **(submit documentation of communication process)**
- ⇨ What policies and resources does the shelter have to facilitate communication with persons of limited English proficiency and/or disabilities that might require accommodation? **(submit documentation)**
- ⇨ How does the shelter meet the needs of persons with disabilities, including those with mobility limits or those requiring use of medical equipment?
- ⇨ What specific practices help ensure that the shelter exhibits cultural competency and provides appropriate protections for shelter seekers across demographic differences?
- ⇨ Does the shelter involve guests in governance and operations? **(submit documentation)**

4.2 Rapid Resolution, Housing-Oriented — 25 points

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

Narrative for this section should address all of the following prompts:

- ⇨ Does your shelter's process for accessing shelter assess options for diverting from shelter?
- ⇨ Does your emergency shelter's diversion approach include, when needed, financial assistance, mediation, housing navigation, legal assistance, or other supports?
- ⇨ What role do mainstream programs play in supporting shelter seekers and diversion efforts?
- ⇨ How does your emergency shelter provide immediate assistance and link guests with housing options within the first 14 days of a shelter stay/participation?

- ⇨ How does your emergency shelter use data routinely to detect trends, identify frequent users, and monitor housing success and other performance measures?
- ⇨ How does your emergency shelter coordinate with the broader homelessness response system to engage in system-level planning?
- ⇨ Does your emergency shelter assess and address the safety risks for people fleeing domestic violence?
- ⇨ Describe how shelter guests are assigned case management and detail how case management is provided in your shelter. What days/times are case managers available to assist guests? How often do case managers discuss housing options with guests? Are there any prerequisites for guests to access case management? What is the overall capacity of case management services and the caseload ratios per case manager?
- ⇨ How and when do the conversations about obtaining housing begin? Do case managers utilize best practices when working with clients, such as trauma informed care? What training does the shelter provide/require of case management staff on evidenced based practices?
- ⇨ How will shelter staff members or volunteers help shelter guests access documents required for housing (birth certificates, Social Security cards, etc.) when needed?

4.3 Low-Barrier **25 points**

Up to 25 points will be awarded to applicants based on an evaluation of the shelter's commitment to a Housing First, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

Narrative for this section should address all of the following prompts:

- ⇨ Does the shelter set only minimal and reasonable requirements for guests, and does the shelter enforce these requirements in a fair and transparent way? **(submit documentation)**
- ⇨ Does your emergency shelter have minimal expectations or requirements of people seeking shelter? **(submit documentation)**
- ⇨ Does your shelter welcome self-defined family and kinship groups to seek shelter together?
- ⇨ Can your emergency shelter identify financial resources that can support the adoption of low-barrier policies and practices and support extended or flexible hours and adapted service-delivery models?
- ⇨ Does your shelter accommodate pets and personal belongings?
- ⇨ Does the shelter make accommodations to store belongings and, if so, how?
- ⇨ Do your shelter intake process and housing navigation services coordinate closely with community-based outreach services and Coordinated Entry?
- ⇨ Does your shelter create flexible and predictable access for people seeking shelter?
- ⇨ Are guests required or requested to contribute funds or labor to remain in the shelter? **(submit documentation of any program fees or volunteer time required)**
- ⇨ Are guests required or requested to leave the shelter during any portion of operating hours?
- ⇨ Are guests required to participate in classes or programs as a condition of remaining in the shelter?
- ⇨ Describe the process followed to determine whether someone is admitted or removed from the shelter and appeals available to those denied access. Applicants should include with their proposal a copy of written operation procedures for denial of services. This includes drug testing. **(submit documentation)**
- ⇨ How many participants were restricted, denied access, or banned in the past 12 months for reasons described above? What is the shelter's process for reviewing restrictions/bans and allowing guests to return?

WORKFORCE ANALYSIS FORM

Name of Organization: ARBOR YOUTH SERVICES

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														
Professionals		1	6			2	15										
Superintendents																	
Supervisors		1	1														
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:		3	8			2	15										

Prepared by: Joshua McKinley, CFFO **Date:** 04/24/24

(Name and Title)

Revised 2015-Dec-15

ARBOR YOUTH SERVICES, INC.
AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY

I. Policy

A. General Statement

Arbor Youth Services is an equal opportunity employer operating under federal and state laws which prohibit discrimination against any person in recruitment examination, appointment, training, promotion, retention or any other personnel action because of such individual's race, color, religion, sex, national origin, or ancestry. This Affirmation Action Plan restates that commitment and assigns continuing responsibility for specific activities to ensure that minorities and women are considered in all employment activities.

In initiating the Plan Arbor Youth Services recognizes (1) that it is necessary to identify and deal with discrimination and roadblocks to equal opportunity, intended or unintended; (2) that well-conceived, planned and realistic actions are necessary to provide for achieving true equality of opportunity; (3) that these actions be aggressively pursued; (4) that an effective periodic self-evaluation is needed to ascertain whether pre-determined goals are being met; and (5) that this evaluation will result in updating the action plan, as necessary, to meet changing needs and to effectively resolve problems.

B. Administration and Communication of the Plan

Under the direction of the Executive Director, the overall responsibility for administering the Plan rests with the Administrative Coordinator. However, each program Coordinator is responsible for applying the Affirmative Action Plan to all activities of their program divisions and shall be held accountable for results. Such cooperative action as is necessary between divisions shall be coordinated by the Executive Director. A continuing evaluation of the effectiveness of the Plan shall be made by the Executive Director and periodic reports evaluation of the results of the Plan shall be included in the Annual Report provided at the Board of Directors retreat.

Copies of this Plan shall be distributed to program coordinators by the Executive Director to ensure the recognition of the major commitment and top management approval of the Plan.

C. Community Participation

Arbor Youth Services goes on record as supporting community activities which are designed to improve the employability of minorities including educational and training programs conducted by various educational institutions. Liaison, established by personal contact, will be maintained with existing equal opportunity programs.

II. Recruitment

Recognizing that recruitment efforts are the means by which the Affirmative Action Plan can be implemented with significant and immediate results, the Executive Director will be given

the primary responsibility of attracting minority and female applicants. This shall also be a concern of other staff recruiters.

A. Development of Contacts by the Executive Director and Other Staff Recruiters

1. Attend meetings of community, minority, and women's organizations to explain policy and objectives.
2. Represent Arbor Youth Services at local conferences which relate to the employment of minorities and women.
3. Cultivate personal contacts with members of the minority community and organizations to further the progress of women.
4. Arrange for tours of Arbor Youth's facilities for minority and female groups.
5. Maintain liaison with work-experience programs and special training programs for minority and female groups.
6. Encourage minority and female employees to refer their friends who are qualified for job vacancies.
7. Participate in local career days at schools and colleges, particularly those with large numbers of female and minority students.
8. Notify churches and community organizations which serve the minority community of organizational vacancies and the organization's Affirmative Action Plan.
9. Discuss Arbor Youth's employment needs and policy with community associations, organizations of minorities, and organizations to further the progress of women and minorities.
10. Notify organizations, including professional, business, and trade associations designed to further the progress of women and minority groups, the AAUW, the NAACP, and other appropriate groups, of employment opportunities, especially in professional and managerial classifications.

B. Encouragement of Job Applicants

1. Include "Equal Opportunity Employer" on all recruitment advertising.
2. Post promotional opportunities and encourage applications.
3. Advertise job vacancies in media reaching women and the minority community.
4. Develop special recruitment literature for minorities and women.
5. Use City Recreation Centers, Community Centers, and Branch Libraries as locations from which to conduct recruitment activities.
6. When vacancies occur in professional positions, make special effort to contact colleges with large minority enrollments.
7. Indicate on job announcements that positions are open to women and men.

III. Selection

Screening of applicants is the responsibility of the Executive Director and program Coordinators through review of applications, interviewing, and certification. Final selection is the responsibility of each program Coordinator with the approval of the Executive Director.

A. Examinations

The definition of examinations includes the process from review of applications to final determination of eligibility. While an evaluation of all tests used in selection is not feasible at the present time, the following actions shall be taken to avoid discrimination and to acquire pertinent statistics for use in any further evaluation.

1. Where possible, eliminate from the application form all inquiries concerning race, color, religion, sex, national origin or ancestry. This includes, but is not limited to pre-employment inquiries concerning marital status, maiden name, number of dependents, arrest record.
2. For written tests, keep a record of the success of women and minority group members in taking the test.
3. A program coordinator should notify the Executive Director if in their judgment the experience requirements or the tests are unnecessarily restricting selection for employment or promotion or when they feel the test has poor validity.

B. Counseling

1. Suggest to rejected applicants possible actions to improve their chances of future employment.
2. Provide career counseling to present employees upon request, pointing out promotional opportunities, career ladders used by other employees, and training needs.

C. Appointment

1. Persons making final selection should interview as objectively as possible and notify applicants not appointed of the reason for the decision.
2. Where the staff has an unrepresentative mix of minorities and women, merit factors remaining equal, special attention should be given to this matte when a vacancy is to be filled.

IV. Training

1. Encourage women and minority employees to participate in education and training courses given by Arbor Youth and courses given within the community.
2. Special attention should be given to promoting the selection of minority members and women for in-service training.
3. Organize additional training courses for upgrading the skills of employees.
4. For future evaluation purposes, record the participation rates of women and minorities in training courses and their use of educational leave and educational assistance.
5. Include information regarding the Affirmative Action Plan in all training courses at all levels, especially training sessions for supervisors.
6. Utilize the orientation interview to describe the Plan and career possibilities.

V. Career ladders and Promotion

1. Post promotional opportunities and encourage the widest range of applications.
2. On an individual basis, counsel employees on their probable career ladder.

3. As the need arises, rate employees on their promotional potential and provide career information and training information.
4. Encourage program Coordinators to notify the Executive Director of minority staff members and women who have significant promotional potential so that the Executive Director suggest they apply for vacancies at a higher level.

VI. Evaluation and Reporting

1. Data shall be compiled every six months indicating the number and percentages of employees in each department by designated pay grade levels from various minority groups. A similar report shall be prepared on women.
2. A summary and evaluation of the above data shall be prepared for distribution to the Executive Director, Board of Directors, all program coordinators, and other interested persons.
3. Program Coordinators shall report to the Executive Director or Administrative Coordinator any problems or suggestions on the implementation of the Plan to aid in the evaluation.

VII. Complaints and Appeals

1. Complaints resulting from the administration of this plan shall be submitted to the Executive Director in accordance with the provisions of the Grievance Policy.
2. If the complaint is based on alleged discrimination because of race, color, religion, sex, national origin, or ancestry, the complainant may appeal to Board of Directors, where the complaint is within the jurisdiction of the Board as provided for in Grievance Policy. If the Board finds that there was discrimination, it shall recommend or where so empowered by the policy, it shall order, appropriate corrective action.

Report Run History

Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User
210662	04/24/2024 02:59:30 PM (0.00 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210660	04/24/2024 01:31:44 PM (0.11 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210659	04/24/2024 01:28:19 PM (0.13 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210658	04/24/2024 01:28:05 PM (0.23 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210657	04/24/2024 01:21:06 PM (0.10 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea

Showing 1-5 of 24

Report Options

Name

Description

Provider Type • Provider Reporting Group

Provider * Arbor Youth-ACYF-FYSB-RHY-BCPes-ES-LEX (2312)
This provider AND its subordinates • This provider ONLY

Program Date Range * 01/01/2023 to 12/31/2023

Entry/Exit Types * Basic Center Program Basic Entry/Exit | HUD | PATH | Quick Call | ✓ RHY | Standard | Transitional Living Program Entry/Exit

CoC APR Report Results - Date Ran: 04/24/2024 02:59:30 PM - Report ID: 210662

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Organization Name	Org. ID	Project Name	Project ID	HMIS Project Type	RRH Subtype	Coordinated Entry Access Point	Affiliated with a residential project	Project IDs of Affiliation	CoC Number	Geocode	Victim Service Provider	HMIS Software Name and Version Number	Report Start Date	Repor End Date
Arbor Youth Services, Inc.-LEX	2240	Arbor Youth-ACYF-FYSB-RHY-BCPes-ES-LEX	2312	Emergency Shelter - Entry Exit (HUD)		Missing			KY-502	211314	No	WellSky Community Services	2023-01-01	2023-12-31

Showing 1-1 of 1

5a - Report Validations Table

Report Validations Table	Count of Cli for DQ
1. Total Number of Persons Served	52
2. Number of Adults (age 18 or over)	0
3. Number of Children (under age 18)	52

4. Number of Persons with Unknown Age	0
5. Number of Leavers	47
6. Number of Adult Leavers	0
7. Number of Adult and Head of Household Leavers	46
8. Number of Stayers	5
9. Number of Adult Stayers	0
10. Number of Veterans	0
11. Number of Chronically Homeless Persons	0
12. Number of Youth Under Age 25	30
13. Number of Parenting Youth Under Age 25 with Children	0
14. Number of Adult Heads of Household	0
15. Number of Child and Unknown-Age Heads of Household	49
16. Heads of Households and Adult Stayers in the Project 365 Days or More	0

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Name (3.01)	0	0	0	0
Social Security Number (3.02)	5	15	0	16
Date of Birth (3.03)	0	0	0	0
Race and Ethnicity (3.04)	0	0		0
Gender (3.06)	0	0		0
Overall Score				16

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Veteran Status (3.7)	0	0	0	0
Project Start Date (3.10)			0	0
Relationship to Head of Household (3.15)		0	5	5
Enrollment CoC (3.16)		0	0	0
Disabling Condition (3.8)	0	0	0	0

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers	Information	Data Issues	Total

	Not to Answer	Missing		
Destination (3.12)	0	0		0
Income and Sources (4.2) at Start	0	1	1	2
Income and Sources (4.2) at Annual Assessment	0	0	0	0
Income and Sources (4.2) at Exit	0	1	1	2

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number c months (3.917.5 DK/PNTA missing
ES-EE, ES-NbN, SH, Street Outreach	49			0	0	0
TH	0	0	0	0	0	0
PH(all)	0	0	0	0	0	0
CE	0	0	0	0	0	0
SSO, Day Shelter, HP	0	0	0	0	0	0
Total	49					

6e - Data Quality: Timeliness

Time For Record Entry	Number c Project Sta Records
< 0 days	0
0 days	10
1 - 3 days	41
4 - 6 days	0
7 - 10 days	0
11+ days	1

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inacti Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0
Bed Night (All clients in ES - NBN)	0	0

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children
Adults	0	0	0	

Children	52		0	52
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	52	0	0	52
For PSH and RRH - the total persons served who moved into housing	0	0	0	0

7b - Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children
January	1	0	0	1
April	0	0	0	0
July	1	0	0	1
October	2	0	0	2

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children
Total Households	49	0	0	49
For PSH and RRH - the total households served who moved into housing	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children
January	1			1
April				
July	1			1
October	1			1

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact WAS staying Streets, ES, SH
Once	0	0	0
2-5 Times	0	0	0
6-9 Times	0	0	0
10+ Times	0	0	0
Total Persons Contacted	0	0	0

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contac WAS staying Streets, ES, SH
Once	0	0	0
2-5 Times	0	0	0
6-9 Times	0	0	0
10+ Times	0	0	0
Total Persons Engaged	0	0	0
Rate of Engagement	0%	0%	0%

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children
Woman	25	0	0	25
Man	26	0	0	26
Culturally Specific Identity	0	0	0	0
Transgender	1	0	0	1
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0

Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	52	0	0	52

11 - Age

	Total	Without Children	With Children and Adults	With Only Children
Under 5	18		0	18
5 - 12	5		0	5
13 - 17	29		0	29
18 - 24	0	0	0	
25 - 34	0	0	0	
35 - 44	0	0	0	
45 - 54	0	0	0	
55 - 64	0	0	0	
65 +	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	52	0	0	52

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children
American Indian, Alaska Native, or Indigenous	0	0	0	0
Asian or Asian American	0	0	0	0
Black, African American, or African	17	0	0	17
Hispanic/Latina/e/o	0	0	0	0

Middle Eastern or North African	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0
White	19	0	0	19
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0
Black, African American, or African & American Indian, Alaska Native, or Indigenous	1	0	0	1
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	0	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	1	0	0	1
Black, African American, or African & Asian or Asian American	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0
White & Asian or Asian American	0	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	0	0	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0
White & Black, African American, or African	6	0	0	6
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0
White & Hispanic/Latina/e/o	3	0	0	3
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0
White & Middle Eastern or North African	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	1	0	0	1
Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	4	0	0	4
Total	52	0	0	52

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children	Children in HH with Children	With Only Children

			and Adults	and Adults	
Mental Health Disorder	3	0	0	0	3
Alcohol Use Disorder	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	2	0	0	0	2
Physical Disability	1	0	0	0	1

13b1 - Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	3	0	0	0	3
Alcohol Use Disorder	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	2	0	0	0	2
Physical Disability	1	0	0	0	1

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	0	0	0	0	0
Alcohol Use Disorder	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	0	0	0	0	0
Physical Disability	0	0	0	0	0

13a2 - Number of Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	45	0	0	0	45
1 Condition	4	0	0	0	4
2 Conditions	1	0	0	0	1
3+ Conditions	0	0	0	0	0
Condition Unknown	2	0	0	0	2
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	52	0	0	0	52

13b2 - Number of Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	41	0	0	0	41
1 Condition	4	0	0	0	4
2 Conditions	1	0	0	0	1
3+ Conditions	0	0	0	0	0
Condition Unknown	1	0	0	0	1
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	47	0	0	0	47

13c2 - Number of Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	4	0	0	0	4
1 Condition	0	0	0	0	0
2 Conditions	0	0	0	0	0
3+ Conditions	0	0	0	0	0
Condition Unknown	1	0	0	0	1
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	5	0	0	0	5

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children
Yes	0	0	0	0
No	49	0	0	49
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	49	0	0	49

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children
Within the past three months	0	0	0	0
Three to six months ago	0	0	0	0
Six months to one year	0	0	0	0
One year ago, or more	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	0	0	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation	9	0	0	9
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	2	0	0	2
Safe Haven	0	0	0	0
Subtotal	11	0	0	11
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	1	0	0	1
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				

Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	0	2
Host Home (non-crisis)	0	0	0	0
Staying or living in a friend's room, apartment, or house	6	0	0	6
Staying or living in a family member's room, apartment, or house	29	0	0	29
Subtotal	37	0	0	37
Permanent Situations				
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	49	0	0	49

16 - Cash Income - Ranges

	Income at Start	Income a Latest Ann Assessment Stayers
No Income	0	0
$1 - 150	0	0
$151 - $250	0	0
$251 - $500	0	0
$501 - $1000	0	0
$1001 - $1500	0	0
$1501 - $2000	0	0
$2001 +	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data Not Collected	0	0
Number of adult stayers not yet required to have an annual assessment		0
Number of adult stayers without required annual assessment		0
Total Adults	0	0

17 - Cash Income - Sources

	Income at Start	Income a Latest Ann Assessment Stayers
Earned Income	0	0
Unemployment Insurance	0	0
Supplemental Security Income (SSI)	0	0
Social Security Disability Insurance (SSDI)	0	0
VA Service - Connected Disability Compensation	0	0
VA Non-Service Connected Disability Pension	0	0
Private Disability Insurance	0	0
Worker's Compensation	0	0
Temporary Assistance for Needy Families (TANF)	0	0
General Assistance (GA)	0	0
Retirement Income from Social Security	0	0
Pension or retirement income from a former job	0	0
Child Support	0	0
Alimony and other spousal support	0	0
Other Source	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0

18 - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status

Number of Adults by Income Category	Number of Adults at Start	Number c Adults at Annual Assessme (Stayers)
Adults with Only Earned Income (i.e., Employment Income)	0	0
Adults with Only Other Income	0	0
Adults with Both Earned and Other Income	0	0
Adults with No Income	0	0
Adults with Client Doesn't Know/Client Prefers Not to Answer information	0	0
Adults with Missing Income Information	0	0
Number of adult stayers not yet required to have an annual assessment		0
Number of adult stayers without required annual assessment		0
Total Adults	0	0

1 or More Source of Income	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0

19a1 - Client Cash Income Change - Income Source - by Start and Latest Status

Income Change by Income Category (Universe: Adult Stayers with Income Information at Start and Annual Assessment)	Had Income Category at Start and Did Not Have It at Annual Assessment	Retained Income Category But Had Less $ at Annual Assessment Than at Start	Retained Income Category and Same $ at Annual Assessment as at Start	Retained Income Category and Increased $ at Annual Assessment	Did Not Have the Income Category at Start and Gained the Income Category at Annual Assessment	Did Not Have the Income Category at Start or at Annual Assessment	Total Adults (including those with No Income)	Performan Measure: Ad who Gainec Increase Income fro Start to Ann Assessme Average Ga
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0
Average Change in Earned Income								
Number of Adults with Other Income	0	0	0	0	0	0	0	0
Average Change in Other Income								
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0
Average Change in Overall Income								

19a2 - Client Cash Income Change - Income Source - by Start and Exit

Income Change by Income Category (Universe: Adult Leavers with Income Information at Start and Exit)	Had Income Category at Start and Did Not Have It at Exit	Retained Income Category But Had Less $ at Exit Than at Start	Retained Income Category and Same $ at Exit as at Start	Retained Income Category and Increased $ at Exit	Did Not Have the Income Category at Start and Gained the Income Category at Exit	Did Not Have the Income Category at Start or at Exit	Total Adults (including those with No Income)	Performan Measure: Ad who Gainec Increase Income fro Start to Ex Average Ga
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0
Average Change in Earned Income								
Number of Adults with Other Income	0	0	0	0	0	0	0	0
Average Change in Other Income								
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0
Average Change in Overall Income								

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition
Earned Income	0	0	0	0%	0	0	0	0%	0	0
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0
Supplemental Security Income (SSI)	0	0	0	0%	0	0	0	0%	0	0
Social Security Disability Insurance (SSDI)	0	0	0	0%	0	0	0	0%	0	0
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0
Retirement Income from Social Security	0	0	0	0%	0	0	0	0%	0	0
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0
Child Support	0	0	0	0%	0	0	0	0%	0	0
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0
Other Source	0	0	0	0%	0	0	0	0%	0	0
No Sources	0	0	0	0%	0	0	0	0%	0	0
Unduplicated Total Adults	0	0	0		0	0	0		0	0

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit a Latest Ann Assessment Stayers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	0	0
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	0	0
TANF Child Care Services	0	0
TANF Transportation Services	0	0
Other TANF-Funded Services	0	0
Other Source	0	0

20b - Number of Non-Cash Benefit Sources

	Benefit a

	Benefit at Start	Latest Annu Assessment Stayers
No Sources	0	0
1 + Source(s)	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0
Data Not Collected/Not stayed long enough for Annual Assessment	0	0
Total	0	0

21 - Health Insurance

	At Start	At Annua Assessment Stayers
MEDICAID	41	0
MEDICARE	0	0
State Children's Health Insurance Program	0	0
Veteran's Health Administration (VHA)	0	0
Employer-Provided Health Insurance	3	0
Health Insurance obtained through COBRA	0	0
Private Pay Health Insurance	1	0
State Health Insurance for Adults	0	0
Indian Health Services Program	0	0
Other	0	0
No Health Insurance	6	0
Client Doesn't Know/Client Prefers Not to Answer	2	0
Data Not Collected	0	0
Number of stayers not yet required to have an annual assessment		5
1 Source of Health Insurance	45	0
More than 1 Source of Health Insurance	0	0

22a1 - Length of Participation - CoC Projects

	Total	Leavers
30 days or less	48	46
31 to 60 days	3	1
61 to 90 days	1	0

91 to 180 days	0	0
181 to 365 days	0	0
366 to 730 Days (1-2 Yrs)	0	0
731 to 1,095 Days (2-3 Yrs)	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0
More than 1,825 Days (>5 Yrs)	0	0
Total	52	47

22b - Average and Median Length of Participation in Days

	Leavers
Average Length	6
Median Length	4

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children
7 days or less	0	0	0	0
8 to 14 days	0	0	0	0
15 to 21 days	0	0	0	0
22 to 30 days	0	0	0	0
31 to 60 days	0	0	0	0
61 to 90 days	0	0	0	0
91 to 180 days	0	0	0	0
181 to 365 days	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0
Total (persons moved into housing)	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0
Total	0	0	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children
7 days or less	47	0	0	47
8 to 14 days	0	0	0	0
15 to 21 days	0	0	0	0

22 to 30 days	1	0	0	1
31 to 60 days	0	0	0	0
61 to 90 days	0	0	0	0
91 to 180 days	1	0	0	1
181 to 365 days	1	0	0	1
366 to 730 Days (1-2 Yrs)	1	0	0	1
731 days or more	0	0	0	0
Total (persons moved into housing)	51	0	0	51
Not yet moved into housing	0	0	0	0
Data Not Collected	1	0	0	1
Total Persons	52	0	0	52

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-ra (does r includ Hispan Latina/e
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-ra (does r includ Hispan Latina/e
Persons Moved Into Housing	0	0	17	0	0	0	18	4	8
Persons Not Yet Moved Into Housing	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0

23c - Exit Destination - All persons

	Total	Without	With Children	With Only

		Children	and Adults	Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	6	0	0	6
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	8	0	0	8
Safe Haven	0	0	0	0
Subtotal	14	0	0	14
Institutional Situations				
Foster care home or foster care group home	1	0	0	1
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	0	2
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	4	0	0	4
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	1	0	0	1
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	7	0	0	7
Permanent Situations				
Staying or living with family, permanent tenure	22	0	0	22
Staying or living with friends, permanent tenure	3	0	0	3
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	25	0	0	25
Other Situations				

No Exit Interview completed	0	0	0	0
Other	0	0	0	0
Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	47	0	0	47
Total persons exiting to positive housing destinations	25	0	0	25
Total persons exiting to destinations that excluded them from the calculation	1	0	0	1
Percentage of persons exiting to positive housing destinations	54%	0%	0%	54%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children
GPD TIP housing subsidy	0	0	0	0
VASH housing subsidy	0	0	0	0
RRH or equivalent subsidy	0	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0
Public housing unit	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0
Housing Stability Voucher	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0
Permanent Supportive Housing	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0
Total	0	0	0	0

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Mult (do inc His Lati
Homeless Situations	14	0	0	6	0	0	0	5	0	
Institutional Situations	1	0	0	0	0	0	0	0	1	
Temporary Situations	7	0	0	4	0	0	0	0	2	

Permanent Situations	25	0	0	7	0	0	0	10	1
Other Situations	0	0	0	0	0	0	0	0	0
Total	47	0	0	17	0	0	0	15	4

24b - Moving On Assistance Provided to Households in PSH

	Total	Without Children	With Children and Adults	With Only Children
Subsidized housing application assistance	0	0	0	0
Financial assistance for Moving On (e.g., security deposit, moving expenses)	0	0	0	0
Non-financial assistance for Moving On (e.g., housing navigation, transition support)	0	0	0	0
Housing referral/placement	0	0	0	0
Other (please specify)	0	0	0	0

24c - Sexual Orientation of Adults in PSH

	Total	Without Children	With Children and Adults	With Only Children
Heterosexual	0	0	0	0
Gay	0	0	0	0
Lesbian	0	0	0	0
Bisexual	0	0	0	0
Questioning/Unsure	0	0	0	0
Other	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data not collected	0	0	0	0
Total	0	0	0	0

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)
Different Preferred Language
Total

25a - Number of Veterans

	Total	Without Children	With Childr and Adult
Chronically Homeless Veteran	0	0	0
Non-Chronically Homeless Veteran	0	0	0
Not a veteran	0	0	0

Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected	0	0	0
Total	0	0	0

25b - Number of Veteran Households

	Total	Without Children	With Childr and Adult
Chronically Homeless Veteran			
Non-Chronically Homeless Veteran			
Not a veteran			
Client Doesn't Know/Client Prefers Not to Answer			
Data Not Collected			
Total			

25c - Gender - Veterans

	Total	Without Children	With Childr and Adult
Woman	0	0	0
Man	0	0	0
Culturally Specific Identity	0	0	0
Transgender	0	0	0
Non-Binary	0	0	0
Questioning	0	0	0
Different Identity	0	0	0
Woman/Man	0	0	0
Woman/Culturally Specific Identity	0	0	0
Woman/Transgender	0	0	0
Woman/Non-Binary	0	0	0
Woman/Questioning	0	0	0
Woman/Different Identity	0	0	0
Man/Culturally Specific Identity	0	0	0
Man/Transgender	0	0	0
Man/Non-Binary	0	0	0
Man/Questioning	0	0	0
Man/Different Identity	0	0	0

Culturally Specific Identity/Transgender	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0
Culturally Specific Identity/Questioning	0	0	0
Culturally Specific Identity/Different Identity	0	0	0
Transgender/Non-Binary	0	0	0
Transgender/Questioning	0	0	0
Transgender/Different Identity	0	0	0
Non-Binary/Questioning	0	0	0
Non-Binary/Different Identity	0	0	0
Questioning/Different Identity	0	0	0
More than 2 Gender Identities Selected	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0
Data Not Collected	0	0	0
Total	0	0	0

25d - Age - Veterans

	Total	Without Children	With Childr and Adult
18 - 24	0	0	0
25 - 34	0	0	0
35 - 44	0	0	0
45 - 54	0	0	0
55 - 64	0	0	0
65 +	0	0	0
Client Doesn't Know/Client Prefers Not to Answer			
Data Not Collected			
Total	0	0	0

25i - Exit Destination - Veterans

	Total	Without Children	With Children and Adults	With Onl Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	0	0	0	0

Safe Haven	0	0	0	0
Subtotal	0	0	0	0
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	0	0	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Rental by client in a public housing unit	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	0	0	0	0
Permanent Situations				
Staying or living with family, permanent tenure	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Other Situations				
No Exit Interview completed	0	0	0	0
Other	0	0	0	0
Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0

Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	0	0	0	0
Total persons exiting to positive housing destinations	0	0	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0
Percentage of persons exiting to positive housing destinations	0%	0%	0%	0%

25j - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Veteran

	Total	Without Children	With Childr and Adult
GPD TIP housing subsidy	0	0	0
VASH housing subsidy	0	0	0
RRH or equivalent subsidy	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0
Public housing unit	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0
Housing Stability Voucher	0	0	0
Family Unification Program Voucher (FUP)	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0
Permanent Supportive Housing	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0
Total	0	0	0

26a - Chronic Homeless Status - Number of Households w/at least one or more CH person

	Total	Without Children	With Children and Adults	With Only Children
Chronically Homeless				
Not Chronically Homeless	49			49
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	**49**			**49**

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children
Chronically Homeless	0	0	0	0
Not Chronically Homeless	52	0	0	52

Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	52	0	0	52

26c - Gender of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children
Woman	0	0	0	0
Man	0	0	0	0
Culturally Specific Identity	0	0	0	0
Transgender	0	0	0	0
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0

Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	0	0	0	0

26d - Age of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children
0 - 17	0		0	0
18 - 24	0	0	0	
25 - 34	0	0	0	
35 - 44	0	0	0	
45 - 54	0	0	0	
55 - 64	0	0	0	
65 +	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	
Data Not Collected	0	0	0	
Total	0	0	0	0

26e - Physical and Mental Health Conditions - Chronically Homeless Persons

	Conditions at Start	Conditions Latest Assessment Stayers
Mental Health Disorder	0	0
Alcohol Use Disorder	0	0
Drug Use Disorder	0	0
Both Alcohol and Drug Use Disorders	0	0
Chronic Health Condition	0	0
HIV/AIDS	0	0
Development Disability	0	0
Physical Disability	0	0

27a - Age of Youth

	Total	Without Children	With Children and Adults	With Only Children

12 - 17	30		0	30
18 - 24	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	30	0	0	30

27b - Parenting Youth

	Total Parenting Youth	Total Children of Parenting Youth	Total Persc
Parenting youth < 18	0	0	0
Parenting youth 18 to 24	0	0	0

27c - Gender - Youth

	Total	Without Children	With Children and Adults	With Only Children
Woman	14	0	0	14
Man	15	0	0	15
Culturally Specific Identity	0	0	0	0
Transgender	1	0	0	1
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0

Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	30	0	0	30

27d - Living Situation - Youth

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	3	0	0	3
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	1	0	0	1
Safe Haven	0	0	0	0
Subtotal	4	0	0	4
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	1	0	0	1
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	0	2

Host Home (non-crisis)	0	0	0	0
Staying or living in a friend's room, apartment, or house	4	0	0	4
Staying or living in a family member's room, apartment, or house	19	0	0	19
Subtotal	25	0	0	25
Permanent Situations				
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	30	0	0	30

27e - Length of Participation - Youth

	Total	Leavers
30 days or less	30	29
31 to 60 days	0	0
61 to 90 days	0	0
91 to 180 days	0	0
181 to 365 days	0	0
366 to 730 Days (1-2 Yrs)	0	0
731 to 1,095 Days (2-3 Yrs)	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0
More than 1,825 Days (>5 Yrs)	0	0
Total	30	47

27f1 - Exit Destination - Youth

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	5	0	0	5
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home	4	0	0	4

shelter				
Safe Haven	0	0	0	0
Subtotal	9	0	0	9
Institutional Situations				
Foster care home or foster care group home	1	0	0	1
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Rental by client in a public housing unit	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	1	0	0	1
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	1	0	0	1
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	2	0	0	2
Permanent Situations				
Staying or living with family, permanent tenure	15	0	0	15
Staying or living with friends, permanent tenure	2	0	0	2
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	17	0	0	17
Other Situations				
No Exit Interview completed	0	0	0	0
Other	0	0	0	0
Deceased	0	0	0	0

Report Run History

Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User
210663	04/24/2024 03:02:35 PM (0.00 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210662	04/24/2024 02:59:30 PM (0.08 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210660	04/24/2024 01:31:44 PM (0.11 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210659	04/24/2024 01:28:19 PM (0.13 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210658	04/24/2024 01:28:05 PM (0.23 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea

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Report Options

Name

Description

Provider Type • Provider Reporting Group

Provider * Arbor Youth-ESR/ESG-ES-LEX (2322)
This provider AND its subordinates • This provider ONLY

Program Date Range * 01/01/2023 to 12/31/2023

Entry/Exit Types * Basic Center Program ✓ Basic Entry/Exit | Quick ✓ HUD PATH Call RHY | Transitional Living Standard Program Entry/Exit

CoC APR Report Results - Date Ran: 04/24/2024 03:02:35 PM - Report ID: 210663

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Organization Name	Org. ID	Project Name	Project ID	HMIS Project Type	RRH Subtype	Coordinated Entry Access Point	Affiliated with a residential project	Project IDs of Affiliation	CoC Number	Geocode	Victim Service Provider	HMIS Software Name and Version Number	Report Start Date	Repor End Date
Arbor Youth Services, Inc.-LEX	2240	Arbor Youth-ESR/ESG-ES-LEX	2322	Emergency Shelter - Entry Exit (HUD)		No			KY-502	211314	No	WellSky Community Services	2023-01-01	2023-12-31

Showing 1-1 of 1

5a - Report Validations Table

Report Validations Table	Count of Cli for DQ
1. Total Number of Persons Served	52
2. Number of Adults (age 18 or over)	0
3. Number of Children (under age 18)	52
4. Number of Persons with Unknown Age	0
5. Number of Leavers	47

6. Number of Adult Leavers	0
7. Number of Adult and Head of Household Leavers	46
8. Number of Stayers	5
9. Number of Adult Stayers	0
10. Number of Veterans	0
11. Number of Chronically Homeless Persons	0
12. Number of Youth Under Age 25	30
13. Number of Parenting Youth Under Age 25 with Children	0
14. Number of Adult Heads of Household	0
15. Number of Child and Unknown-Age Heads of Household	49
16. Heads of Households and Adult Stayers in the Project 365 Days or More	0

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Name (3.01)	0	0	0	0
Social Security Number (3.02)	5	15	0	16
Date of Birth (3.03)	0	0	0	0
Race and Ethnicity (3.04)	0	0		0
Gender (3.06)	0	0		0
Overall Score				16

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Veteran Status (3.7)	0	0	0	0
Project Start Date (3.10)			0	0
Relationship to Head of Household (3.15)		0	5	5
Enrollment CoC (3.16)		0	0	0
Disabling Condition (3.8)	0	0	0	0

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Destination (3.12)	0	0		0

Income and Sources (4.2) at Start	0	1	1	2
Income and Sources (4.2) at Annual Assessment	0	0	0	0
Income and Sources (4.2) at Exit	0	1	1	2

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number c months (3.917.5 DK/PNTA missing
ES-EE, ES-NbN, SH, Street Outreach	49			0	0	0
TH	0	0	0	0	0	0
PH(all)	0	0	0	0	0	0
CE	0	0	0	0	0	0
SSO, Day Shelter, HP	0	0	0	0	0	0
Total	49					

6e - Data Quality: Timeliness

Time For Record Entry	Number c Project Sta Records
< 0 days	0
0 days	10
1 - 3 days	41
4 - 6 days	0
7 - 10 days	0
11+ days	1

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inacti Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0
Bed Night (All clients in ES - NBN)	0	0

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children
Adults	0	0	0	
Children	52		0	52
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0

Data Not Collected	0	0	0	0
Total	52	0	0	52
For PSH and RRH - the total persons served who moved into housing	0	0	0	0

7b - Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children
January	1	0	0	1
April	0	0	0	0
July	1	0	0	1
October	2	0	0	2

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children
Total Households	49	0	0	49
For PSH and RRH - the total households served who moved into housing	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children
January	1			1
April				
July	1			1
October	1			1

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact WAS staying Streets, ES, SH
Once	0	0	0
2-5 Times	0	0	0
6-9 Times	0	0	0
10+ Times	0	0	0
Total Persons Contacted	0	0	0

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact WAS staying Streets, ES, SH

Once	0	0	0
2-5 Times	0	0	0
6-9 Times	0	0	0
10+ Times	0	0	0
Total Persons Engaged	0	0	0
Rate of Engagement	0%	0%	0%

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children
Woman	25	0	0	25
Man	26	0	0	26
Culturally Specific Identity	0	0	0	0
Transgender	1	0	0	1
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0

Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	52	0	0	52

11 - Age

	Total	Without Children	With Children and Adults	With Only Children
Under 5	18		0	18
5 - 12	5		0	5
13 - 17	29		0	29
18 - 24	0	0	0	
25 - 34	0	0	0	
35 - 44	0	0	0	
45 - 54	0	0	0	
55 - 64	0	0	0	
65 +	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	52	0	0	52

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children
American Indian, Alaska Native, or Indigenous	0	0	0	0
Asian or Asian American	0	0	0	0
Black, African American, or African	17	0	0	17
Hispanic/Latina/e/o	0	0	0	0
Middle Eastern or North African	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0

White	19	0	0	19
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0
Black, African American, or African & American Indian, Alaska Native, or Indigenous	1	0	0	1
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	0	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	1	0	0	1
Black, African American, or African & Asian or Asian American	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0
White & Asian or Asian American	0	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	0	0	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0
White & Black, African American, or African	6	0	0	6
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0
White & Hispanic/Latina/e/o	3	0	0	3
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0
White & Middle Eastern or North African	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	1	0	0	1
Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	4	0	0	4
Total	52	0	0	52

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	3	0	0	0	3
Alcohol Use Disorder	0	0	0	0	0

Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	2	0	0	0	2
Physical Disability	1	0	0	0	1

13b1 - Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	3	0	0	0	3
Alcohol Use Disorder	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	2	0	0	0	2
Physical Disability	1	0	0	0	1

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	0	0	0	0	0
Alcohol Use Disorder	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	0	0	0	0	0
Physical Disability	0	0	0	0	0

13a2 - Number of Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	45	0	0	0	45

1 Condition	4	0	0	0	4
2 Conditions	1	0	0	0	1
3+ Conditions	0	0	0	0	0
Condition Unknown	2	0	0	0	2
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	52	0	0	0	52

13b2 - Number of Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	41	0	0	0	41
1 Condition	4	0	0	0	4
2 Conditions	1	0	0	0	1
3+ Conditions	0	0	0	0	0
Condition Unknown	1	0	0	0	1
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	47	0	0	0	47

13c2 - Number of Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	4	0	0	0	4
1 Condition	0	0	0	0	0
2 Conditions	0	0	0	0	0
3+ Conditions	0	0	0	0	0
Condition Unknown	1	0	0	0	1
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	5	0	0	0	5

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children
Yes	0	0	0	0

No	49	0	0	49
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	49	0	0	49

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children
Within the past three months	0	0	0	0
Three to six months ago	0	0	0	0
Six months to one year	0	0	0	0
One year ago, or more	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	0	0	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation	9	0	0	9
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	2	0	0	2
Safe Haven	0	0	0	0
Subtotal	11	0	0	11
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	1	0	0	1
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	0	2

Host Home (non-crisis)	0	0	0	0
Staying or living in a friend's room, apartment, or house	6	0	0	6
Staying or living in a family member's room, apartment, or house	29	0	0	29
Subtotal	37	0	0	37
Permanent Situations				
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	49	0	0	49

16 - Cash Income - Ranges

	Income at Start	Income a Latest Ann Assessment Stayers
No Income	0	0
$1 - 150	0	0
$151 - $250	0	0
$251 - $500	0	0
$501 - $1000	0	0
$1001 - $1500	0	0
$1501 - $2000	0	0
$2001 +	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data Not Collected	0	0
Number of adult stayers not yet required to have an annual assessment		0
Number of adult stayers without required annual assessment		0
Total Adults	0	0

17 - Cash Income - Sources

	Income at Start	Income a Latest Ann Assessment

		Stayers
Earned Income	0	0
Unemployment Insurance	0	0
Supplemental Security Income (SSI)	0	0
Social Security Disability Insurance (SSDI)	0	0
VA Service - Connected Disability Compensation	0	0
VA Non-Service Connected Disability Pension	0	0
Private Disability Insurance	0	0
Worker's Compensation	0	0
Temporary Assistance for Needy Families (TANF)	0	0
General Assistance (GA)	0	0
Retirement Income from Social Security	0	0
Pension or retirement income from a former job	0	0
Child Support	0	0
Alimony and other spousal support	0	0
Other Source	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0

18 - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status

Number of Adults by Income Category	Number of Adults at Start	Number o Adults at Annual Assessme (Stayers)
Adults with Only Earned Income (i.e., Employment Income)	0	0
Adults with Only Other Income	0	0
Adults with Both Earned and Other Income	0	0
Adults with No Income	0	0
Adults with Client Doesn't Know/Client Prefers Not to Answer information	0	0
Adults with Missing Income Information	0	0
Number of adult stayers not yet required to have an annual assessment		0
Number of adult stayers without required annual assessment		0
Total Adults	0	0
1 or More Source of Income	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0

19a1 - Client Cash Income Change - Income Source - by Start and Latest Status

Income Change by Income Category (Universe: Adult Stayers with Income Information at Start and Annual Assessment)	Had Income Category at Start and Did Not Have It at Annual Assessment	Retained Income Category But Had Less $ at Annual Assessment Than at Start	Retained Income Category and Same $ at Annual Assessment as at Start	Retained Income Category and Increased $ at Annual Assessment	Did Not Have the Income Category at Start and Gained the Income Category at Annual Assessment	Did Not Have the Income Category at Start or at Annual Assessment	Total Adults (including those with No Income)	Performan Measure: Ad who Gainec Increasec Income fro Start to Ann Assessme Average Ga
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0
Average Change in Earned Income								
Number of Adults with Other Income	0	0	0	0	0	0	0	0
Average Change in Other Income								
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0
Average Change in Overall Income								

19a2 - Client Cash Income Change - Income Source - by Start and Exit

Income Change by Income Category (Universe: Adult Leavers with Income Information at Start and Exit)	Had Income Category at Start and Did Not Have It at Exit	Retained Income Category But Had Less $ at Exit Than at Start	Retained Income Category and Same $ at Exit as at Start	Retained Income Category and Increased $ at Exit	Did Not Have the Income Category at Start and Gained the Income Category at Exit	Did Not Have the Income Category at Start or at Exit	Total Adults (including those with No Income)	Performan Measure: Ad who Gainec Increasec Income fro Start to Ex Average Ga
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0
Average Change in Earned Income								
Number of Adults with Other Income	0	0	0	0	0	0	0	0
Average Change in Other Income								
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0
Average Change in Overall Income								

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling	AO: Adult without Disabling	AO: Total Adults	AO: percent with Disabling	AC: Adult with Disabling	AC: Adult without Disabling	AC: Total Adults	AC: percent with Disabling	UK: Adult with Disabling	UK: Adult without Disabling	U

	Condition	Condition		Condition by Source	Condition	Condition		Condition by Source	Condition	Condition
Earned Income	0	0	0	0%	0	0	0	0%	0	0
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0
Supplemental Security Income (SSI)	0	0	0	0%	0	0	0	0%	0	0
Social Security Disability Insurance (SSDI)	0	0	0	0%	0	0	0	0%	0	0
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0
Retirement Income from Social Security	0	0	0	0%	0	0	0	0%	0	0
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0
Child Support	0	0	0	0%	0	0	0	0%	0	0
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0
Other Source	0	0	0	0%	0	0	0	0%	0	0
No Sources	0	0	0	0%	0	0	0	0%	0	0
Unduplicated Total Adults	0	0	0		0	0	0		0	0

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit a Latest Ann Assessment Stayers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	0	0
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	0	0
TANF Child Care Services	0	0
TANF Transportation Services	0	0
Other TANF-Funded Services	0	0
Other Source	0	0

20b - Number of Non-Cash Benefit Sources

	Benefit at Start	Benefit a Latest Ann Assessment Stayers
No Sources	0	0

1 + Source(s)	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0
Data Not Collected/Not stayed long enough for Annual Assessment	0	0
Total	0	0

21 - Health Insurance

	At Start	At Annua Assessment Stayers
MEDICAID	41	0
MEDICARE	0	0
State Children's Health Insurance Program	0	0
Veteran's Health Administration (VHA)	0	0
Employer-Provided Health Insurance	3	0
Health Insurance obtained through COBRA	0	0
Private Pay Health Insurance	1	0
State Health Insurance for Adults	0	0
Indian Health Services Program	0	0
Other	0	0
No Health Insurance	6	0
Client Doesn't Know/Client Prefers Not to Answer	2	0
Data Not Collected	0	0
Number of stayers not yet required to have an annual assessment		5
1 Source of Health Insurance	45	0
More than 1 Source of Health Insurance	0	0

22a1 - Length of Participation - CoC Projects

	Total	Leavers
30 days or less	48	46
31 to 60 days	3	1
61 to 90 days	1	0
91 to 180 days	0	0
181 to 365 days	0	0

366 to 730 Days (1-2 Yrs)	0	0
731 to 1,095 Days (2-3 Yrs)	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0
More than 1,825 Days (>5 Yrs)	0	0
Total	52	47

22b - Average and Median Length of Participation in Days

	Leavers
Average Length	6
Median Length	4

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children
7 days or less	0	0	0	0
8 to 14 days	0	0	0	0
15 to 21 days	0	0	0	0
22 to 30 days	0	0	0	0
31 to 60 days	0	0	0	0
61 to 90 days	0	0	0	0
91 to 180 days	0	0	0	0
181 to 365 days	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0
Total (persons moved into housing)	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0
Total	0	0	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children
7 days or less	47	0	0	47
8 to 14 days	0	0	0	0
15 to 21 days	0	0	0	0
22 to 30 days	1	0	0	1
31 to 60 days	0	0	0	0

61 to 90 days	0	0	0	0
91 to 180 days	1	0	0	1
181 to 365 days	1	0	0	1
366 to 730 Days (1-2 Yrs)	1	0	0	1
731 days or more	0	0	0	0
Total (persons moved into housing)	51	0	0	51
Not yet moved into housing	0	0	0	0
Data Not Collected	1	0	0	1
Total Persons	52	0	0	52

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-ra (does r includ Hispan Latina/e
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-ra (does r includ Hispan Latina/e
Persons Moved Into Housing	0	0	17	0	0	0	18	4	8
Persons Not Yet Moved Into Housing	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				

Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	6	0	0	6
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	8	0	0	8
Safe Haven	0	0	0	0
Subtotal	14	0	0	14
Institutional Situations				
Foster care home or foster care group home	1	0	0	1
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	0	2
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	4	0	0	4
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	1	0	0	1
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	7	0	0	7
Permanent Situations				
Staying or living with family, permanent tenure	22	0	0	22
Staying or living with friends, permanent tenure	3	0	0	3
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	25	0	0	25
Other Situations				
No Exit Interview completed	0	0	0	0
Other	0	0	0	0

Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	47	0	0	47
Total persons exiting to positive housing destinations	25	0	0	25
Total persons exiting to destinations that excluded them from the calculation	1	0	0	1
Percentage of persons exiting to positive housing destinations	54%	0%	0%	54%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children
GPD TIP housing subsidy	0	0	0	0
VASH housing subsidy	0	0	0	0
RRH or equivalent subsidy	0	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0
Public housing unit	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0
Housing Stability Voucher	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0
Permanent Supportive Housing	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0
Total	0	0	0	0

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Mult (do inc His Lati
Homeless Situations	14	0	0	6	0	0	0	5	0	
Institutional Situations	1	0	0	0	0	0	0	0	1	
Temporary Situations	7	0	0	4	0	0	0	0	2	
Permanent Situations	25	0	0	7	0	0	0	10	1	
Other Situations	0	0	0	0	0	0	0	0	0	

Total	47	0	0	17	0	0	0	15	4

24b - Moving On Assistance Provided to Households in PSH

	Total	Without Children	With Children and Adults	With Only Children
Subsidized housing application assistance	0	0	0	0
Financial assistance for Moving On (e.g., security deposit, moving expenses)	0	0	0	0
Non-financial assistance for Moving On (e.g., housing navigation, transition support)	0	0	0	0
Housing referral/placement	0	0	0	0
Other (please specify)	0	0	0	0

24c - Sexual Orientation of Adults in PSH

	Total	Without Children	With Children and Adults	With Only Children
Heterosexual	0	0	0	0
Gay	0	0	0	0
Lesbian	0	0	0	0
Bisexual	0	0	0	0
Questioning/Unsure	0	0	0	0
Other	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data not collected	0	0	0	0
Total	0	0	0	0

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)
Different Preferred Language
Total

25a - Number of Veterans

	Total	Without Children	With Childr and Adult
Chronically Homeless Veteran	0	0	0
Non-Chronically Homeless Veteran	0	0	0
Not a veteran	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected	0	0	0

Total	0	0	0

25b - Number of Veteran Households

	Total	Without Children	With Childr and Adult
Chronically Homeless Veteran			
Non-Chronically Homeless Veteran			
Not a veteran			
Client Doesn't Know/Client Prefers Not to Answer			
Data Not Collected			
Total			

25c - Gender - Veterans

	Total	Without Children	With Childr and Adult
Woman	0	0	0
Man	0	0	0
Culturally Specific Identity	0	0	0
Transgender	0	0	0
Non-Binary	0	0	0
Questioning	0	0	0
Different Identity	0	0	0
Woman/Man	0	0	0
Woman/Culturally Specific Identity	0	0	0
Woman/Transgender	0	0	0
Woman/Non-Binary	0	0	0
Woman/Questioning	0	0	0
Woman/Different Identity	0	0	0
Man/Culturally Specific Identity	0	0	0
Man/Transgender	0	0	0
Man/Non-Binary	0	0	0
Man/Questioning	0	0	0
Man/Different Identity	0	0	0
Culturally Specific Identity/Transgender	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0

Culturally Specific Identity/Questioning	0	0	0
Culturally Specific Identity/Different Identity	0	0	0
Transgender/Non-Binary	0	0	0
Transgender/Questioning	0	0	0
Transgender/Different Identity	0	0	0
Non-Binary/Questioning	0	0	0
Non-Binary/Different Identity	0	0	0
Questioning/Different Identity	0	0	0
More than 2 Gender Identities Selected	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0
Data Not Collected	0	0	0
Total	0	0	0

25d - Age - Veterans

	Total	Without Children	With Childr and Adult
18 - 24	0	0	0
25 - 34	0	0	0
35 - 44	0	0	0
45 - 54	0	0	0
55 - 64	0	0	0
65 +	0	0	0
Client Doesn't Know/Client Prefers Not to Answer			
Data Not Collected			
Total	0	0	0

25i - Exit Destination - Veterans

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	0	0	0	0
Safe Haven	0	0	0	0
Subtotal	0	0	0	0

Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	0	0	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Rental by client in a public housing unit	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	0	0	0	0
Permanent Situations				
Staying or living with family, permanent tenure	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Other Situations				
No Exit Interview completed	0	0	0	0
Other	0	0	0	0
Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0

Total	0	0	0	0
Total persons exiting to positive housing destinations	0	0	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0
Percentage of persons exiting to positive housing destinations	0%	0%	0%	0%

25j - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Veteran

	Total	Without Children	With Childr and Adult
GPD TIP housing subsidy	0	0	0
VASH housing subsidy	0	0	0
RRH or equivalent subsidy	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0
Public housing unit	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0
Housing Stability Voucher	0	0	0
Family Unification Program Voucher (FUP)	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0
Permanent Supportive Housing	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0
Total	0	0	0

26a - Chronic Homeless Status - Number of Households w/at least one or more CH person

	Total	Without Children	With Children and Adults	With Only Children
Chronically Homeless				
Not Chronically Homeless	49			49
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	**49**			**49**

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children
Chronically Homeless	0	0	0	0
Not Chronically Homeless	52	0	0	52
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0

Total	52	0	0	52

26c - Gender of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children
Woman	0	0	0	0
Man	0	0	0	0
Culturally Specific Identity	0	0	0	0
Transgender	0	0	0	0
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0

More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	0	0	0	0

26d - Age of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children
0 - 17	0		0	0
18 - 24	0	0	0	
25 - 34	0	0	0	
35 - 44	0	0	0	
45 - 54	0	0	0	
55 - 64	0	0	0	
65 +	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	
Data Not Collected	0	0	0	
Total	0	0	0	0

26e - Physical and Mental Health Conditions - Chronically Homeless Persons

	Conditions at Start	Conditions Latest Assessment Stayers
Mental Health Disorder	0	0
Alcohol Use Disorder	0	0
Drug Use Disorder	0	0
Both Alcohol and Drug Use Disorders	0	0
Chronic Health Condition	0	0
HIV/AIDS	0	0
Development Disability	0	0
Physical Disability	0	0

27a - Age of Youth

	Total	Without Children	With Children and Adults	With Only Children
12 - 17	30		0	30
18 - 24	0			

Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	30	0	0	30

27b - Parenting Youth

	Total Parenting Youth	Total Children of Parenting Youth	Total Perso
Parenting youth < 18	0	0	0
Parenting youth 18 to 24	0	0	0

27c - Gender - Youth

	Total	Without Children	With Children and Adults	With Only Children
Woman	14	0	0	14
Man	15	0	0	15
Culturally Specific Identity	0	0	0	0
Transgender	1	0	0	1
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0

Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	30	0	0	30

27d - Living Situation - Youth

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	3	0	0	3
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	1	0	0	1
Safe Haven	0	0	0	0
Subtotal	4	0	0	4
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	1	0	0	1
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	0	2
Host Home (non-crisis)	0	0	0	0

Staying or living in a friend's room, apartment, or house	4	0	0	4
Staying or living in a family member's room, apartment, or house	19	0	0	19
Subtotal	25	0	0	25
Permanent Situations				
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	30	0	0	30

27e - Length of Participation - Youth

	Total	Leavers
30 days or less	30	29
31 to 60 days	0	0
61 to 90 days	0	0
91 to 180 days	0	0
181 to 365 days	0	0
366 to 730 Days (1-2 Yrs)	0	0
731 to 1,095 Days (2-3 Yrs)	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0
More than 1,825 Days (>5 Yrs)	0	0
Total	30	47

27f1 - Exit Destination - Youth

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	5	0	0	5
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	4	0	0	4
Safe Haven	0	0	0	0
Subtotal	9	0	0	9

Institutional Situations				
Foster care home or foster care group home	1	0	0	1
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	1	0	0	1
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Rental by client in a public housing unit	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	1	0	0	1
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	1	0	0	1
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	2	0	0	2
Permanent Situations				
Staying or living with family, permanent tenure	15	0	0	15
Staying or living with friends, permanent tenure	2	0	0	2
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	17	0	0	17
Other Situations				
No Exit Interview completed	0	0	0	0
Other	0	0	0	0
Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0

Project Title: Arbor Youth Emergency Shelter for Young Adults
Applicant Name: Arbor Youth Services, Inc.
Address: 540 West Third St. Lexington, KY 40508
Contact Phone Number & Email: Stephanie Spires, Stephanie@Arborky.org (859) 254-2501,

Web Site Address: www.arborky.org

PROJECT SUMMARY

Arbor Youth Services (AYS) is a private nonprofit organization whose mission is to end youth homelessness by providing a safe and supportive environment to youth who have suffered abuse, abandonment, or are at risk of victimization. Through this program we provide emergency shelter and accompanying support services to runaway, homeless, and street youth, ages ranging from 18 through 24 years. AYS has operated an emergency shelter for minors since 1976 and expanded shelter services to include young adults.

AYS will achieve the following project objectives: meeting the basic, physical and psychological safety needs of runaway and homeless youth; improving the psychological, emotional and physical well-being of youth and providing services that improve youth's ability to reunite with family (when appropriate) or become self-sufficient while also building permanent connections with caring adults.

AYS intends to meet the above objectives through service activities that promote the philosophy of positive youth development and trauma informed care, while adhering to the Comprehensive Youth Centered Service Model. Service activities provided will include, but not be limited to, the following: provision of basic needs including temporary shelter, food, and clothing; hygiene items; crisis intervention; counseling; referrals and individual assessments; outreach and prevention services; safety planning; skill development and enrichment activities; case management; family counseling/reunification and service plans; employment and educational activities and aftercare services. Expected outcomes for this project include 100 youth having their basic needs met by accessing shelter and support services.

General Shelter Information

PROJECT NARRATIVE

Arbor Youth Services (AYS) launched an emergency shelter program to serve youth ages 18-24, in efforts to fill a gap in services in the continuum of care for youth experiencing homelessness in 2021. In 2023, we expanded capacity from 14 to 18 beds. Parenting youth are encouraged to have their children stay at our organization's emergency shelter for minors, located next door; however, it is not a requirement and accommodations will be made in effort for the parenting youth to keep their child with them while they sleep.

Last calendar year we served 4160 nights of shelter and 4243 meals. With the additional 4 beds, we anticipate serving over 6000 shelter nights in FY 25. Many of the youth we serve in our Outreach Center have been abandoned by their families or have aged out of the foster care

system. These young adults have often experienced multiple episodes of homelessness with and without their family, are fleeing abusive or unsafe living situations, and need a level of support not provided by adult emergency shelters.

Our services are provided on the second floor of our Outreach Center, allowing youth to seamlessly access our outreach and supportive housing services. All of our services are offered in a home-like setting that encourages comfort while decreasing the effects of trauma to youth experiencing homelessness. All services are voluntary and free. Youth are encouraged to participate in accompanying services, including completing safety and housing plans and case management, and are provided with all basic necessities. We also provide medical, mental health and housing advocacy.

At AYS, we pride ourselves on inclusion and having low or no barrier programs. Youth that access any of our programs are never denied based on ethnicity, socioeconomic background, religious affiliation, sexual orientation, gender-identity, health-status, or ability level. Additionally, it is important to us that our staff reflect the diversity of the youth we serve so we recruit experienced and passionate staff accordingly. We also have Spanish-speaking individuals on staff and use the Language Line when needed so as to not exclude any participant based English proficiency.

Upon entry into the shelter, staff conduct a brief Intake Assessment to determine immediate and basic needs such as food, clothing, and immediate medical and mental health needs. In addition to basic food, shelter, and clothing, youth also receive hygiene supplies. Eligibility is determined by information gathered during the basic needs assessment concerning residency, age, sources of income and current living situation. This information will be documented in the client's case file and supported with copies of birth certificates, state identification cards, social security cards, or other relevant documentation if available. Many of these documents are obtained after accessing services, as many youth leave state custody or their home without these items and are unable to access or obtain the documents on their own. At this time, staff also complete a Safety Plan with youth that encourages individual safety measures be addressed that are specific to each youth. Also as part of the intake process, youth are presented with a handbook that details their rights and responsibilities as a client, what is expected of them but also what they can expect of AYS; this includes any rules and regulations that you are expected to follow (see attached).

Our staffing plan supports our maximum youth capacity and is in compliance with state regulations and accreditation standards. AYS maintains a staff-to-youth ratio of no less than 1:10 during sleeping hours, 1:8 during waking hours, and 1:4 while providing transportation. The staffing schedule allows for two youth workers during each shift to ensure that our staffing is more than adequate to meet required ratios. Additionally, there are staff next door 24/7/365 to assist in emergencies, if needed.

Beginning with our mission and philosophy of positive youth development, AYS promotes a culture that respects and values youth and the services provided to youth and their families. The quality of AYS's services is defined by best practices and national standards. It is represented through our incorporation of youth satisfaction measures and stakeholder input in our programming, a comprehensive personnel development and training program, and our innovative

approaches to helping youth achieve positive outcomes. AYS has embraced the Positive Youth Development philosophy since 1997, incorporating it at both the organizational and direct service levels. Staff receive training on youth development and assets building, and the operational policies and procedures of Arbor Youth Emergency Shelter reflect the PYD philosophy. In 1999, the Board of Directors formally adopted the PYD philosophy and updated the Core Values of the organization to reflect the key components of PYD. Those values being: 1) We believe in youth as resources; 2) We believe youth are the future; 3) We value diversity; 4) We believe all youth have potential and all youth are worthwhile; 5) We believe in empowering youth; 6) We believe in quality service through quality people; 7) We believe in adult/youth partnership, networking/collaboration, and sharing responsibilities; and 8) We encourage youth self- advocacy. The organization believes that young people have strengths, regardless of their life situations, and that they should have basic rights in society, including the right to make decisions about their lives.

Rapid Resolution, Housing Oriented

When it is safe and feasible for the youth, Arbor Youth staff will encourage youth to consider alternative emergency housing options (friends, other family, etc.), recognizing that diversion should always be attempted and understanding that each stay in the shelter increases chances of future episodes of homelessness in adulthood. With this in mind, we will work closely with youth who find themselves being kicked out their homes through family support meetings in hopes of preventing shelter intake.

The exit plan for safe and stable housing will begin upon intake. Housing-focused discussions will happen immediately and consistently between the youth and the Youth Workers and Housing Advocates. We focus on increasing the youth's internal and external assets, so they are capable of making healthy and positive life decisions. Our Housing Advocates will engage with youth daily to not only check-in with the youth to see how they're doing but to see what needs they have and to be sure they are working towards exiting. The goal is that each youth who accesses shelter will agree to work with an Advocate for housing and supportive services. We will also assist youth in obtaining all needed documentation and other necessary items as deemed appropriate.

All shelter services are provided through a service philosophy and environment rooted in Positive Youth Development that empowers youth and is not punitive or restrictive. Our staff also practice trauma-informed care and utilize Mental Health First Aid to promote a safe and positive environment that encourages youth to attain independence and overall well-being.

Low-Barrier

Arbor Youth follows a philosophy of Positive Youth Development that encourages least restrictive policies that aim to empower youth to make healthy choices through strength-based models. Youth are never required to contribute funds or participate in other programs to obtain shelter services. Youth must meet minimum eligibility requirements that ensure their safety and the safety of others, and supervisor approval is required for youth who have displayed inappropriate sexual behavior, severe violent behavior, or have consumed drugs or alcohol on

site. Each youth will be assessed on these safety components. We will make all efforts possible to refrain from turning youth away when diversion is not feasible. Due to a deep understanding of our population and the belief in our youth to grow and change, we will not ban youth for indefinite periods.

As part of intake, youth will be provided a guest contract, consent and ROI forms, client's rights and responsibilities, and other forms to collect demographic info and health history/needs. Staff will thoroughly explain all documents to youth to ensure they know what they're completing and/or signing. During their stay, youth will be informed of other supportive services available to them, encouraging them to engage with Housing Advocates each morning and to accept support to work towards permanent housing. While we encourage youth participation in other programming, no class or program participation is required to utilize overnight shelter services; everything is voluntary and at the discretion of youth. Arbor Youth maintains a service philosophy that is not punitive or restrictive, meaning youth have input in what they want or do not want to do and, also allowing for the common developmentally appropriate "mistakes" that come with youth. While alcohol or drug use is not permitted on-site, youth will not be drug tested or breathalyzed.

Our shelter hours will be 7pm and to 7am, 365 days a year. Youth actively working towards housing and participating in the rapid rehousing program are given priority.

Arbor Youth welcomes all service and emotional support animals, and with any other pets, our staff are willing to make every possible effort to keep the pet and youth together in our facility. In addition, we are supportive of storing all belongings a youth arrives with, as space permits; we have storage bins and lockers in our Outreach Center (on the first floor) where youth can leave and access their belongings any hour of the day. Most often, youth arrive with little more than a backpack, and our staff works diligently to make sure we acquire any additional necessary items.

Youth participation at the shelter is important and valuable to both our program and program participants. However, all services are voluntary (and free), and youth are not required to participate in any accompanying support services. We encourage youth to participate in all aspects of service planning, such as setting goals and creating safety plans, as well as many program planning activities. Youth are also involved in our Performance and Quality Improvement program, and every youth is given the opportunity to complete a Youth Satisfaction Survey, which is an integral component of our service evaluation and planning process. With youth participation comes youth empowerment, increased self-esteem, self-confidence, and improvements to our overall program.

Budget Justification

Complete this table	Total
Budget Justification	
Number of individual beds available to the general population	18
Number of units available for families, if applicable	0
Funds requested from LFUCG	192,830
Total Budget for shelter program (all funding sources)	422,994
LFUCG investment per bed	10,712
LFUCG investment per unit, if applicable	n/a
Total cost per bed	23,500
Total cost per unit, if applicable	n/a
% LFUCG investment	45.6%

Staff Salaries

Executive Director: The Executive Director maintains a 1.0 FTE position at a projected annual salary of $91125 during this budget period. Total time on this project is estimated at 10%, for a total project salary of $9125 requested in ESR funding.

Marketing and Development Coordinator: The Marketing and Development Coordinator is a 1.0 FTE position with an annual salary of $50,000 Total time on this project will be 10%, for a total project salary of $5,000 requested in ESR funding. This position is a key role for this project, as this person is responsible for ensuring AYS remains in compliance with all outcome measurements and grant requirements.

The Chief Finance and Operations Officer is a 1.0 FTE position with an annual salary of $70,000 with 10% of time devoted to this project for a total project salary of $7,000. Arbor is requesting $3500 in ESR funding, with the remaining $3500 in matched funding. This position is essential to provide responsible fiscal oversight and accounting practices, as well as compliance with safety.

The Outreach & Housing Coordinator position is a 1.0 FTE position with an annual salary of $50,000 with 25% of time dedicated to this project ($12,500), with a ESR funding request of $7,000 and the remaining $5500 in matched funding. This is a key position, as this role assists the Executive Director and Development Director in oversight of the program and ensuring

quality data collection, RHY-HMIS data entry, compliance, regulation, and staff training are completed.

Housing Advocate: The Youth Advocate is a 1.0 FTE position with an annual salary of $41,600 with 25% of time dedicated to this project, covered by local and federal funding.

Youth Workers: To provide constant support and supervision of youth while in shelter care, we have Youth Workers staffed 12 hours a day, 365 days a year. Youth Workers are paid $16/hour; annually, youth workers salaries are estimated to be $140,160. All youth workers dedicate 100% of their time to this project. We are requesting 50% in ESR funding ($70,080), with the remaining 50% in matching funds.

The project portion of these salaries $94705 requested in ESR funding and will be dedicated to salaries outlined above, for a total project salary of $142,877. The matching and non-program portions of the salaries outlined above are funded through various grants and contracts, such as funding awarded by Lexington Fayette Urban County Government, Kentucky's Cabinet for Health and Family Services, and United Way.

Fringe Benefits:

FICA: Applicant is not requesting funds for FICA

Medical and Life Insurance: Health insurance is provided to all full-time employees on the first day of the month following three full months of employment. The average cost for these benefits is $300 per month, per employee ($300 x 12 months x 6.0 FTE positions = 21,600) AYS requests $10,800 (50% of total) in medical and life insurance costs for all project personnel, prorated according to time spent on this project.

Space/Facilities:

Utilities: Utilities include gas ($1,000), electric ($1,200), and water and sewage ($500). Facility Expenses: Building expenses include security ($225), pest control services ($675), and facility maintenance ($1,825).

Operating Expenses:

Total operating expenses are $13,092. See line-item budget attached for breakdown of expenses. Arbor is requesting $2,600 in ESR funds for operating expenses, providing a match of $10,492.

BUDGET

STAFF SALARIES	TOTA ES Budget	LFUCG ESR	Non-City Funding
Executive Director	91250	91250	0
Marketing and Development Coordinator	5000	5000	0
CFOO	7000	3500	3500
Shelter Coordinator	12500	7000	5500
Youth Advocate	41500	0	0
Youth workers	140160	70080	70080
Program Staff Salary Totals	**297410**	**176830**	**79080**
Total Fringe Benefits (36% of total pay)	**107067**	**10,800**	**10,800**
Total Space/Facilities	**5425**	**0**	**5424**
Operating Expenses			
Food & Beverage	5200	2600	2600
Kitchen Supplies	0	0	0
Telephone Service	575	0	575
Office Supplies	1100	0	1100
Program Supplies	2200	0	2200
Vehicle Repair and Maint.	0	0	0
Vehicle Insurance	0	0	0
Gas for vehicles	0	0	0
Professional liability insurance	4017	2600	4017
Total Operating Expenses	**13092**	**5200**	**10492**
Program Total Budget	**422994**	**192830**	**105796**

Arbor Youth Services Emergency Shelter and Outreach Center

Below are shelter and outreach house rules that must be followed at all times. If a client fails to follow these rules, then it may result in a suspension or termination from the program.

1. No weapons on persons while on the property.
a. Weapons may be left with staff while staying on the property and returned to client upon leaving.

2. No violence or threat of violence towards staff and clients.
3. No sex on the property.
4. No drugs or alcohol on the property.
5. No smoking (cigarettes, vaping, dip) on the property.

Violation of any of these rules may result in suspension or termination of services.

Client Expectations

1. Maintain proper and appropriate boundaries with staff, youth, and other clients. 2. Be respectful to staff, youth, and other clients.
3. Clean up after yourself.
4. Clean the shower (with cleaner) after each use.

5. Maintain proper hygiene.
6. When finished with towels and rags place in hamper.
7. Complete your daily chore that has been assigned to you (when applies).
8. You may not be alone in a room with a youth under 17 years of age.
9. Must ask staff permission before going downstairs, upstairs or into storage room.
10. After 8:00pm, clients may not return till the next day if they leave unless it is because of a medical

emergency.
11. Transgender and non-binary youth sleep in the room with the gender they identify with.

Expectations of staff

We strive to treat clients with dignity and respect and to provide the basic needs of every client in the program. If the staff or the facility is not meeting your needs, please talk to us about it, below is a list of things that you can expect from staff

1. Safe and adequate shelter.
2. Provision of basic needs.
3. Confidentiality of personal information.
4. Referrals for any medical, dental or legal assistance you request. 5. To be treated in a fair and equitable manner.
6. To be respected by staff and guests.

By signing below all parties acknowledge that they have read and agreed to the following contract. In the event that an expectation or rule is violated, clients may be asked to leave the property immediately and may be suspended or terminated from receiving services.

Arbor Youth Services is in no way responsible for any of client's personal property.

Client signature: _____ Date:_____
Staff signature: _____ Date:_____
Arbor Youth Services

Program: Agency-wide
Effective Date: November 1, 2006

Policy Number: 2.3.1

Reference: COA CR 1 Reviewed: Oct., 2016

Approval Date: November 1, 2006 Approval Method: Regular Meeting Board Chair: John Reynolds

Protection of Rights and Ethical Obligations Policy

Clients receive:

1. a) Sufficient information for them to make an informed choice about using the organization's services; and
2. b) Information about their rights and responsibilities.

Procedure

Arbor Youth Services shall state in writing the circumstances under which it will serve minors without the consent of the parent or legal guardian, and provide this information upon request.

Clients shall have the right to:

1. a) Refuse any service, treatment, or medication, unless mandated by law or court order; and
2. b) Be informed about the consequences of such refusal, which can include discharge.

A written summary of rights and responsibilities shall be provided to clients at initial contact and is posted in the reception areas of all service delivery areas.

Clients shall receive written information regarding:

1. a) Basic expectations for use of the organization's services;
2. b) Hours in which services are available;
3. c) Rules, expectations, and other factors that could result in discharge or termination of services;
4. d) How to lodge complaints, grievances, or appeals

Rights of clients include, and are not limited to:

The right to participate in all service decisions;
The right to receive services in a non-discriminatory manner;
The freedom to express and practice religious and spiritual beliefs; and
The right to accessible written and oral communication tools when clients have difficulty understanding or reading the primary language used in the practice setting.

Services shall accommodate the written and oral communication needs of clients by:

Communicating, in writing and orally, in the languages of the major population groups served; Providing, or arranging for, bilingual personnel or translators, or arranging for the use of communication technology, as needed;
Providing telephone amplification, sign language services, or other communication methods for deaf or hearing impaired persons;

4. d) Providing, or arranging for, communication assistance for persons with special needs who have difficulty making their service needs known; and
5. e) Considering the person's literacy level.

Clients shall be responsible for providing relevant information as a basis for receiving service and participating in service decisions.

ARBOR YOUTH SERVICES, INC.
AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY

I. Policy

A. General Statement

Arbor Youth Services is an equal opportunity employer operating under federal and state laws which prohibit discrimination against any person in recruitment examination, appointment, training, promotion, retention or any other personnel action because of such individual's race, color, religion, sex, national origin, or ancestry. This Affirmation Action Plan restates that commitment and assigns continuing responsibility for specific activities to ensure that minorities and women are considered in all employment activities.

In initiating the Plan Arbor Youth Services recognizes (1) that it is necessary to identify and deal with discrimination and roadblocks to equal opportunity, intended or unintended; (2) that well-conceived, planned and realistic actions are necessary to provide for achieving true equality of opportunity; (3) that these actions be aggressively pursued; (4) that an effective periodic self-evaluation is needed to ascertain whether pre-determined goals are being met; and (5) that this evaluation will result in updating the action plan, as necessary, to meet changing needs and to effectively resolve problems.

B. Administration and Communication of the Plan

Under the direction of the Executive Director, the overall responsibility for administering the Plan rests with the Administrative Coordinator. However, each program Coordinator is responsible for applying the Affirmative Action Plan to all activities of their program divisions and shall be held accountable for results. Such cooperative action as is necessary between divisions shall be coordinated by the Executive Director. A continuing evaluation of the effectiveness of the Plan shall be made by the Executive Director and periodic reports evaluation of the results of the Plan shall be included in the Annual Report provided at the Board of Directors retreat.

Copies of this Plan shall be distributed to program coordinators by the Executive Director to ensure the recognition of the major commitment and top management approval of the Plan.

C. Community Participation

Arbor Youth Services goes on record as supporting community activities which are designed to improve the employability of minorities including educational and training programs conducted by various educational institutions. Liaison, established by personal contact, will be maintained with existing equal opportunity programs.

II. Recruitment

Recognizing that recruitment efforts are the means by which the Affirmative Action Plan can be implemented with significant and immediate results, the Executive Director will be given

the primary responsibility of attracting minority and female applicants. This shall also be a concern of other staff recruiters.

A. Development of Contacts by the Executive Director and Other Staff Recruiters

1. Attend meetings of community, minority, and women's organizations to explain policy and objectives.
2. Represent Arbor Youth Services at local conferences which relate to the employment of minorities and women.
3. Cultivate personal contacts with members of the minority community and organizations to further the progress of women.
4. Arrange for tours of Arbor Youth's facilities for minority and female groups.
5. Maintain liaison with work-experience programs and special training programs for minority and female groups.
6. Encourage minority and female employees to refer their friends who are qualified for job vacancies.
7. Participate in local career days at schools and colleges, particularly those with large numbers of female and minority students.
8. Notify churches and community organizations which serve the minority community of organizational vacancies and the organization's Affirmative Action Plan.
9. Discuss Arbor Youth's employment needs and policy with community associations, organizations of minorities, and organizations to further the progress of women and minorities.
10. Notify organizations, including professional, business, and trade associations designed to further the progress of women and minority groups, the AAUW, the NAACP, and other appropriate groups, of employment opportunities, especially in professional and managerial classifications.

B. Encouragement of Job Applicants

1. Include "Equal Opportunity Employer" on all recruitment advertising.
2. Post promotional opportunities and encourage applications.
3. Advertise job vacancies in media reaching women and the minority community.
4. Develop special recruitment literature for minorities and women.
5. Use City Recreation Centers, Community Centers, and Branch Libraries as locations from which to conduct recruitment activities.
6. When vacancies occur in professional positions, make special effort to contact colleges with large minority enrollments.
7. Indicate on job announcements that positions are open to women and men.

III. Selection

Screening of applicants is the responsibility of the Executive Director and program Coordinators through review of applications, interviewing, and certification. Final selection is the responsibility of each program Coordinator with the approval of the Executive Director.

A. Examinations

The definition of examinations includes the process from review of applications to final determination of eligibility. While an evaluation of all tests used in selection is not feasible at the present time, the following actions shall be taken to avoid discrimination and to acquire pertinent statistics for use in any further evaluation.

1. Where possible, eliminate from the application form all inquiries concerning race, color, religion, sex, national origin or ancestry. This includes, but is not limited to pre-employment inquiries concerning marital status, maiden name, number of dependents, arrest record.
2. For written tests, keep a record of the success of women and minority group members in taking the test.
3. A program coordinator should notify the Executive Director if in their judgment the experience requirements or the tests are unnecessarily restricting selection for employment or promotion or when they feel the test has poor validity.

B. Counseling

1. Suggest to rejected applicants possible actions to improve their chances of future employment.
2. Provide career counseling to present employees upon request, pointing out promotional opportunities, career ladders used by other employees, and training needs.

C. Appointment

1. Persons making final selection should interview as objectively as possible and notify applicants not appointed of the reason for the decision.
2. Where the staff has an unrepresentative mix of minorities and women, merit factors remaining equal, special attention should be given to this matte when a vacancy is to be filled.

IV. Training

1. Encourage women and minority employees to participate in education and training courses given by Arbor Youth and courses given within the community.
2. Special attention should be given to promoting the selection of minority members and women for in-service training.
3. Organize additional training courses for upgrading the skills of employees.
4. For future evaluation purposes, record the participation rates of women and minorities in training courses and their use of educational leave and educational assistance.
5. Include information regarding the Affirmative Action Plan in all training courses at all levels, especially training sessions for supervisors.
6. Utilize the orientation interview to describe the Plan and career possibilities.

V. Career ladders and Promotion

1. Post promotional opportunities and encourage the widest range of applications.
2. On an individual basis, counsel employees on their probable career ladder.

3. As the need arises, rate employees on their promotional potential and provide career information and training information.
4. Encourage program Coordinators to notify the Executive Director of minority staff members and women who have significant promotional potential so that the Executive Director suggest they apply for vacancies at a higher level.

VI. Evaluation and Reporting

1. Data shall be compiled every six months indicating the number and percentages of employees in each department by designated pay grade levels from various minority groups. A similar report shall be prepared on women.
2. A summary and evaluation of the above data shall be prepared for distribution to the Executive Director, Board of Directors, all program coordinators, and other interested persons.
3. Program Coordinators shall report to the Executive Director or Administrative Coordinator any problems or suggestions on the implementation of the Plan to aid in the evaluation.

VII. Complaints and Appeals

1. Complaints resulting from the administration of this plan shall be submitted to the Executive Director in accordance with the provisions of the Grievance Policy.
2. If the complaint is based on alleged discrimination because of race, color, religion, sex, national origin, or ancestry, the complainant may appeal to Board of Directors, where the complaint is within the jurisdiction of the Board as provided for in Grievance Policy. If the Board finds that there was discrimination, it shall recommend or where so empowered by the policy, it shall order, appropriate corrective action.

Report Run History

Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User
210664	04/24/2024 03:04:13 PM (0.00 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210663	04/24/2024 03:02:35 PM (0.07 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210662	04/24/2024 02:59:30 PM (0.08 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210660	04/24/2024 01:31:44 PM (0.11 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea
210659	04/24/2024 01:28:19 PM (0.13 mins)	COCAPR		Chris Primeaux	Arbor Youth Services, Inc.-LEX	Chris Primea

Showing 1-5 of 26

Report Options

Name

Description

Provider Type • Provider Reporting Group

Provider * Arbor Youth-TAY Shelter-ESR-ES-LEX (3177)
This provider AND its subordinates • This provider ONLY

Program Date Range * 01/01/2023 to 12/31/2023

Entry/Exit Types * Basic Basic Center Program Entry/Exit ✓ HUD Quick PATH Call RHY Standard Transitional Living Program Entry/Exit

CoC APR Report Results - Date Ran: 04/24/2024 03:04:13 PM - Report ID: 210664

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Organization Name	Org. ID	Project Name	Project ID	HMIS Project Type	RRH Subtype	Coordinated Entry Access Point	Affiliated with a residential project	Project IDs of Affiliation	CoC Number	Geocode	Victim Service Provider	HMIS Software Name and Version Number	Report Start Date	Repor End Date
Arbor Youth Services, Inc.-LEX	2240	Arbor Youth-TAY Shelter-ESR-ES-LEX	3177	Emergency Shelter - Entry Exit (HUD)		No			KY-502	211314	No	WellSky Community Services	2023-01-01	2023-12-31

Showing 1-1 of 1

5a - Report Validations Table

Report Validations Table	Count of Cli for DQ
1. Total Number of Persons Served	108
2. Number of Adults (age 18 or over)	108
3. Number of Children (under age 18)	0
4. Number of Persons with Unknown Age	0

5. Number of Leavers	87
6. Number of Adult Leavers	87
7. Number of Adult and Head of Household Leavers	87
8. Number of Stayers	21
9. Number of Adult Stayers	21
10. Number of Veterans	0
11. Number of Chronically Homeless Persons	16
12. Number of Youth Under Age 25	107
13. Number of Parenting Youth Under Age 25 with Children	0
14. Number of Adult Heads of Household	102
15. Number of Child and Unknown-Age Heads of Household	0
16. Heads of Households and Adult Stayers in the Project 365 Days or More	0

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Name (3.01)	0	0	0	0
Social Security Number (3.02)	3	4	1	5
Date of Birth (3.03)	0	0	0	0
Race and Ethnicity (3.04)	0	0		0
Gender (3.06)	0	0		0
Overall Score				5

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total
Veteran Status (3.7)	0	0	0	0
Project Start Date (3.10)			0	0
Relationship to Head of Household (3.15)		0	2	2
Enrollment CoC (3.16)		0	0	0
Disabling Condition (3.8)	0	0	1	1

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total

Destination (3.12)	0	4		4
Income and Sources (4.2) at Start	0	1	3	4
Income and Sources (4.2) at Annual Assessment	0	0	0	0
Income and Sources (4.2) at Exit	0	1	3	4

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number c months (3.917.5 DK/PNTA missing
ES-EE, ES-NbN, SH, Street Outreach	108			2	2	1
TH	0	0	0	0	0	0
PH(all)	0	0	0	0	0	0
CE	0	0	0	0	0	0
SSO, Day Shelter, HP	0	0	0	0	0	0
Total	108					

6e - Data Quality: Timeliness

Time For Record Entry	Number c Project Sta Records
< 0 days	0
0 days	31
1 - 3 days	55
4 - 6 days	10
7 - 10 days	3
11+ days	9

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inacti Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0
Bed Night (All clients in ES - NBN)	0	0

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children
Adults	108	108	0	
Children	0		0	0

Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	108	108	0	0
For PSH and RRH - the total persons served who moved into housing	0	0	0	0

7b - Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children
January	17	17	0	0
April	17	17	0	0
July	9	9	0	0
October	13	13	0	0

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children
Total Households	102	102	0	0
For PSH and RRH - the total households served who moved into housing	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children
January	14	14		
April	16	16		
July	9	9		
October	11	11		

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact WAS staying on Streets, ES, or SH
Once	0	0	0
2-5 Times	0	0	0
6-9 Times	0	0	0
10+ Times	0	0	0
Total Persons Contacted	0	0	0

9b - Number of Persons Engaged

		First Contact -	First contact

	All Persons Contacted	NOT staying on the Streets, ES, or SH	WAS staying Streets, ES, SH
Once	0	0	0
2-5 Times	0	0	0
6-9 Times	0	0	0
10+ Times	0	0	0
Total Persons Engaged	0	0	0
Rate of Engagement	0%	0%	0%

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children
Woman	40	40	0	0
Man	64	64	0	0
Culturally Specific Identity	0	0	0	0
Transgender	2	2	0	0
Non-Binary	2	2	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0

Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	108	108	0	0

11 - Age

	Total	Without Children	With Children and Adults	With Only Children
Under 5	0		0	0
5 - 12	0		0	0
13 - 17	0		0	0
18 - 24	107	107	0	
25 - 34	1	1	0	
35 - 44	0	0	0	
45 - 54	0	0	0	
55 - 64	0	0	0	
65 +	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	108	108	0	0

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children
American Indian, Alaska Native, or Indigenous	1	1	0	0
Asian or Asian American	2	2	0	0
Black, African American, or African	26	26	0	0
Hispanic/Latina/e/o	2	2	0	0

Middle Eastern or North African	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0
White	65	65	0	0
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0
Black, African American, or African & American Indian, Alaska Native, or Indigenous	0	0	0	0
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	0	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	1	1	0	0
Black, African American, or African & Asian or Asian American	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0
White & Asian or Asian American	0	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	2	2	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0
White & Black, African American, or African	5	5	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0
White & Hispanic/Latina/e/o	4	4	0	0
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0
White & Middle Eastern or North African	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	0	0	0	0
Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	108	108	0	0

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children

Mental Health Disorder	57	57	0	0	0
Alcohol Use Disorder	2	2	0	0	0
Drug Use Disorder	16	16	0	0	0
Both Alcohol and Drug Use Disorders	3	3	0	0	0
Chronic Health Condition	6	6	0	0	0
HIV/AIDS	1	1	0	0	0
Development Disability	6	6	0	0	0
Physical Disability	8	8	0	0	0

13b1 - Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	49	49	0	0	0
Alcohol Use Disorder	2	2	0	0	0
Drug Use Disorder	16	16	0	0	0
Both Alcohol and Drug Use Disorders	1	1	0	0	0
Chronic Health Condition	4	4	0	0	0
HIV/AIDS	1	1	0	0	0
Development Disability	6	6	0	0	0
Physical Disability	7	7	0	0	0

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
Mental Health Disorder	8	8	0	0	0
Alcohol Use Disorder	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0
Both Alcohol and Drug Use Disorders	2	2	0	0	0
Chronic Health Condition	2	2	0	0	0
HIV/AIDS	0	0	0	0	0
Development Disability	0	0	0	0	0
Physical Disability	1	1	0	0	0

13a2 - Number of Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	38	38	0	0	0
1 Condition	38	38	0	0	0
2 Conditions	17	17	0	0	0
3+ Conditions	9	9	0	0	0
Condition Unknown	6	6	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	108	108	0	0	0

13b2 - Number of Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	29	29	0	0	0
1 Condition	32	32	0	0	0
2 Conditions	16	16	0	0	0
3+ Conditions	7	7	0	0	0
Condition Unknown	3	3	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	87	87	0	0	0

13c2 - Number of Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children
None	9	9	0	0	0
1 Condition	6	6	0	0	0
2 Conditions	1	1	0	0	0
3+ Conditions	2	2	0	0	0
Condition Unknown	3	3	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	21	21	0	0	0

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children
Yes	32	32	0	0
No	74	74	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	2	2	0	0
Total	108	108	0	0

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children
Within the past three months	11	11	0	0
Three to six months ago	3	3	0	0
Six months to one year	4	4	0	0
One year ago, or more	12	12	0	0
Client Doesn't Know/Prefers Not to Answer	1	1	0	0
Data Not Collected	1	1	0	0
Total	32	32	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation	38	38	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	29	29	0	0
Safe Haven	1	1	0	0
Subtotal	68	68	0	0
Institutional Situations				
Foster care home or foster care group home	1	1	0	0
Hospital or other residential non-psychiatric medical facility	1	1	0	0
Jail, prison, or juvenile detention facility	1	1	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	2	2	0	0
Substance abuse treatment facility or detox center	2	2	0	0
Subtotal	7	7	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	4	4	0	0

Residential project or halfway house with no homeless criteria	2	2	0	0
Hotel or motel paid for without emergency shelter voucher	2	2	0	0
Host Home (non-crisis)	0	0	0	0
Staying or living in a friend's room, apartment, or house	9	9	0	0
Staying or living in a family member's room, apartment, or house	14	14	0	0
Subtotal	31	31	0	0
Permanent Situations				
Rental by client, no ongoing housing subsidy	1	1	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	1	1	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	1	1	0	0
Subtotal	1	1	0	0
Total	108	108	0	0

16 - Cash Income - Ranges

	Income at Start	Income a Latest Ann Assessment Stayers
No Income	93	0
$1 - 150	0	0
$151 - $250	0	0
$251 - $500	0	0
$501 - $1000	10	0
$1001 - $1500	1	0
$1501 - $2000	0	0
$2001 +	1	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data Not Collected	3	0
Number of adult stayers not yet required to have an annual assessment		21
Number of adult stayers without required annual assessment		0
Total Adults	108	21

17 - Cash Income - Sources

	Income at Start	Income a Latest Ann Assessment Stayers
Earned Income	8	0
Unemployment Insurance	0	0
Supplemental Security Income (SSI)	2	0
Social Security Disability Insurance (SSDI)	1	0
VA Service - Connected Disability Compensation	0	0
VA Non-Service Connected Disability Pension	0	0
Private Disability Insurance	0	0
Worker's Compensation	1	0
Temporary Assistance for Needy Families (TANF)	0	0
General Assistance (GA)	0	0
Retirement Income from Social Security	0	0
Pension or retirement income from a former job	0	0
Child Support	0	0
Alimony and other spousal support	0	0
Other Source	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0

18 - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status

Number of Adults by Income Category	Number of Adults at Start	Number c Adults at Annual Assessme (Stayers)
Adults with Only Earned Income (i.e., Employment Income)	8	0
Adults with Only Other Income	4	0
Adults with Both Earned and Other Income	0	0
Adults with No Income	95	0
Adults with Client Doesn't Know/Client Prefers Not to Answer information	0	0
Adults with Missing Income Information	0	0
Number of adult stayers not yet required to have an annual assessment		21
Number of adult stayers without required annual assessment		0
Total Adults	108	21

1 or More Source of Income	14	0
Adults with Income Information at Start and Annual Assessment/Exit		0

19a1 - Client Cash Income Change - Income Source - by Start and Latest Status

Income Change by Income Category (Universe: Adult Stayers with Income Information at Start and Annual Assessment)	Had Income Category at Start and Did Not Have It at Annual Assessment	Retained Income Category But Had Less $ at Annual Assessment Than at Start	Retained Income Category and Same $ at Annual Assessment as at Start	Retained Income Category and Increased $ at Annual Assessment	Did Not Have the Income Category at Start and Gained the Income Category at Annual Assessment	Did Not Have the Income Category at Start or at Annual Assessment	Total Adults (including those with No Income)	Performan Measure: Ad who Gainec Increase Income fro Start to Ann Assessme Average Ga
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0
Average Change in Earned Income								
Number of Adults with Other Income	0	0	0	0	0	0	0	0
Average Change in Other Income								
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0
Average Change in Overall Income								

19a2 - Client Cash Income Change - Income Source - by Start and Exit

Income Change by Income Category (Universe: Adult Leavers with Income Information at Start and Exit)	Had Income Category at Start and Did Not Have It at Exit	Retained Income Category But Had Less $ at Exit Than at Start	Retained Income Category and Same $ at Exit as at Start	Retained Income Category and Increased $ at Exit	Did Not Have the Income Category at Start and Gained the Income Category at Exit	Did Not Have the Income Category at Start or at Exit	Total Adults (including those with No Income)	Performan Measure: Ad who Gainec Increase Income fro Start to Ex Average Ga
Number of Adults with Earned Income (i.e., Employment Income)	0	0	7	0	0	79	86	0
Average Change in Earned Income								
Number of Adults with Other Income	0	0	3	0	0	82	86	0
Average Change in Other Income								
Number of Adults with Any Income (i.e., Total Income)	0	0	10	0	0	75	86	0
Average Change in Overall Income								

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition
Earned Income	3	5	8	38%	0	0	0	0%	0	0
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0
Supplemental Security Income (SSI)	1	0	1	100%	0	0	0	0%	0	0
Social Security Disability Insurance (SSDI)	1	0	1	100%	0	0	0	0%	0	0
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0
Worker's Compensation	1	0	1	100%	0	0	0	0%	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0
Retirement Income from Social Security	0	0	0	0%	0	0	0	0%	0	0
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0
Child Support	0	0	0	0%	0	0	0	0%	0	0
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0
Other Source	0	0	0	0%	0	0	0	0%	0	0
No Sources	48	23	71	68%	0	0	0	0%	0	0
Unduplicated Total Adults	54	28	82		0	0	0		0	0

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit a Latest Ann Assessmen Stayers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	8	0
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	2	0
TANF Child Care Services	0	0
TANF Transportation Services	0	0
Other TANF-Funded Services	0	0
Other Source	0	0

20b - Number of Non-Cash Benefit Sources

	Benefit at Start	Benefit a Latest Ann

		Assessment Stayers
No Sources	93	0
1 + Source(s)	9	0
Client Doesn't Know/Client Prefers Not to Answer	0	0
Data Not Collected/Not stayed long enough for Annual Assessment	6	21
Total	108	21

21 - Health Insurance

	At Start	At Annua Assessment Stayers
MEDICAID	77	0
MEDICARE	1	0
State Children's Health Insurance Program	2	0
Veteran's Health Administration (VHA)	0	0
Employer-Provided Health Insurance	2	0
Health Insurance obtained through COBRA	0	0
Private Pay Health Insurance	1	0
State Health Insurance for Adults	1	0
Indian Health Services Program	0	0
Other	1	0
No Health Insurance	25	0
Client Doesn't Know/Client Prefers Not to Answer	1	0
Data Not Collected	1	0
Number of stayers not yet required to have an annual assessment		21
1 Source of Health Insurance	75	0
More than 1 Source of Health Insurance	5	0

22a1 - Length of Participation - CoC Projects

	Total	Leavers
30 days or less	94	78
31 to 60 days	11	8
61 to 90 days	2	1
91 to 180 days	1	0

181 to 365 days	0	0
366 to 730 Days (1-2 Yrs)	0	0
731 to 1,095 Days (2-3 Yrs)	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0
More than 1,825 Days (>5 Yrs)	0	0
Total	108	87

22b - Average and Median Length of Participation in Days

	Leavers
Average Length	10
Median Length	4

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children
7 days or less	0	0	0	0
8 to 14 days	0	0	0	0
15 to 21 days	0	0	0	0
22 to 30 days	0	0	0	0
31 to 60 days	0	0	0	0
61 to 90 days	0	0	0	0
91 to 180 days	0	0	0	0
181 to 365 days	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0
Total (persons moved into housing)	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0
Total	0	0	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children
7 days or less	11	11	0	0
8 to 14 days	2	2	0	0
15 to 21 days	6	6	0	0
22 to 30 days	7			

	7	0	0
31 to 60 days	11	11	0	0
61 to 90 days	6	6	0	0
91 to 180 days	19	19	0	0
181 to 365 days	15	15	0	0
366 to 730 Days (1-2 Yrs)	16	16	0	0
731 days or more	12	12	0	0
Total (persons moved into housing)	105	105	0	0
Not yet moved into housing	0	0	0	0
Data Not Collected	3	3	0	0
Total Persons	108	108	0	0

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-ra (does r includ Hispan Latina/e
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-ra (does r includ Hispan Latina/e
Persons Moved Into Housing	1	2	25	2	0	0	63	6	6
Persons Not Yet Moved Into Housing	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	185	0	416
Median time to Move-In	0	0	0	0	0	0	185	0	416

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children

Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	21	21	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	14	14	0	0
Safe Haven	0	0	0	0
Subtotal	35	35	0	0
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	2	2	0	0
Jail, prison, or juvenile detention facility	1	1	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	3	3	0	0
Subtotal	6	6	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	1	1	0	0
Residential project or halfway house with no homeless criteria	1	1	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	3	3	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	12	12	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	17	17	0	0
Permanent Situations				
Staying or living with family, permanent tenure	7	7	0	0
Staying or living with friends, permanent tenure	3	3	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	3	3	0	0
Rental by client, with ongoing housing subsidy	11	11	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	24	24	0	0
Other Situations				

No Exit Interview completed	4	4	0	0
Other	1	1	0	0
Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	5	5	0	0
Total	87	87	0	0
Total persons exiting to positive housing destinations	24	24	0	0
Total persons exiting to destinations that excluded them from the calculation	2	2	0	0
Percentage of persons exiting to positive housing destinations	28%	28%	0%	0%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children
GPD TIP housing subsidy	0	0	0	0
VASH housing subsidy	0	0	0	0
RRH or equivalent subsidy	10	10	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0
Public housing unit	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0
Housing Stability Voucher	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0
Permanent Supportive Housing	1	1	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0
Total	11	11	0	0

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Mult (do inc His Lati
Homeless Situations	35	0	0	6	0	0	0	25	2	
Institutional Situations	6	0	1	0	0	0	0	5	0	
Temporary Situations	17	0	0	5	0	0	0	9	2	
Permanent	24	1	0	10	0	0	0	10	1	

Situations										
Other Situations	5	0	1	0	1	0	0	3	0	
Total	87	1	2	21	1	0	0	52	5	

24b - Moving On Assistance Provided to Households in PSH

	Total	Without Children	With Children and Adults	With Only Children
Subsidized housing application assistance	0	0	0	0
Financial assistance for Moving On (e.g., security deposit, moving expenses)	0	0	0	0
Non-financial assistance for Moving On (e.g., housing navigation, transition support)	0	0	0	0
Housing referral/placement	0	0	0	0
Other (please specify)	0	0	0	0

24c - Sexual Orientation of Adults in PSH

	Total	Without Children	With Children and Adults	With Only Children
Heterosexual	0	0	0	0
Gay	0	0	0	0
Lesbian	0	0	0	0
Bisexual	0	0	0	0
Questioning/Unsure	0	0	0	0
Other	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data not collected	0	0	0	0
Total	0	0	0	0

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)
Different Preferred Language
Total

25a - Number of Veterans

	Total	Without Children	With Childr and Adult
Chronically Homeless Veteran	0	0	0
Non-Chronically Homeless Veteran	0	0	0
Not a veteran	108	108	0

Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected	0	0	0
Total	108	108	0

25b - Number of Veteran Households

	Total	Without Children	With Childr and Adult
Chronically Homeless Veteran			
Non-Chronically Homeless Veteran			
Not a veteran	102	102	
Client Doesn't Know/Client Prefers Not to Answer			
Data Not Collected			
Total	**102**	**102**	

25c - Gender - Veterans

	Total	Without Children	With Childr and Adult
Woman	0	0	0
Man	0	0	0
Culturally Specific Identity	0	0	0
Transgender	0	0	0
Non-Binary	0	0	0
Questioning	0	0	0
Different Identity	0	0	0
Woman/Man	0	0	0
Woman/Culturally Specific Identity	0	0	0
Woman/Transgender	0	0	0
Woman/Non-Binary	0	0	0
Woman/Questioning	0	0	0
Woman/Different Identity	0	0	0
Man/Culturally Specific Identity	0	0	0
Man/Transgender	0	0	0
Man/Non-Binary	0	0	0
Man/Questioning	0	0	0
Man/Different Identity	0	0	0

Culturally Specific Identity/Transgender	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0
Culturally Specific Identity/Questioning	0	0	0
Culturally Specific Identity/Different Identity	0	0	0
Transgender/Non-Binary	0	0	0
Transgender/Questioning	0	0	0
Transgender/Different Identity	0	0	0
Non-Binary/Questioning	0	0	0
Non-Binary/Different Identity	0	0	0
Questioning/Different Identity	0	0	0
More than 2 Gender Identities Selected	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0
Data Not Collected	0	0	0
Total	0	0	0

25d - Age - Veterans

	Total	Without Children	With Childr and Adult
18 - 24	0	0	0
25 - 34	0	0	0
35 - 44	0	0	0
45 - 54	0	0	0
55 - 64	0	0	0
65 +	0	0	0
Client Doesn't Know/Client Prefers Not to Answer			
Data Not Collected			
Total	0	0	0

25i - Exit Destination - Veterans

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	0	0	0	0

Safe Haven	0	0	0	0
Subtotal	0	0	0	0
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0
Subtotal	0	0	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	0	0	0	0
Rental by client in a public housing unit	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	0	0	0	0
Permanent Situations				
Staying or living with family, permanent tenure	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	0	0	0	0
Other Situations				
No Exit Interview completed	0	0	0	0
Other	0	0	0	0
Deceased	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0

Data Not Collected	0	0	0	0
Subtotal	0	0	0	0
Total	0	0	0	0
Total persons exiting to positive housing destinations	0	0	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0
Percentage of persons exiting to positive housing destinations	0%	0%	0%	0%

25j - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Veteran

	Total	Without Children	With Childr and Adult
GPD TIP housing subsidy	0	0	0
VASH housing subsidy	0	0	0
RRH or equivalent subsidy	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0
Public housing unit	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0
Housing Stability Voucher	0	0	0
Family Unification Program Voucher (FUP)	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0
Permanent Supportive Housing	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0
Total	0	0	0

26a - Chronic Homeless Status - Number of Households w/at least one or more CH person

	Total	Without Children	With Children and Adults	With Only Children
Chronically Homeless	16	16		
Not Chronically Homeless	85	85		
Client Doesn't Know/Client Prefers Not to Answer	1	1		
Data Not Collected				
Total	102	102		

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children
Chronically Homeless	16	16	0	0
Not Chronically Homeless	91	91	0	0

Client Doesn't Know/Client Prefers Not to Answer	1	1	0	0
Data Not Collected	0	0	0	0
Total	108	108	0	0

26c - Gender of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children
Woman	3	3	0	0
Man	12	12	0	0
Culturally Specific Identity	0	0	0	0
Transgender	0	0	0	0
Non-Binary	1	1	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0

Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	16	16	0	0

26d - Age of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children
0 - 17	0		0	0
18 - 24	16	16	0	
25 - 34	0	0	0	
35 - 44	0	0	0	
45 - 54	0	0	0	
55 - 64	0	0	0	
65 +	0	0	0	
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	
Data Not Collected	0	0	0	
Total	16	16	0	0

26e - Physical and Mental Health Conditions - Chronically Homeless Persons

	Conditions at Start	Conditions Latest Assessment Stayers
Mental Health Disorder	13	2
Alcohol Use Disorder	1	0
Drug Use Disorder	5	0
Both Alcohol and Drug Use Disorders	1	0
Chronic Health Condition	1	1
HIV/AIDS	0	0
Development Disability	3	0
Physical Disability	3	1

27a - Age of Youth

	Total	Without Children	With Children and Adults	With Only Children

12 - 17	0		0	0
18 - 24	107	107	0	
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	107	107	0	0

27b - Parenting Youth

	Total Parenting Youth	Total Children of Parenting Youth	Total Perso
Parenting youth < 18	0	0	0
Parenting youth 18 to 24	0	0	0

27c - Gender - Youth

	Total	Without Children	With Children and Adults	With Only Children
Woman	39	39	0	0
Man	64	64	0	0
Culturally Specific Identity	0	0	0	0
Transgender	2	2	0	0
Non-Binary	2	2	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0

Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	107	107	0	0

27d - Living Situation - Youth

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	35	35	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	28	28	0	0
Safe Haven	1	1	0	0
Subtotal	64	64	0	0
Institutional Situations				
Foster care home or foster care group home	1	1	0	0
Hospital or other residential non-psychiatric medical facility	1	1	0	0
Jail, prison, or juvenile detention facility	1	1	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	2	2	0	0
Substance abuse treatment facility or detox center	2	2	0	0
Subtotal	7	7	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	3	3	0	0
Residential project or halfway house with no homeless criteria	2	2	0	0
Hotel or motel paid for without emergency shelter voucher	2	2	0	0

Host Home (non-crisis)	0	0	0	0
Staying or living in a friend's room, apartment, or house	8	8	0	0
Staying or living in a family member's room, apartment, or house	14	14	0	0
Subtotal	29	29	0	0
Permanent Situations				
Rental by client, no ongoing housing subsidy	1	1	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	1	1	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	1	1	0	0
Subtotal	1	1	0	0
Total	102	102	0	0

27e - Length of Participation - Youth

	Total	Leavers
30 days or less	93	78
31 to 60 days	11	8
61 to 90 days	2	1
91 to 180 days	1	0
181 to 365 days	0	0
366 to 730 Days (1-2 Yrs)	0	0
731 to 1,095 Days (2-3 Yrs)	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0
More than 1,825 Days (>5 Yrs)	0	0
Total	107	87

27f1 - Exit Destination - Youth

	Total	Without Children	With Children and Adults	With Only Children
Homeless Situations				
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	21	21	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	14	14	0	0

Safe Haven	0	0	0	0
Subtotal	35	35	0	0
Institutional Situations				
Foster care home or foster care group home	0	0	0	0
Hospital or other residential non-psychiatric medical facility	2	2	0	0
Jail, prison, or juvenile detention facility	1	1	0	0
Long-term care facility or nursing home	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0
Substance abuse treatment facility or detox center	3	3	0	0
Subtotal	6	6	0	0
Temporary Situations				
Transitional housing for homeless persons (including homeless youth)	1	1	0	0
Rental by client in a public housing unit	1	1	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0
Host Home (non-crisis)	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	3	3	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	12	12	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0
Subtotal	17	17	0	0
Permanent Situations				
Staying or living with family, permanent tenure	7	7	0	0
Staying or living with friends, permanent tenure	3	3	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0
Rental by client, no ongoing housing subsidy	3	3	0	0
Rental by client, with ongoing housing subsidy	11	11	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0
Subtotal	24	24	0	0
Other Situations				
No Exit Interview completed	4	4	0	0
Other	1	1	0	0
Deceased	0	0	0	0

AFFIDAVIT

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

1. His/her name is Stephanie Spires and he/she is the individual submitting the proposal or is the authorized representative of Arbor Youth Services, 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 Procurement 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.

Stephanie Spires

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Stephanie Spires on this the 24 day of APRIL, 2024

My Commission expires: 02/26/2025

JOSHUA PRESTON MCKINLEY
Notary Public
Commonwealth of Kentucky
Commission Number KYNP24404
My Commission Expires Feb 26, 2025

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.

Stephanie Spires
Signature

Arbor Youth Services
Name of Business

Firm Submitting Proposal: Arbor Youth Services

Complete Address: 536 W Third Street Lexington KY 40502
Street City Zip

Contact Name: Stephanie Spires Title: Executive Director

Telephone Number: 8592512501 Fax Number: n/a

Email address: Stephanie@ArborKy.org

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

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable). The budget narrative should also clearly indicate whether expanded supportive services will be provided by the proposing organization or a third party contractor and the amount of LFUCG grant money anticipated to be used for these services.

Staff Salaries – Identify each position allocated for the shelter, role in the shelter and percentage of FTE allocated.

Staff Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

Consultant Services – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

Space/Facilities – Describe the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs to the Total Program Budget. Identify any office or program space in an LFUCG owned building, and describe in detail, including building address, approximate square footage utilized by your agency, rent/lease fees charged by LFUCG, and any other costs (monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – List the type of scholarships or stipends, and include the number of people or organizations to receive funds, the maximum amount per recipient, and show the basis for computation.

Operating Expenses – Break down costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project. For each item identify the category, such as "rent," and a brief justification of the amount requested.

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: #25-2024

Date: April 25, 2024

Subject: Emergency Shelter – ESR

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:
Please be advised of the following clarifications to the above referenced RFP:

1. Posting of Excel ESR Budget Template. This template should be filled out and uploaded with your submittal package.

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Arbor Youth Services

ADDRESS: 536 West Third Street, Lexington KY 40508

SIGNATURE OF BIDDER: Stephanie Spires

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

Background
The Lexington-Fayette Urban County Government has established the Extended Social Resource Program to provide funds to various non-profits that provide important social services to the community. This Program supplements and supports the work of the Council by fulfilling an important and vital public purpose. The Council separates the emergency overnight shelter priority area from the ESR Program to create two distinct components: a Community Based Initiatives program, administered by the Department of Social Services and an emergency shelter program administered by the Office of Homelessness Prevention and Intervention.

The administration and management of the emergency shelter program is more efficiently performed by the Office of Homelessness Prevention and Intervention, which was created for the purpose of coordinating Lexington's efforts to end homelessness. The Lexington-Fayette Urban County Government's Homelessness Prevention and Intervention Board identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and that qualify for funding in accordance with the Lexington-Fayette County Continuum of Care.

The Council established a funding goal for each grant year of at least one percent (1%) of general fund revenues collected from the last full fiscal year. Of that, Council sets that forty percent (40%) of the total amount shall be allocated for the emergency shelter component. This 40% will include funding for all emergency shelters in Fayette County, even those previously funded outside of the ESR program.

Emergency shelter contracts will be awarded to eligible applicants to assist in operating an emergency shelter in alignment with the goals of the Lexington-Fayette County Continuum of Care, the Office of Homelessness Prevention and Intervention and the LFUCG Homelessness Prevention & Intervention Board. This is a purchase service agreement with terms set by LFUCG. LFUCG intends to fund any organization which operates a rapid resolution, housing-oriented emergency shelter that assists individuals and families to exit into permanent housing quickly.

This cycle of Extended Social Resource Program funding will accept proposals for both day shelters and overnight emergency shelters. The Office of Homelessness Prevention and Intervention recognizes the need for shelter options to be available 24/7/365 in order to meet essential needs and to facilitate connection to housing-oriented services in a manner that is flexible and low-barrier.

Instructions
Please submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON APRIL 25, 2024

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding period is for length of the analysis and completed recommendations, not to exceed two (2) years. Second year funding is contingent on budget allocations as adopted by the LFUCG Council.

LFUCG will make awards to multiple agencies with varying amounts based on scoring.

1.2 Proposal Submission

In order to be considered, proposals must be received by the April 25, 2024, deadline. The proposal must

contain the required documents and respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager of the Office of Homelessness Prevention & Intervention.

1.3 Acceptance/Rejection of Applications

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

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.4 Requests for Clarification

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

1.5 Timeline

This Request for Proposals is being released on March 28, 2024, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on April 25, 2024, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than May 30, 2024. This timeline is subject to change without notice.

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

The funded project will be required to submit quarterly financial and project timeline reports. Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at https://lexingtonky.ionwave.net/Login.aspx. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the CoC. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 3.0 and utilizing format described below (15 pages or less)
  - Double spaced
  - Single sided
  - Times New Roman 12-point font with 1-inch margins
  - Page numbers in bottom right corner of complete submission

3.0 MINIMUM ELIGIBILITY CRITERIA/REQUIREMENTS

Applicants for emergency shelter funding must meet or agree to implement the following items. Submission of a proposal constitutes agreement to these terms:

- All shelter guests must be entered into the Kentucky Homeless Management Information System (KYHMIS) database. If the organization is a victim service provider, the requirement for a comparable database must be fulfilled. All emergency shelter program-specific data elements and timeliness must comply with the LFUCG Homelessness Prevention and Intervention Board's Data Quality Plan.

- Shelters must participate fully in the Lexington's Housing Triage System, our community's Coordinated Entry system. For shelters, this means conducting the CoC's common assessment tool for guests who have reached an appropriate length of stay/participation [1], entering those guests into the Lexington CoC Coordinated Entry project in KYHMIS, and meeting all responsibilities outlined in Lexington Housing Triage System Policies & Procedures adopted by the LFUCG Homelessness Prevention & Intervention Board.

- Shelters must comply with LFUCG Homelessness Prevention and Intervention's Board Anti-Discrimination Policies to ensure that they do not contribute to unlawful gaps in access based on race, ethnicity, gender identity, sexuality, or other demographics, as defined by federal, state, and local laws and ordinances. Shelters will have a culture that exhibits cultural competency and responsiveness.

[1] Best practice recommends that individuals/households would access shelter for a period of 14 days prior to assessing for Coordinated Entry. This allows for self-resolution and diversion/rapid resolution and ensures case management staff maintain capacity to meet shelter needs.

4.0 EVALUATION

4.1 General Shelter Information — 20 points

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

- ⇨ Provide a description of the shelter including:
  - o shelter operating hours;
  - o population(s) served, including any special populations served;
  - o shelter rules and procedures **(submit documentation)**;
  - o how basic needs are met such as meals and personal care;
  - o operating hours outside of nighttime shelter, i.e. are staff operating during the day;
  - o general staffing description for the shelter.
- ⇨ Does your emergency shelter consistently implement practices to meet people where they are, and provide person-centered care that focuses on personal strengths? **(submit documentation)**
- ⇨ What policies or value statements convey clear expectations that guests will be treated with dignity and respect, and how does the shelter monitor adherence to these expectations? **(submit documentation)**
- ⇨ Are expectations of guests clearly communicated and easily accessible for review by guests? **(submit documentation of communication process)**
- ⇨ What policies and resources does the shelter have to facilitate communication with persons of limited English proficiency and/or disabilities that might require accommodation? **(submit documentation)**
- ⇨ How does the shelter meet the needs of persons with disabilities, including those with mobility limits or those requiring use of medical equipment?
- ⇨ What specific practices help ensure that the shelter exhibits cultural competency and provides appropriate protections for shelter seekers across demographic differences?
- ⇨ Does the shelter involve guests in governance and operations? **(submit documentation)**

4.2 Rapid Resolution, Housing-Oriented — 25 points

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

Narrative for this section should address all of the following prompts:

- ⇨ Does your shelter's process for accessing shelter assess options for diverting from shelter?
- ⇨ Does your emergency shelter's diversion approach include, when needed, financial assistance, mediation, housing navigation, legal assistance, or other supports?
- ⇨ What role do mainstream programs play in supporting shelter seekers and diversion efforts?
- ⇨ How does your emergency shelter provide immediate assistance and link guests with housing options within the first 14 days of a shelter stay/participation?

- ⇨ How does your emergency shelter use data routinely to detect trends, identify frequent users, and monitor housing success and other performance measures?
- ⇨ How does your emergency shelter coordinate with the broader homelessness response system to engage in system-level planning?
- ⇨ Does your emergency shelter assess and address the safety risks for people fleeing domestic violence?
- ⇨ Describe how shelter guests are assigned case management and detail how case management is provided in your shelter. What days/times are case managers available to assist guests? How often do case managers discuss housing options with guests? Are there any prerequisites for guests to access case management? What is the overall capacity of case management services and the caseload ratios per case manager?
- ⇨ How and when do the conversations about obtaining housing begin? Do case managers utilize best practices when working with clients, such as trauma informed care? What training does the shelter provide/require of case management staff on evidenced based practices?
- ⇨ How will shelter staff members or volunteers help shelter guests access documents required for housing (birth certificates, Social Security cards, etc.) when needed?

4.3 Low-Barrier **25 points**

Up to 25 points will be awarded to applicants based on an evaluation of the shelter's commitment to a Housing First, low-barrier model. Low-barrier shelter is a critical piece in the homeless assistance approach that prioritizes providing people experiencing homelessness with shelter as quickly as possible – and then providing voluntary supportive services as needed. A low-barrier shelter is one which has only the least restrictive entry criteria necessary to ensure health and safety in the facility.

Narrative for this section should address all of the following prompts:

- ⇨ Does the shelter set only minimal and reasonable requirements for guests, and does the shelter enforce these requirements in a fair and transparent way? **(submit documentation)**
- ⇨ Does your emergency shelter have minimal expectations or requirements of people seeking shelter? **(submit documentation)**
- ⇨ Does your shelter welcome self-defined family and kinship groups to seek shelter together?
- ⇨ Can your emergency shelter identify financial resources that can support the adoption of low-barrier policies and practices and support extended or flexible hours and adapted service-delivery models?
- ⇨ Does your shelter accommodate pets and personal belongings?
- ⇨ Does the shelter make accommodations to store belongings and, if so, how?
- ⇨ Do your shelter intake process and housing navigation services coordinate closely with community-based outreach services and Coordinated Entry?
- ⇨ Does your shelter create flexible and predictable access for people seeking shelter?
- ⇨ Are guests required or requested to contribute funds or labor to remain in the shelter? **(submit documentation of any program fees or volunteer time required)**
- ⇨ Are guests required or requested to leave the shelter during any portion of operating hours?
- ⇨ Are guests required to participate in classes or programs as a condition of remaining in the shelter?
- ⇨ Describe the process followed to determine whether someone is admitted or removed from the shelter and appeals available to those denied access. Applicants should include with their proposal a copy of written operation procedures for denial of services. This includes drug testing. **(submit documentation)**
- ⇨ How many participants were restricted, denied access, or banned in the past 12 months for reasons described above? What is the shelter's process for reviewing restrictions/bans and allowing guests to return?

WORKFORCE ANALYSIS FORM

Name of Organization: ARBOR YOUTH SERVICES

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														
Professionals		1	6			2	15										
Superintendents																	
Supervisors		1	1														
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:		3	8			2	15										

Prepared by: Joshua McKinley, CFFO **Date:** 04/24/24

(Name and Title)

Revised 2015-Dec-15

ARBOR YOUTH SERVICES, INC.
AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY

I. Policy

A. General Statement

Arbor Youth Services is an equal opportunity employer operating under federal and state laws which prohibit discrimination against any person in recruitment examination, appointment, training, promotion, retention or any other personnel action because of such individual's race, color, religion, sex, national origin, or ancestry. This Affirmation Action Plan restates that commitment and assigns continuing responsibility for specific activities to ensure that minorities and women are considered in all employment activities.

In initiating the Plan Arbor Youth Services recognizes (1) that it is necessary to identify and deal with discrimination and roadblocks to equal opportunity, intended or unintended; (2) that well-conceived, planned and realistic actions are necessary to provide for achieving true equality of opportunity; (3) that these actions be aggressively pursued; (4) that an effective periodic self-evaluation is needed to ascertain whether pre-determined goals are being met; and (5) that this evaluation will result in updating the action plan, as necessary, to meet changing needs and to effectively resolve problems.

B. Administration and Communication of the Plan

Under the direction of the Executive Director, the overall responsibility for administering the Plan rests with the Administrative Coordinator. However, each program Coordinator is responsible for applying the Affirmative Action Plan to all activities of their program divisions and shall be held accountable for results. Such cooperative action as is necessary between divisions shall be coordinated by the Executive Director. A continuing evaluation of the effectiveness of the Plan shall be made by the Executive Director and periodic reports evaluation of the results of the Plan shall be included in the Annual Report provided at the Board of Directors retreat.

Copies of this Plan shall be distributed to program coordinators by the Executive Director to ensure the recognition of the major commitment and top management approval of the Plan.

C. Community Participation

Arbor Youth Services goes on record as supporting community activities which are designed to improve the employability of minorities including educational and training programs conducted by various educational institutions. Liaison, established by personal contact, will be maintained with existing equal opportunity programs.

II. Recruitment

Recognizing that recruitment efforts are the means by which the Affirmative Action Plan can be implemented with significant and immediate results, the Executive Director will be given

the primary responsibility of attracting minority and female applicants. This shall also be a concern of other staff recruiters.

A. Development of Contacts by the Executive Director and Other Staff Recruiters

1. Attend meetings of community, minority, and women's organizations to explain policy and objectives.
2. Represent Arbor Youth Services at local conferences which relate to the employment of minorities and women.
3. Cultivate personal contacts with members of the minority community and organizations to further the progress of women.
4. Arrange for tours of Arbor Youth's facilities for minority and female groups.
5. Maintain liaison with work-experience programs and special training programs for minority and female groups.
6. Encourage minority and female employees to refer their friends who are qualified for job vacancies.
7. Participate in local career days at schools and colleges, particularly those with large numbers of female and minority students.
8. Notify churches and community organizations which serve the minority community of organizational vacancies and the organization's Affirmative Action Plan.
9. Discuss Arbor Youth's employment needs and policy with community associations, organizations of minorities, and organizations to further the progress of women and minorities.
10. Notify organizations, including professional, business, and trade associations designed to further the progress of women and minority groups, the AAUW, the NAACP, and other appropriate groups, of employment opportunities, especially in professional and managerial classifications.

B. Encouragement of Job Applicants

1. Include "Equal Opportunity Employer" on all recruitment advertising.
2. Post promotional opportunities and encourage applications.
3. Advertise job vacancies in media reaching women and the minority community.
4. Develop special recruitment literature for minorities and women.
5. Use City Recreation Centers, Community Centers, and Branch Libraries as locations from which to conduct recruitment activities.
6. When vacancies occur in professional positions, make special effort to contact colleges with large minority enrollments.
7. Indicate on job announcements that positions are open to women and men.

III. Selection

Screening of applicants is the responsibility of the Executive Director and program Coordinators through review of applications, interviewing, and certification. Final selection is the responsibility of each program Coordinator with the approval of the Executive Director.

A. Examinations

The definition of examinations includes the process from review of applications to final determination of eligibility. While an evaluation of all tests used in selection is not feasible at the present time, the following actions shall be taken to avoid discrimination and to acquire pertinent statistics for use in any further evaluation.

1. Where possible, eliminate from the application form all inquiries concerning race, color, religion, sex, national origin or ancestry. This includes, but is not limited to pre-employment inquiries concerning marital status, maiden name, number of dependents, arrest record.
2. For written tests, keep a record of the success of women and minority group members in taking the test.
3. A program coordinator should notify the Executive Director if in their judgment the experience requirements or the tests are unnecessarily restricting selection for employment or promotion or when they feel the test has poor validity.

B. Counseling

1. Suggest to rejected applicants possible actions to improve their chances of future employment.
2. Provide career counseling to present employees upon request, pointing out promotional opportunities, career ladders used by other employees, and training needs.

C. Appointment

1. Persons making final selection should interview as objectively as possible and notify applicants not appointed of the reason for the decision.
2. Where the staff has an unrepresentative mix of minorities and women, merit factors remaining equal, special attention should be given to this matte when a vacancy is to be filled.

IV. Training

1. Encourage women and minority employees to participate in education and training courses given by Arbor Youth and courses given within the community.
2. Special attention should be given to promoting the selection of minority members and women for in-service training.
3. Organize additional training courses for upgrading the skills of employees.
4. For future evaluation purposes, record the participation rates of women and minorities in training courses and their use of educational leave and educational assistance.
5. Include information regarding the Affirmative Action Plan in all training courses at all levels, especially training sessions for supervisors.
6. Utilize the orientation interview to describe the Plan and career possibilities.

V. Career ladders and Promotion

1. Post promotional opportunities and encourage the widest range of applications.
2. On an individual basis, counsel employees on their probable career ladder.

3. As the need arises, rate employees on their promotional potential and provide career information and training information.
4. Encourage program Coordinators to notify the Executive Director of minority staff members and women who have significant promotional potential so that the Executive Director suggest they apply for vacancies at a higher level.

VI. Evaluation and Reporting

1. Data shall be compiled every six months indicating the number and percentages of employees in each department by designated pay grade levels from various minority groups. A similar report shall be prepared on women.
2. A summary and evaluation of the above data shall be prepared for distribution to the Executive Director, Board of Directors, all program coordinators, and other interested persons.
3. Program Coordinators shall report to the Executive Director or Administrative Coordinator any problems or suggestions on the implementation of the Plan to aid in the evaluation.

VII. Complaints and Appeals

1. Complaints resulting from the administration of this plan shall be submitted to the Executive Director in accordance with the provisions of the Grievance Policy.
2. If the complaint is based on alleged discrimination because of race, color, religion, sex, national origin, or ancestry, the complainant may appeal to Board of Directors, where the complaint is within the jurisdiction of the Board as provided for in Grievance Policy. If the Board finds that there was discrimination, it shall recommend or where so empowered by the policy, it shall order, appropriate corrective action.

EXHIBIT C - Arbor Youth (0-17)

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
PROGRAM STAFF SALARIES TOTALS	**412,233.00**	**110,291.00**	**301,942.00**
2. STAFF FRINGE BENEFITS			
Health, Dental, Vision, Life, Long and Short Term Disability Insurance (19.9% of total pay)	77,359.00	0.00	77,359.00
FICA (7.65% of total pay)	31,535.82	8,192.00	23,343.82
401 match from employer (4.5% avg of total pay, immediate vesting)	4,201.00	0.00	4,201.00
Other personnel costs: includes incentives for health services and attendance (1.5% of total pay)	8,900.00	0.00	8,900.00
Workers Comp (1.2% of total pay)	4,947.00	0.00	4,947.00
SUI (.6% of total pay)	2,473.00	0.00	2,473.00
TOTAL FRINGE BENEFITS (35.35% of total pay)	**129,415.82**	**8,192.00**	**121,223.82**
4. SPACE/FACILITIES			
TOTAL SPACE/FACILTIES	**0.00**	**0.00**	**0.00**
5. OPERATING EXPENSES			
Utilities (Electric, Gas, Water)	10,808.00	0.00	10,808.00
Accounting	5,750.00	0.00	5,750.00
Advertising	2,000.00	0.00	2,000.00
Furniture / Equipment	1,000.00	0.00	1,000.00
House Repairs	4,306.00	0.00	4,306.00
Pest Control	1,434.00	0.00	1,434.00
Security	660.00	0.00	660.00
Telephone / Internet	2,654.00	0.00	2,654.00
Facility Supplies	2,000.00	0.00	2,000.00
Books / Material	125.00	0.00	125.00
Conferences / Training	3,250.00	0.00	3,250.00

Staff Development Fees	1,130.00	1,325.00	2,455.00
Program Supplies	2,450.00	0.00	2,450.00
Youth Development	2,500.00	0.00	2,500.00
Copiers/Equipment Rental	1,000.00	0.00	1,000.00
Computer Repairs/Maintenance	1,000.00	200.00	800.00
Equipment Maint and Repair	500.00	0.00	500.00
Vehicle Repair and Maint.	1,500.00	0.00	1,500.00
Vehicle Fuel	2,500.00	0.00	2,500.00
Office Supplies	1,000.00	0.00	1,000.00
Postage	200.00	0.00	200.00
Background Checks	540.00	0.00	540.00
Membership Dues	1,000.00	0.00	1,000.00
Professional Liability Insurance	12,000.00	0.00	12,000.00
TOTAL OPERATING EXPENSES	**61,307.00**	**1,525.00**	**62,432.00**

7. OTHER

TOTAL OTHER EXPENSES			

PROGRAM TOTAL BUDGET	**602,955.82**	**120,008.00**	**485,597.82**

EXHIBIT C - Arbor Youth (18-24)

	Total For Year		
	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
PROGRAM STAFF SALARIES TOTALS	**309,686.00**	**110,987.00**	**196,199.00**
2. STAFF FRINGE BENEFITS			
Health, Dental, Vision, Life, Long and Short Term Disability Insurance (19.9% of total pay)	11,031.00	11,031.00	0.00
FICA (7.65% of total pay)	23,691.00	8,491.00	15,200.00
401 match from employer (4.5% avg of total pay, immediate vesting)	0.00	0.00	0.00
Other personnel costs: includes incentives for health services and attendance (1.5% of total pay)	3,558.00	3,558.00	0.00
Workers Comp (1.2% of total pay)	4,530.00	4,530.00	0.00
SUI (.6% of total pay)	1,359.00	0.00	1,359.00
TOTAL FRINGE BENEFITS (35.35% of total pay)	**44,169.00**	**27,610.00**	**16,559.00**
4. SPACE/FACILITIES			
TOTAL SPACE/FACILTIES	**0.00**	**0.00**	**0.00**
5. OPERATING EXPENSES			
Utilities (Electric, Gas, Water)	5,225.00	2,612.50	2,612.50
Accounting	3,450.00	0.00	3,450.00
Advertising	500.00	0.00	500.00
Furniture / Equipment	1,000.00	0.00	1,000.00
House Repairs	2,806.00	0.00	2,806.00
Pest Control	2,828.00	2,735.00	93.00
Security	300.00	0.00	300.00
Telephone / Internet	1,327.00	663.50	663.50
Facility Supplies	1,000.00	1,000.00	0.00
Books / Material	0.00	0.00	0.00
Conferences / Training	0.00	0.00	0.00
Staff Development Fees	820.00	0.00	820.00

Program Supplies	0.00	0.00	0.00
Food & Beverage	12,500.00	0.00	12,500.00
Youth Development	0.00	0.00	0.00
Copiers/Equipment Rental	500.00	0.00	500.00
Computer Repairs/Maintenance	0.00	0.00	0.00
Equipment Maint and Repair	500.00	250.00	250.00
Vehicle Repair and Maint.	0.00	0.00	0.00
Vehicle Fuel	0.00	0.00	0.00
Office Supplies	500.00	250.00	250.00
Postage	0.00	0.00	0.00
Background Checks	500.00	0.00	500.00
Membership Dues	0.00	0.00	0.00
Professional Liability Insurance	6,000.00	3,000.00	3,000.00
TOTAL OPERATING EXPENSES	**39,756.00**	**10,511.00**	**29,245.00**

7. OTHER

TOTAL OTHER EXPENSES			

PROGRAM TOTAL BUDGET	**393,611.00**	**149,108.00**	**242,003.00**

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **#25-Emergency Overnight Shelter – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 25, 2024.** All forms and information requested in RFP #25-2024 must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee

was employed prior to the date of the contract.

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the

compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA: Begins on page 20

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

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

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

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

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

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

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

Status **Active** PolicyStat ID **14210004**

Origination	12/2022	Owner	Danita Ross: Vice President of Human Resources
Last Approved	11/2023		
Effective	11/2023	Area	Human Resources
Last Revised	11/2023	References	484.100, 484.105(b), 484.115 + 8 more
Next Review	11/2025		

Equal Opportunity Employer

Purpose

To assure that all persons have equal employment opportunities.

Policy

In accordance with Title VI of the Civil Rights Act of 1964 and its implementing regulation, Bluegrass Care Navigators (BCN) is an EQUAL OPPORTUNITY EMPLOYER and WILL NOT DISCRIMINATE AGAINST RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, SEXUAL ORIENTATION, GENDER, GENDER IDENTITY, OR COMMUNICABLE DISEASE AS DEFINED IN SECTION 504 OF TITLE VI.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulation, BCN WILL NOT, DIRECTLY OR THROUGH CONTRACTUAL OR OTHER ARRANGEMENTS, DISCRIMINATE ON THE BASIS OF HANDICAP.

In accordance with the Age Discrimination Act of 1975 and its implementing regulation, BCN WILL NOT, DIRECTLY OR THROUGH CONTRACTUAL OR OTHER ARRANGEMENTS, DISCRIMINATE ON THE BASIS OF AGE in the provision of services unless age is a factor necessary to the normal operation or the achievement of any statutory objective.

In accordance with the Americans with Disabilities Act of 1992 (42 USC §12101) and its implementing regulations, (private employers with more than 25 of BCN's personnel), BCN WILL NOT, DIRECTLY OR THROUGH CONTRACTUAL OR OTHER ARRANGEMENTS, DISCRIMINATE ON THE BASIS OF DISABILITY. A disability is a physical or mental impairment that substantially limits a major life activity, or for which there is a record of impairment or which causes the individual to be regarded as impaired.

In accordance with the Kentucky Pregnant Workers Act of 2019 (KRS 344.030 to 344.110) and its implementing regulation, BCN WILL NOT, DIRECTLY OR THROUGH CONTRACTUAL OR OTHER ARRANGEMENTS, DISCRIMINATE ON THE BASIS OF PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS.

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	11/2023
Owner	Danita Ross: Vice President of Human Resources	11/2023
Accreditation Checker	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	10/2023
Policy Writer	Jason Aycock: Director of Human Resources	10/2023
Initiator	Angela Sparrow: Human Resources Generalist	08/2023

References

484.100, 484.105(b), 484.115, 484.75(b), BHHC, HH4-2I.01, HR.01.02.01, HRM.3.I, LD.01.04.01, LD.04.01.01, LG.3.I

Status **Active** PolicyStat ID **14138790**

Origination	03/2023	Owner	Danita Ross: Vice President of Human Resources
Last Approved	10/2023		
Effective	10/2023	Area	Human Resources
Last Revised	10/2023		
Next Review	10/2025	References	484.100, 484.105(b), 484.75(b) + 5 more

Selection/Hiring of Team Members

Purpose

To specify the criteria for the selection of Bluegrass Care Navigators (BCN) team members.

Policy

- BCN will use a consistent process for the selection of all team members.
- All persons are entitled to Equal Employment Opportunity regardless of age, ethnicity, gender, disability, race, sexual orientation, gender identity, religion, national origin, political affiliation, socioeconomic and family status, geographic region, or any other type of discrimination against a protected group.
- Every effort will be made to employ the most qualified individuals without regard to the above factors.
- BCN will provide promotion and advancement opportunities in a non-discriminatory fashion.
- BCN does not and will not permit team members to engage in unlawful practices or sexual harassment involving patients/participants/families/caregivers or their co-workers.

Procedure

Selection and Screening

1. Vice Presidents, AVPs, and Directors who need to fill a vacant position or want to add a new position should submit a Job Request Form in SharePoint to Human Resources (HR). All requests will be reviewed, but those for new job positions will be reviewed by HR and

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submitted to the appropriate Senior Leader for approval. Requests for new positions will be submitted to the President/CEO for final approval before posting.

2. BCN may try to fill job openings above entry-level by promoting from within if qualified internal applicants are known to be available. In addition, BCN may give consideration to any known qualified individual who is on layoff status before recruiting applicants from outside.
3. For candidates from within BCN who are interested in being considered for job openings, HR will post the openings in accordance with job posting procedures. Current team member candidates will be considered and processed as outlined in the Transfer Policy.
4. For candidates from outside BCN who are interested in being considered for job openings, HR will be responsible for recruiting the candidates and will use the recruitment methods and sources it considers appropriate.
5. During the recruitment, hiring, and onboarding process, no statement should be made promising permanent or guaranteed employment.
6. HR may screen prospective personnel by phone before an interview is set to assure that the candidate has valid licensure/registration or certification, if applicable, and at least one year experience or as delineated in the job description.

Hiring

1. An individual seeking employment will complete an application, including information about education, work experience, and job history. HR will review the application, conduct a phone scree (if minimum qualifications are met), and submit to the Hiring Managers for review.
2. The Hiring Manager(s) and/or the appropriate VP/AVP has the responsibility to determine if a candidate is qualified for the position and if the candidate is compatible with the work environment. The Hiring Manager(s) makes a recommendation to HR for hiring.
3. Following a decision to hire the applicant, HR will check employment references and the OIG exclusion list on the HHS OIG website.
4. Education will be verified, as appropriate, through visualization and copying of certificates, diplomas or transcripts, or by institution contact.
5. All professional licensed/registered/certified staff will be verified through the primary source verification of the issuing Board and/or verbally when applicable. Additionally, all licensing boards will be assessed for any disciplinary actions.
6. Other information obtained during the application process will include, but will not be limited to, social security number, birth certificate information, driver's license, and vehicle insurance declaration.
7. The current physical, TB test/chest X-Ray, and criminal record check (including the Motor Vehicle Record, if applicable) should be received prior to beginning employment. Offers of employment may be contingent if checks are unavailable prior to the scheduled starting date.
8. Based on the selection process and criteria, a candidate meeting all requirements will be offered a position within BCN.
9. All new personnel (clinical and non-clinical) must attend an onboarding program.
10. Depending on the personnel classification, a specific orientation program will be conducted

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which addresses the job responsibilities and further reviews of BCN policies.

Letter of Hire

When a hiring decision has been made, a verbal offer will be made by HR to the prospective team member. Once the verbal offer has been accepted, an electronic offer letter that states the specific position, starting date, beginning salary and the offer of employment will be emailed to the prospective team member by HR.

Medical Examinations

Applicants to whom a conditional offer of employment has been extended may be required to submit to medical tests or examinations to establish both their fitness to perform the job for which they have applied and their fitness to do so without endangering the health and safety of themselves and others.

Required medical examinations will be paid for by BCN and must be performed by a physician or licensed medical facility designated or approved by BCN. Such examinations are the property of BCN and are treated as confidential.

Criminal Record Checks

BCN will conduct background checks in compliance with the federal Fair Credit Reporting Act (FCRA), the Americans with Disabilities Act (ADA), and all other applicable local, state, and federal laws and regulations. Applicants to whom a conditional offer of employment has been extended are required to submit to a criminal convictions check (including a motor vehicle check, if applicable). Criminal background checks are obtained upon hire for the states the individual has lived in or worked in during the previous three years. Record checks will be conducted annually for all staff. Information from these checks is the property of BCN and is treated as confidential. Applicants and team members may request and receive a copy of requested "investigative consumer reports."

A reported criminal offense conviction will not necessarily disqualify a candidate from employment. The nature and seriousness of the offense, the date of the offense, the surrounding circumstances, rehabilitation, the relevance of the offense to the specific position(s), and whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business may be considered before a final decision is reached. BCN will follow FCRA requirements, other applicable statutes, and BCN procedures for providing information and reports, making decisions, and responding to applicants and team members regarding potentially adverse actions to an investigative report.

BCN reserves the right to withdraw any offer of employment or consideration for employment, or discharge an team member, upon finding falsification, misrepresentation, or omission of fact on an employment application, resume, or other attachments, as well as in verbal statements, regardless of when it is discovered.

Background check reports shall be maintained in separate, confidential files and retained in accordance with BCN's document retention procedures

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Reference Link:

Equal Employment Opportunity

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	10/2023
Owner	Danita Ross: Vice President of Human Resources	10/2023
Accreditation Checker	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	09/2023
Policy Writer	Sabrina Partin: Human Resources Benefits Program Manager	09/2023
Initiator	Tina Godby: Team Member Experience Coordinator	09/2023

References

484.100, 484.105(b), 484.75(b), BHHC, HH4-2I.01, HRM.3.I, LD.01.04.01, LG.3.I

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AFFIDAVIT

Comes the Affiant, Elizabeth D. Fowler, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Elizabeth D. Fowler and he/she is the individual submitting the proposal or is the authorized representative of Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Elizabeth A. Fowler
_____

STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

Elizabeth J. Fowler
Signature

Hospice of the Bluegrass, INC.
dba Bluegrass Care Navigators
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	464	43	405	1	1	0	8	0	0	0	0	0	1	0	5	44	420
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	66	10	52	0	0	2	1	0	0	0	0	0	0	0	1	12	54
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	18	2	16	0	0	0	0	0	0	0	0	0	0	0	0	2	16
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	82	3	74	0	1	1	3	0	0	0	0	0	0	0	0	4	78
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	167	25	123	0	0	2	12	0	0	1	2	0	1	0	1	28	139
Total:	797	83	670	1	2	5	24	0	0	1	2	0	2	0	7	90	707

Prepared by: Hannah Lawtenburger, HR Recruiting Specialist **Date:** 04 / 17 / 2024

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

Complete Address: 1733 Harrodsburg Rd. Lexington 40504
Street City Zip

Contact Name: Laura Klumb Title: Vice President of Philanthropy + Marketing

Telephone Number: 859-816-1805 Fax Number: N/A

Email address: lklumb@bgcarenav.org

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Elizabeth D. Fowler
Signature

4/19/24
Date

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: #25-2024

Date: April 25, 2024

Subject: Emergency Shelter – ESR

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:
Please be advised of the following clarifications to the above referenced RFP:

1. Posting of Excel ESR Budget Template. This template should be filled out and uploaded with your submittal package.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

ADDRESS: 1733 Harrodsburg Road Lexington, KY 40504

SIGNATURE OF BIDDER: _____

LFUCG 2022 ESR Overnight Emergency Shelter – RFP #25-2024
Project Cover Sheet – Bluegrass Care Navigators Medical Respite Program

Organization or Lead Applicant Name:
Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

Authorized Representative:
Elizabeth D. Fowler, President/CEO

Organization or Lead Applicant Address:
1733 Harrodsburg Road, Lexington KY 40504

Phone Number:
859-296-6810

E-mail:
lfowler@bgcarenav.org

Title of proposed project:
Medical Respite Emergency Shelter

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

Some patients in our community do not have a home to return to when they are discharged from a hospital. Bluegrass Care Navigators' Medical Respite program provides medical respite for patients experiencing homelessness by utilizing motel/hotel rooms in the community, a model that we have used for several years in Lexington and has also been successfully implemented in many cities in the nation. This model is relatively low cost, easy to implement, requires no licensure or other regulatory conditions, allows families to stay together, and is effective in protecting the patient from infections from other patients. It also helps divert patients under treatment for serious medical conditions from shelters that may not have the necessary training, expertise, and resources to provide the full complement of services needed.

Based on the number of patients we are currently serving through Medical Respite, we project that this program will provide care for a total of 180 patients experiencing homelessness in FY2024. These patients will be served in partnership with the University of Kentucky HealthCare, Baptist Health Lexington, Saint Joseph Hospital, Lexington-Fayette County Health Department, HealthFirst Bluegrass, and other healthcare entities.

Medical Respite

Medical Respite Referral/Admission Process

1. Referral is received from healthcare agency or homeless service provider and are accepted 24/7.
2. Referral is reviewed by medical respite team supervisor and/or designee to determine eligibility, including review of relevant medical records, if applicable.
3. Referrals are reviewed on a case-by-case basis to determine eligibility, which includes:
    a. Review of patient's ability to maintain themselves independently in hotel setting (or with established caregiver assistance, when applicable),
    b. Review of current living situation to confirm patient is currently experiencing homelessness,
    c. Review of current condition/healthcare needs,
    d. Anticipated length of stay, and
    e. Anticipated discharge disposition.
4. Verbal review of medical respite services takes place with potential patient and, when applicable, their caregiver to ensure understanding and agreement with hotel and program guidelines. Written copy of Program Overview letter is also provided to patient at time of referral and/or admission to program, and includes:
    a. Medical respite is a temporary, supportive service to help facilitate recuperation.
    b. General hotel guidelines, including smoking policy, check in/check out times, respect of hotel property.
    c. No unauthorized visitors or pets, no illicit substance use
    d. Coordination for basic needs, including medications, food, transportation.
    e. COVID-related isolation guidelines, when applicable.
    f. Plan for discharge from medical respite.
    g. BCN 24/7 contact number for questions, concerns, and/or program feedback.
    h. Failure to follow hotel and program guidelines will result in immediate dismissal from the medical respite program.
5. Referral source and patient are notified of eligibility & anticipated length of stay, if eligible.
6. If ineligible, additional resource information may be provided by medical respite team, as applicable.
7. Coordination takes place between medical respite team, referring agency, patient, and others involved in their care, as applicable to plan for admission, including:
    a. Hotel reservation and communication of check-in process to patient and/or referring agency,
    b. Provision for basic needs, including food and transportation, including assessment of food preferences/dietary restrictions, and
    c. Ongoing care coordination for healthcare needs and assistance with resource navigation and supportive services.
8. Following arrival to hotel, patient and/or caregiver is contacted to ensure immediate needs are met and plan is implemented for ongoing support and care coordination, which may include:
    a. Nurse and/or social work visits for assessment and care coordination,

b. Communication/collaboration with other healthcare and social service providers involved in patient's care,
c. Ongoing telephonic support,
d. Connection to additional housing, healthcare, or social service resources and assistance with resource navigation, as applicable.

BLUEGRASS care navigators

Expert. Connected. Care.

Bluegrass Transitional Care
Hotel Medical Respite Program
877-439-0262

To Hotel Medical Respite Recipient:

A temporary medical respite stay is being provided for you at the following hotel to provide a place for you to rest and recover:

Hotel: _____ Room: _____

Your room is a: __ Smoking Room __ Non-smoking Room

Hotel check-in time is 3 pm, unless otherwise specified, and check-out time will be before 11 am.

Your plans for discharge from the respite stay are:

_____

By participating in the hotel medical respite program, you are agreeing to the following hotel and program guidelines:

- No smoking in the hotel room unless your room is a designated smoking room.
- No unauthorized visitors.
- No illicit substance use.
- No pets.
- Respect hotel property and keep your hotel room clean. Routine room checks will be conducted.
- Bring needed items (medications, clothing, and personal care products) with you.
- Comply with routine check-ins by medical respite staff.

If you are being provided a respite stay for COVID-related isolation, the additional program guidelines apply:

- You agree to quarantine in your hotel room during your medical respite stay.
- You will obtain the key from the hotel clerk via the outside lobby window.
- Wear a mask when you arrive at the hotel (and until you are inside your room).
- Upon checking in, go straight to your room.
- You will place all trash in a tied bag just outside your door for pickup.

Failure to follow hotel and program guidelines will result in immediate dismissal from the medical respite program.

The team will help connect you with resources for food, transportation, healthcare, and other needed services.

The medical respite staff will follow up with you during the respite stay.

For questions/concerns during business hours, contact:
Bluegrass Transitional Care at **877-439-0262** to speak to a Medical Respite Program team member. For urgent needs after hours, the above number may be contacted.
For medical emergencies, contact 911.

The Medical Respite Program is funded in part with grants from the Lexington Fayette Urban County Government, private foundations, Lexington-Fayette County Health Department, and the Emergency Shelter and Food Program. We are pleased to provide this needed service for the Lexington community.

Status Active PolicyStat ID 14058835

Origination	07/2022	Owner	Elizabeth Fowler: President/CEO
Last Approved	09/2023	Area	Governance-Leadership
Effective	09/2023	References	484.105, BHHC, HH1-2A + 3 more
Last Revised	09/2023		
Next Review	09/2024		

Mission, Vision, and Values

Purpose

To define the mission, vision, and values of Bluegrass Care Navigators (BCN).

Policy

The policy is to guide Bluegrass Care Navigators (BCN) team members, partners, contractors, and subcontractors in daily activities, and provide a sense of direction, purpose, and achievement for the long term.

Definitions

- **Mission** – An organization's public purpose, its products and/or services, its priorities, and beneficiaries (customers); the unique purpose of an organization, the fundamental reason it was created, and what it is supposed to do in order to contribute to its vision; why the organization was created.
- **Vision** – What and where an organization believes it will be within a stated time period (e.g., five or more years from now). An effective vision ensures focus and direction, providing everyone with a common mental picture of the company's future state – a word picture of what and where the organization wants or intends to be.
- **Values** - The heart of culture. Values state what is important to you as an individual and to your culture; what you stand for. Values reflect who you are, which in turn affects what you do and how you do it, which is culture.

Mission

Providing patient-centered care to the seriously ill and their families with excellence and compassion;

engaging in community partnerships, education and counseling; offering opportunities to team members, volunteers and donors to enrich lives through their gifts.

Vision

Be the leader in delivering comforting care at the right time to the seriously ill.

Values

- Compassion
- Excellence
- Teamwork
- Respect & Dignity
- Diversity
- Integrity
- Innovation
- Sustainability

COPY



References

https://www.shrm.org/resourcesandtools/hr-topics/behavioral-competencies/global-and-cultural-effectiveness/pages/organizational-values.aspx

https://courses.lumenlearning.com/wm-principlesofmanagement/chapter/reading-mission-vision-and-values/

https://www.gsb.stanford.edu/alumni/volunteering/act/service-areas/mission-vision-values-facilitation

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	09/2023
Owner	Elizabeth Fowler: President/ CEO	09/2023
Accreditation Checker	Joanne Luke: Director of Quality and Patient Safety Officer	08/2023
Policy Writer	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	08/2023
Initiator	Sharlene Allnutt: Executive Assistant	07/2023

References

484.105, BHHC, HH1-2A, LD.02.01.01, LD.03.01.01, LG.8.I

Status **Active** PolicyStat ID **14418597**

Origination	03/2023	Owner	Stephanie Greene: Chief Operating Officer Clinical Services
Last Approved	12/2023		
Effective	12/2023	Area	Rights and Responsibilities
Last Revised	12/2023		
Next Review	12/2024	References	LD.04.01.01, RI.01.07.01

Non-Discrimination Policy and Grievance Process

Purpose

To prevent Bluegrass Care Navigators' (BCN) team members from discriminating against patients or clients on the basis of race, color, religion, sex, sexual orientation, handicap, or place of national origin.

Policy

In accordance with Title VI of the Civil Rights Act of 1964, and its implementing regulation, BCN will directly, or through contractual, or other arrangement, admit and treat all persons without regard to race, color, religion, sex, sexual orientation, gender expression or identity, disability, national origin in its provision of services and benefits, including assignments, or transfers within facilities.

In accordance with Section 504 of the Rehabilitation Act of 1973, and its implementing regulations, BCN will not, directly, or through contractual, or other arrangements, discriminate on the basis of disability (mental or physical) in admissions, access, treatment, or employment. The Vice President of Human Resources, or designee has been designated as the coordinator for implementation of this policy.

In accordance with the Age Discrimination Act of 1975, and its implementing regulation, BCN will not, directly or through contractual or other arrangements, discriminate on the basis of age in the provision of services, unless age is a factor necessary to the normal operation, or the achievement of any statutory objective.

In accordance with Title II of the American with Disabilities Act of 1990, BCN will not, on the basis of disability, exclude, or deny a qualified individual with a disability from participation, or benefits of, the services, programs, or activities of the hospice.

It is the policy of BCN to admit and/or provide treatment to patients and clients without regard to race, color, national origin, disability, or age. Patients or clients known to be infected with the Human

Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) will be cared for with respect and dignity, and will not be discriminated against in any way. Protection of privacy and confidentiality is stressed. These patients or clients do not require any isolation or precautions other than those included under Universal Precautions. BCN team member(s) will adhere strictly to Centers for Disease Control and Prevention (CDC) recommended Universal Precautions.

Universal Precautions guidelines are posted throughout the facility, and an in-service will be conducted annually, with mandatory attendance required. Information will also be included in all new team member onboarding.

Procedure

1. The Section 504/ADA Coordinator designed to coordinate the efforts of BCN to comply with the regulations will be the Vice President of Human Resources, or designee.
2. BCN will identify an organization, or person in their service area who can translate for persons with limited English proficiency, and who can disseminate information to sensory impaired persons. These contacts will be listed and kept in the policy manual.
3. The following statement will be printed on brochures and other public materials: "Patient services are provided without regard to race, color, creed, age, sex, disability (mental or physical), communicable disease, place of national origin, sexual orientation, gender expression, or identity."
4. Any person who believes she or he has been subjected to discrimination, or who believes he or she has witnessed discrimination on the basis of handicap, in contradiction of the policy stated above, may file a grievance under this procedure. It is against the law for BCN to retaliate against anyone who files a grievance, or cooperates in the investigation of a grievance.
5. Grievances must be submitted to the Vice President of Human Resources, or designee within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
6. A complaint may be filed in writing, or verbally, containing the name and address of the person filing it ("The Grievant").The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by The Grievant.
7. The Section 504 Coordinator, or designee will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.
8. The Section 504 Coordinator, or designee will issue a written decision on the grievance no later than thirty (30) days after its filing.
9. The Grievant may appeal the decision of the Section 504 Coordinator, or designee by filing an appeal in writing to BCN within fifteen (15) days of receiving the Section 504 Coordinator, or designees decision.
10. BCN will issue a written decision in response to the appeal no later than thirty (30) days after its filing.
11. The Section 504 Coordinator, or designee will maintain the files and records of BCN relating to

such grievances.

12. The availability and use of this grievance procedure does not preclude a person from filing a complaint of discrimination on the basis of handicap with the regional office for Civil Rights of the U.S. Department of Health and Human Services.
13. All BCN team members will be informed of this process during their on-boarding process.
14. BCN will make appropriate arrangements to assure that disabled persons can participate in, or make use of this grievance process on the same basis as the non-disabled. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator, or designee will be responsible for providing such arrangements.

Locations

All Bluegrass Care Navigator locations, including:

Bluegrass Hospice Care

Bluegrass Grief Care

Bluegrass Adult Day Health Care

Bluegrass Palliative Care

Bluegrass Extra Care

Bluegrass Home Primary Care

Bluegrass Transitional Care

Bluegrass PACE Care

Bluegrass Home Health Care

Positions

Bluegrass Hospice Care team members

Bluegrass Grief Care team members

Bluegrass Adult Day Health Care team members

Bluegrass Palliative Care team members

Bluegrass Extra Care team members

Bluegrass Home Primary Care team members

Bluegrass Transitional Care team members

Bluegrass PACE Care team members

Bluegrass Home Health Care team members

Administrative support team members of all BCN departments

References

Title VI of the Civil Rights Act of 1964

Section 504

Age Discrimination Act of 1975:

Title II of the Americans with Disabilities Act

Addendum Below

Addendum 1.13 L

Section 504 Grievance Procedure

Grievance Procedure

It is the policy of Bluegrass Care Navigators (BCN) not to discriminate on the basis of handicap.

BCN has adopted an internal grievance procedure providing for prompt, and equitable resolution of complaint alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or the U.S. Department of Health and Human Services regulations implementing this act. Section 504 states, in part, that "no otherwise qualified, handicapped individual will, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The law and regulations may be examined in the office of BCN's Human Resources Vice President, or designee, who has been designated to coordinate the efforts of Bluegrass Hospice Care to comply with Section 504.

1. Any person who believes she, or he has been subjected to discrimination on the basis of handicap, in contradiction of the policy stated above, may file a grievance under this procedure. It is against the law for BCN to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
2. Grievances must be submitted to Vice President of Human Resources, or designee, Bluegrass Care Navigators, 1733 Harrodsburg Road, Lexington KY 40504, (859) 276-5344 within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
3. A complaint may be filed in writing, or verbally, containing the name and address of the person filing it ("The Grievant").The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by The Grievant.
4. The Vice President of Human Resources, or designee will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.

The Human Resources Vice President, or designee will maintain the files and records of BCN relating to such grievances.

5. The Vice President of Human Resources, or designee will issue a written decision on the grievance no later than thirty (30) days after its filing.
6. The Grievant may appeal the decision of the Human Resources Vice President, or designee by filing an appeal in writing to the President/Chief Executive Officer (CEO), Bluegrass Care Navigators, 1733 Harrodsburg Road, Lexington KY 40504, within fifteen (15) days of receiving the Director of Human Resources, or designees decision. This is the final level of appeal.
7. The President/CEO, or designee will issue a written decision in response to the appeal no later than thirty (30) days after its filing.
8. The availability and use of this grievance procedure do not preclude a person from filing a complaint of discrimination on the basis of handicap with the local Department of Health and Human Services (HHS) office for Civil Rights.
9. BCN will make appropriate arrangements to assure that disabled persons can participate in, or make use of this grievance process on the same basis as the non-disabled. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings.

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	12/2023
Owner	Stephanie Greene: Chief Operating Officer Clinical Services	11/2023
Accreditation Checker	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	10/2023
Policy Writer	David Carper: Counseling Resource Officer	10/2023
Initiator	Sharlene Allnutt: Executive Assistant	10/2023

Status **Active** PolicyStat ID **13202830**

Origination	06/2022	Owner	Monica Couch: Vice President And Chief Hospice Officer
Last Approved	06/2022		
Effective	06/2022	Area	Hospice Care
Last Revised	06/2022	References	LD.04.01.01, PC.01.01.01
Next Review	12/2024		

Non-Discrimination of Patient Needs

Purpose

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

Policy

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

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

Procedure

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

Approval Signatures

Step Description	Approver	Date

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Status Active PolicyStat ID 14418210

Origination	03/2023	Owner	Stephanie Greene: Chief Operating Officer Clinical Services
Last Approved	11/2023		
Effective	11/2023	Area	Rights and Responsibilities
Last Revised	11/2023	References	484.50(e), 489.102, BHHC + 5 more
Next Review	12/2024		

Complaint or Grievance Process

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Purpose

To set forth guidelines for the resolution of patient, family, and client concerns, dissatisfaction, and/or grievances.

Goals

Patients, families, and clients of Bluegrass Care Navigators (BCN) will be informed of the organization's complaints resolution process that investigates and, when possible, resolves complaints from the patient, family, or client.

Definitions

Complaint: Written or verbal communication to BCN's team member(s) by a patient, patient representative, or client; regarding the patient's/client's care, or non-care issues that can be resolved promptly by the team members present. (i.e., food is cold, room needs cleaning).

Grievance: An expression of dissatisfaction (other than a BCN determination) with any aspect of the operations, activities, or behavior of a plan/provider, regardless of whether remedial action is requested. (i.e., problems getting an appointment, disrespectful or rude behavior by team members).

Policy

BCN will attempt to resolve all differences of opinion, dispute, or controversy between a patient/family/caregiver/client, or patient representative, and the agency. Patients and families also can report

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allegations of illegal, or unethical conduct that may occur within the organization. To facilitate the reporting of concerns, patients are given management contact information, availability of a Corporate Compliance telephone "hotline," State authorities, and Joint Commission contact numbers at the time of admission. Bluegrass PACE Care, Bluegrass Adult Day Health, and Bluegrass Home Health Care will follow specific policies for complaints and grievances as required per their regulatory requirements.

Procedure

Guidelines for patient care complaints not involving unethical conduct

- BCN team member(s) receiving a patient, family, or client concern will consult with their supervisor, and attempt to resolve the conflict at the team level to the patient, family, or client's satisfaction. If the issue is not resolved, the supervisor can consult with Senior Managers to attempt resolution.
- Complaints/grievances can be reported via the hotline phone number, or by email to a Supervisor, Director, Executive Director or member of senior leadership, or designees.
- The Quality and Compliance Committee will review patient complaint trends, and will utilize performance improvement processes to address agency trends
- If Senior Leadership cannot resolve a concern the President/Chief Executive Officer (CEO), or designee will be informed, and will investigate the issue in an attempt to resolve the difference. The patient, family, or client is notified that action has been taken.

Procedure for reporting allegations of illegal or unethical conduct

- BCN team member(s) that receive allegations of illegal, or unethical conduct involving patient/client mistreatment, neglect, or verbal, mental, sexual and physical abuse, including injuries of unknown source, and/or misappropriation of patient property by anyone furnishing services on behalf of BCN will report the allegation immediately to the Compliance Officer, or delegate.
- The Compliance Officer, or designee will investigate the allegation by conducting an internal investigation.
- The Compliance Officer, or designee will take action to prevent further violations while the investigation is being conducted.
- If the allegation is verified, violations will be reported in accordance with State law, and to any local bodies having jurisdiction. The report will occur within five (5) working days of becoming aware of the violation.

Locations

Bluegrass Care Navigator locations, including:

- Bluegrass Hospice Care
- Bluegrass Home Health Care
- Bluegrass Grief Care
- Bluegrass Palliative Care
- Bluegrass Extra Care

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- Bluegrass Home Primary Care
- Bluegrass Transitional Care

Positions

Bluegrass Hospice Care team members

Bluegrass Home Health Care team members

Bluegrass Grief Care team members

Bluegrass Palliative Care team members

Bluegrass Extra Care team members

Bluegrass Home Primary Care team members

Bluegrass Transitional Care team members

Administrative support team members of all BCN departments

References

Contact telephone numbers:

Corporate Compliance Hotline (English) - 866-360-0003

(Spanish) - 800-216-1288

Fax: 215-689-3885

Email reports@lighthouse-services.com

Website

Office of Inspector General (OIG) 800-447-847

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	11/2023
Owner	Stephanie Greene: Chief Operating Officer Clinical Services	11/2023

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Accreditation Checker	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	11/2023
Policy Writer	David Carper: Counseling Resource Officer	10/2023
Initiator	Sharlene Allnutt: Executive Assistant	10/2023

References

484.50(e), 489.102, BHHC, HH2-4A, HH2-4B, PCC.8.I.M1, PCC.9.I.M1, RI.01.07.01

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Status Active PolicyStat ID 14418533

Origination	03/2023
Last Approved	12/2023
Effective	12/2023
Last Revised	12/2023
Next Review	12/2024
Owner	Stephanie Greene: Chief Operating Officer Clinical Services
Area	Rights and Responsibilities
References	484.100, 484.50(f), APC.8.I.M1 + 8 more

Facilitating Communication

Purpose

To assure those patients, clients, families, or caregivers with speech and/or hearing impairments, as well as those who have a limited command of the English language, have access to appropriate interpretive assistance to benefit from the services of Bluegrass Care Navigators (BCN). This is in compliance with Section 504 of the 1973 Rehabilitation Act.

Goals

To facilitate effective communication where information provided is complete, accurate, timely, unambiguous, and understood by the patient, client, family, and caregiver.

Definitions

Hearing Impaired - A hearing impaired individual has difficulty hearing and/or discriminating oral conversation, either in a face-to-face situation, or over the telephone. An individual with this impairment may require a hearing aid, telephone amplifier, Telecommunication Device for the Deaf (TDD), or sign language interpreter.

Communicatively Impaired - A communicatively impaired individual has expressive or receptive language deficits that may be present after an illness or injury. This may include individuals with voice disorders, laryngectomy, glossectomy, or cognitive disorders.

Limited English Proficiency (LEP) - A person with Limited English Proficiency is one whose command of the English language is not sufficient to promote meaningful interaction.

Telecommunication Device for the Deaf - A TDD is a small, typewriter-style instrument that allows a person to make, or receive a telephone call directly without using another person to interpret. The TDD relay number is 711.

Language Line - An interpreter service available via telephone is to be used when a certified medical interpreter in the required language is not available.

Policy

BCN does not discriminate because of language or sensory impediments. BCN team members will treat all patients, clients, families, and caregivers with respect and dignity, and will use forms of communication appropriate to meet their needs.

BCN will consistently and clearly communicate with patients, clients, families, and caregivers in a language, or form they can reasonably understand. BCN will facilitate communication by using special devices, interpreters, or other communication aides as appropriate.

Procedure

1. The initial assessment will determine the communication ability of the patient, client, family, and caregivers. If there is any question regarding the ability to communicate properly, a plan will be developed by the Interdisciplinary Team (IDT) to meet those communication needs.
2. All patient, client, family, and caregiver related forms, such as Consent for Services, Patient Rights and Responsibilities, Complaint/Grievance Process, and Advance Directives will be available in English, and other languages, as appropriate. If there is a need to translate these forms to another language, an interpreter will be secured. The patient, client, family, and caregiver will sign an English language version for the medical record and for billing purposes.
3. Bluegrass Care Navigators will secure an interpreter to translate all BCN policies, forms, and procedures relevant to the care of the patient/client.
4. For visually impaired patients/clients/families/caregivers:
    a. The admitting clinician will read aloud all documents normally provided to the patient, client, family, and caregiver, and ascertain that it was heard, and understood what was read. The admitting clinician will document this in the Electronic Medical Record (EMR).
    b. The admitting clinician will make available any large print patient/client information that may be available, and applicable to the disease process, (i.e., colostomy, diabetic care, heart disease).
5. For hearing impaired patients/clients:
    a. The admitting clinician will ascertain the preferred method of communication, (i.e., paper and pencil, lip reading, or sign language).
    b. If the preferred method is sign language, the admitting clinician or case manager, or designee will collaborate with BCN's Contract Coordinator, or designee for assistance in identifying, and contracting with a medically qualified sign language interpreter, and establish a plan for ongoing communications.

c. Obtaining the use of a TDD:

i. Hearing or communicatively impaired patients, clients, families, and caregivers who have access to a TDD instrument, can call the Relay Service, which enables them to communicate with BCN team members.

ii. In the event it becomes necessary for BCN team member(s) to initiate telephone communication with a patient, client, family, and/or caregiver who is hearing or communicatively impaired, Relay Service can be utilized.

iii. Direct Access to a TDD instrument will be available.

6. For patients, clients, or caregivers who requires an interpreter/translator:

a. Contact BCN's Contract Coordinator, or designee for a list of contract sign language interpreters

b. Utilize the Language Line for patients, clients, families, and caregivers speaking languages other than English. (See Access to an Interpreter Quick Reference Guide). Hospice Care Centers may also utilize the Language Line iPad for language interpretation or sign language assistance.

c. In the event a patients, client, family member, and/or caregiver requiring assistance with communication declines use of the language line, or other professional interpreter, clinicians should document the declination in the Electronic Medical Record (EMR), as well as the individual who will be providing those services on behalf of the individual. Other patients/clients may not be used to interpret

d. The IDT will plan with the patient, client, family, and caregiver on how to contact BCN team member(s) after normal business hours. The patient, client, family and/or caregiver should be given the number for the after hour service to use. They should be instructed to give the patient/client's name, the caller's name, and the return phone number. The team member(s) will have the Clinical Supervisor. or delegate notify the answering service of the patient/client's name, the office they are receiving services in and primary number listed for the patient/client in the medical record. This will assist the answering service in recognizing the patient needing special assistance.

Forms or Links

Final rule of ACA Summary

Locations

All Bluegrass Care Navigator locations

Approval Signatures

Step Description	Approver	Date

Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	12/2023
Owner	Stephanie Greene: Chief Operating Officer Clinical Services	11/2023
Accreditation Checker	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	10/2023
Policy Writer	David Carper: Counseling Resource Officer	10/2023
Initiator	Sharlene Allnutt: Executive Assistant	10/2023

References

484.100, 484.50(f), APC.8.I.M1, BHHC, HH2-8A, LD.03.04.01, LD.04.01.01, LD.04.03.01, PC.02.02.01, RC.02.01.01, RI.01.01.03

COPY

I Speak...

Language Identification Guide

A

Amharic
አኒ የምናገረው አማርኛ ነው::

Arabic
انا اتكلم العربية

Armenian
Ես խոսում եմ հայերեն

B

Bengali
আমি বাংলা বলতে পারি

Bosnian
Ja govorim bosanski

Bulgarian
Аз говоря български

Burmese
ကျွန်တော်/ကျွန်မ မြန်မာ လို ပြောတတ် ပါတယ်။

C

Cambodian
ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese
我講廣東話 (Traditional)

我讲广东话 (Simplified)

Catalan
I parlo català

Croatian
Govorim hrvatski

Czech
Mluvím česky

D

Danish
Jeg taler dansk

Dari
من دری حرف می زنم

Dutch
Ik spreek het Nederlands

E

Estonian
Ma räägin eesti keelt

F

Finnish
Puhun suomea

French
Je parle français

G

German
Ich spreche Deutsch

Greek
Μιλώ τα ελληνικά

Gujarati
હું ગુજરાતી બોલુ છુ

H

Haitian Creole
M pale kreyòl ayisyen

Hebrew
אני מדבר עברית

Hindi
मैं हिंदी बोलता हूँ ।

Hmong
Kuv hais lus Hmoob

Hungarian
Beszélek magyarul

I

Icelandic
Ég tala íslensku

Indonesian
Saya berbicara bahasa Indonesia

Ilocano
Agsaonak ti Ilocano

Italian
Parlo italiano

J

Japanese
私は日本語を話す

K

Korean
한국어 합니다

Kurdish
min azanim Ba Kurdi Qsa bkam

Kurmanci
as zanim eb kurmanji baxvim

L

Laotian
ຂອຍປາກພາສາລາວ

Latvian
Es runāju latviski

Lithuanian
Aš kalbu lietuviškai

M

Mandarin
我講國語 (Traditional)

我讲国语/普通话 (Simplified)

Mongolian
би монгол хэл ярьдаг

N

Norwegian
Jeg snakker norsk

P

Persian
من فارسی صحبت می کنم.

Polish
Mówię po polsku

Portuguese
Eu falo português do Brasil
(for Brazil)

Eu falo português de Portugal
(for Portugal)

Punjabi
ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ ਹਾਂ।

R

Romanian
Vorbesc românește

Russian
Я говорю по-русски

S

Serbian
Ја говорим српски

Sign Language (American)



Slovak
Hovori slovenská

Slovenian
Govorim slovensko

Somali
Waxaan ku hadlaa af-Soomaali

Spanish
Yo hablo español

Swahili
Ninaongea Kiswahili

Swedish
Jag talar svenska

T

Tagalog
Marunong akong mag-Tagalog

Tamil
நான் தமிழ் பேசுகிறேன்

Thai
พูดภาษาไทย

Turkish
Türkçe konuşurum

U

Ukrainian
Я розмовляю українською мовою

Urdu
میں اردو بولتا ہوں

V

Vietnamese
Tôi nói tiếng Việt

W

Welsh
Dwi'n siarad Cymraeg

X

Xhosa
Ndithetha isiXhosa

Y

Yiddish
איך רעד יידיש

Yoruba
Mo ńsọ Yorùbá

Z

Zulu
Ngiyasikhuluma isiZulu

Human trafficking is a form of modern-day slavery and involves the use of force, fraud, or coercion to exploit men, women or children and subject them into some type of labor or commercial sex act. Any minor exploited for commercial sex is a victim of human trafficking, even if not induced by force, fraud, or coercion.

Trafficking victims can be any age, race, gender, or nationality. Victims can find themselves in a foreign country and may not speak the language.

Report human trafficking to the U.S. Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) Tip line at 1-866-347-2423 or online at www.ice.gov/tips. The HSI Tip line is available 24/7 with language capability in over 300 languages and dialects. If calling from outside the United States, please call the non-toll free worldwide number of 802-872-6199."

To get help from the National Human Trafficking Resource Center (NHTRC) call 1-888-373-7888 or text HELP or INFO to BeFree (233733). The NHTRC is a national, toll-free hotline available to answer calls from anywhere in the country, 24 hours a day, 7 days a week, every day of the year with language capability in over 170 languages. The NHTRC is not a law enforcement or immigration authority and is operated by a nongovernmental organization funded by the federal government.

To get digital copies of this poster or "I Speak" booklet, visit www.dhs.gov/blue-campaign or contact the DHS Blue Campaign at BlueCampaign@hq.dhs.gov.

BLUE CAMPAIGN
One Voice. One Mission. End Human Trafficking.

www.dhs.gov/blue-campaign
Email: BlueCampaign@hq.dhs.gov
Report suspicious activity to
1-866-347-2423

I Speak is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources are available at www.lep.gov. Special thanks to the Department of Justice Bureau of Justice Assistance and the Ohio Office of Criminal Justice Services for inspiration and permission to use their *I Speak* guide. Permission may be required for the use of Ohio Office of Criminal Justice Services information other than as included in this booklet.

Version BC 2.1 March 2015

Report Run History

Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User	Report Status
209863	04/12/2024 01:53:56 PM (0.09 mins)	COCAPR		Shari-Lynne Ball	Bluegrass Care Navigators-Medical Respite-OHPI-ES/TH-LEX	Shari-Lynne Ball	Completed
209851	04/12/2024 01:33:59 PM (0.09 mins)	COCAPR		Shari-Lynne Ball	Bluegrass Care Navigators-Medical Respite-OHPI-ES/TH-LEX	Shari-Lynne Ball	Completed
209782	04/11/2024 02:39:05 PM (0.06 mins)	COCAPR		Shari-Lynne Ball	Bluegrass Care Navigators-Medical Respite-OHPI-ES/TH-LEX	Shari-Lynne Ball	Completed
209406	04/05/2024 04:42:18 PM (0.09 mins)	COCAPR		Shari-Lynne Ball	Bluegrass Care Navigators-Medical Respite-OHPI-ES/TH-LEX	Shari-Lynne Ball	Completed
209403	04/05/2024 03:10:09 PM (0.06 mins)	COCAPR		Shari-Lynne Ball	Bluegrass Care Navigators-Winter Weather 2023-OHPI-ES-LEX	Shari-Lynne Ball	Completed

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Report Options

Name

Description

Provider Type ◉ Provider ○ Reporting Group

Provider * Bluegrass Care Navigators-Medical Respite-OHPI-ES/TH-LEX (2580)

○ This provider AND its subordinates ◉ This provider ONLY

Program Date Range * 01/01/2023 to 12/31/2023

Entry/Exit Types * ☐ Basic ☐ Basic Center Program Entry/Exit ☑ HUD ☐ PATH ☐ Quick Call ☐ RHY ☐ Standard ☐ Transitional Living Program Entry/Exit ☐ VA ☐ HPRP (Retired)

CoC APR Report Results - Date Ran: 04/12/2024 01:53:56 PM - Report ID: 209863

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	All
	Organization Name	Org. ID	Project Name	Project ID	HMIS Project Type	RRH Subtype	Coordinated Entry	Affiliated with a	Project IDs of Affiliation	CoC Number	Geocode	Victim Service Provider	HMIS Software Name and	Report Start Date	Report End Date	Total Active Clients	Total Active Households											

						Access Point	residential project					Version Number				
Lexington CoC	1198	Bluegrass Care Navigators-Medical Respite-OHPI-ES/TH-LEX	2580	Emergency Shelter - Entry Exit (HUD)		No			KY-502	211314	No	WellSky Community Services	2023-01-01	2023-12-31	110	81

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5a - Report Validations Table

Report Validations Table	Count of Clients for DQ	Count of Clients
1. Total Number of Persons Served	110	110
2. Number of Adults (age 18 or over)	103	103
3. Number of Children (under age 18)	7	7
4. Number of Persons with Unknown Age	0	0
5. Number of Leavers	110	110
6. Number of Adult Leavers	103	103
7. Number of Adult and Head of Household Leavers	103	103
8. Number of Stayers	0	0
9. Number of Adult Stayers	0	0
10. Number of Veterans	12	12
11. Number of Chronically Homeless Persons	26	26
12. Number of Youth Under Age 25	8	8
13. Number of Parenting Youth Under Age 25 with Children	0	0
14. Number of Adult Heads of Household	81	81

15. Number of Child and Unknown-Age Heads of Household	0	0
16. Heads of Households and Adult Stayers in the Project 365 Days or More	0	0

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Name (3.01)	0	0	0	0	0%
Social Security Number (3.02)	1	6	0	6	5%
Date of Birth (3.03)	0	0	0	0	0%
Race and Ethnicity (3.04)	0	0		0	0%
Gender (3.06)	0	1		1	1%
Overall Score				7	6%

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Veteran Status (3.7)	0	0	0	0	0%
Project Start Date (3.10)			0	0	0%
Relationship to Head of Household (3.15)		25	2	27	25%
Enrollment CoC (3.16)		0	0	0	0%
Disabling Condition (3.8)	0	31	3	34	31%

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate

Destination (3.12)	0	1		1	1%
Income and Sources (4.2) at Start	0	32	2	34	33%
Income and Sources (4.2) at Annual Assessment	0	0	0	0	0%
Income and Sources (4.2) at Exit	0	31	2	33	32%

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number of months (3.917.5) DK/PNTA/ missing	% of records unable to calculate
ES-EE, ES-NbN, SH, Street Outreach	103			30	30	31	32%
TH	0	0	0	0	0	0	0%
PH(all)	0	0	0	0	0	0	0%
CE	0	0	0	0	0	0	0%
SSO, Day Shelter, HP	0	0	0	0	0	0	0%
Total	103						**32%**

6e - Data Quality: Timeliness

Time For Record Entry	Number of Project Start Records	Number of Project Exit Records
< 0 days	0	0
0 days	58	53
1 - 3 days	45	56
4 - 6 days	1	0
7 - 10 days	3	0

11+ days	2	1

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0	0%
Bed Night (All clients in ES - NBN)	0	0	0%

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	103	100	3		0
Children	7		6	1	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	110	100	9	1	0
For PSH and RRH - the total persons served who moved into housing	0	0	0	0	0

7b - Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	2	2	0	0	0
April	1	1	0	0	0
July	0	0	0	0	0
October	17	17	0	0	0

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	81	79	2	0	0
For PSH and RRH - the total households served who moved into housing	0	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	2	2			
April					
July					
October	12	12			

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Contacted	0	0	0	0

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0

2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Engaged	0	0	0	0
Rate of Engagement	0%	0%	0%	0%

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	43	37	6	0	0
Man	64	60	3	1	0
Culturally Specific Identity	0	0	0	0	0
Transgender	1	1	0	0	0
Non-Binary	1	1	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0

Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	1	1	0	0	0
Total	**110**	**100**	**9**	**1**	**0**

11 - Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	4		3	1	0

5 - 12	2		2	0	0
13 - 17	1		1	0	0
18 - 24	8	8	0		0
25 - 34	8	7	1		0
35 - 44	21	20	1		0
45 - 54	23	22	1		0
55 - 64	30	30	0		0
65 +	13	13	0		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	110	100	9	1	0

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
American Indian, Alaska Native, or Indigenous	1	1	0	0	0
Asian or Asian American	0	0	0	0	0
Black, African American, or African	27	23	4	0	0
Hispanic/Latina/e/o	0	0	0	0	0
Middle Eastern or North African	0	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0	0
White	78	75	3	0	0
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0	0

Black, African American, or African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Black, African American, or African & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0	0
White & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	0	0	0	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0	0
White & Black, African American, or African	1	0	1	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0	0
White & Hispanic/Latina/e/o	3	1	1	1	0
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0	0
White & Middle Eastern or North African	0	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	0	0	0	0	0

Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	110	100	9	1	0

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	40	40	0	0	0	0
Alcohol Use Disorder	8	8	0	0	0	0
Drug Use Disorder	14	14	0	0	0	0
Both Alcohol and Drug Use Disorders	5	5	0	0	0	0
Chronic Health Condition	12	12	0	0	0	0
HIV/AIDS	1	1	0	0	0	0
Development Disability	5	5	0	0	0	0
Physical Disability	27	26	1	0	0	0

13b1 - Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	40	40	0	0	0	0
Alcohol Use Disorder	8	8	0	0	0	0
Drug Use Disorder	15	15	0	0	0	0
Both Alcohol and Drug Use Disorders	5	5	0	0	0	0

Chronic Health Condition	12	12	0	0	0	0
HIV/AIDS	1	1	0	0	0	0
Development Disability	5	5	0	0	0	0
Physical Disability	26	25	1	0	0	0

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	0	0	0	0	0	0
Alcohol Use Disorder	0	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0	0
Chronic Health Condition	0	0	0	0	0	0
HIV/AIDS	0	0	0	0	0	0
Development Disability	0	0	0	0	0	0
Physical Disability	0	0	0	0	0	0

13a2 - Number of Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	20	17	1	2	0	0
1 Condition	16	15	1	0	0	0
2 Conditions	27	27	0	0	0	0
3+ Conditions	14	14	0	0	0	0

Condition Unknown	2	2	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	30	24	1	4	1	0
Total	110	100	3	6	1	0

13b2 - Number of Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	19	16	1	2	0	0
1 Condition	18	17	1	0	0	0
2 Conditions	26	26	0	0	0	0
3+ Conditions	14	14	0	0	0	0
Condition Unknown	2	2	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	30	24	1	4	1	0
Total	110	100	3	6	1	0

13c2 - Number of Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	0	0	0	0	0	0
1 Condition	0	0	0	0	0	0
2 Conditions	0	0	0	0	0	0
3+ Conditions	0	0	0	0	0	0

Condition Unknown	0	0	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	0	0	0	0	0	0

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	20	19	1	0	0
No	50	50	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	33	31	2	0	0
Total	103	100	3	0	0

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Within the past three months	5	5	0	0	0
Three to six months ago	5	4	1	0	0
Six months to one year	2	2	0	0	0
One year ago, or more	6	6	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	2	2	0	0	0
Total	20	19	1	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation	21	21	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	23	22	1	0	0
Safe Haven	0	0	0	0	0
Subtotal	44	43	1	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	4	4	0	0	0
Jail, prison, or juvenile detention facility	2	2	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	2	2	0	0	0
Substance abuse treatment facility or detox center	5	5	0	0	0
Subtotal	13	13	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	1	1	0	0	0
Host Home (non-crisis)	1	1	0	0	0
Staying or living in a friend's room, apartment, or house	5	4	1	0	0
Staying or living in a family member's room, apartment, or house	6	6	0	0	0
Subtotal	13	12	1	0	0

Permanent Situations					
Rental by client, no ongoing housing subsidy	1	1	0	0	0
Rental by client, with ongoing housing subsidy	2	2	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	3	3	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	30	29	1	0	0
Subtotal	30	29	1	0	0
Total	103	100	3	0	0

16 - Cash Income - Ranges

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
No Income	41	0	42
$1 - 150	0	0	0
$151 - $250	1	0	1
$251 - $500	3	0	3
$501 - $1000	12	0	12
$1001 - $1500	5	0	5
$1501 - $2000	5	0	5
$2001 +	3	0	3
Client Doesn't Know/Prefers Not to Answer	0	0	0

Data Not Collected	33	0	32
Number of adult stayers not yet required to have an annual assessment		0	
Number of adult stayers without required annual assessment		0	
Total Adults	103	0	103

17 - Cash Income - Sources

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	8	0	8
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	9	0	9
Social Security Disability Insurance (SSDI)	8	0	8
VA Service - Connected Disability Compensation	3	0	3
VA Non-Service Connected Disability Pension	0	0	0
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0
General Assistance (GA)	0	0	0
Retirement Income from Social Security	3	0	3
Pension or retirement income from a former job	0	0	0
Child Support	0	0	0
Alimony and other spousal support	0	0	0

Other Source	2	0	2
Adults with Income Information at Start and Annual Assessment/Exit		0	0

18 - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status

Number of Adults by Income Category	Number of Adults at Start	Number of Adults at Annual Assessment (Stayers)	Number of Adults at Exit (Leavers)
Adults with Only Earned Income (i.e., Employment Income)	8	0	8
Adults with Only Other Income	21	0	21
Adults with Both Earned and Other Income	0	0	0
Adults with No Income	43	0	44
Adults with Client Doesn't Know/Client Prefers Not to Answer information	0	0	0
Adults with Missing Income Information	29	0	28
Number of adult stayers not yet required to have an annual assessment		0	
Number of adult stayers without required annual assessment		0	
Total Adults	103	0	103
1 or More Source of Income	31	0	31
Adults with Income Information at Start and Annual Assessment/Exit		0	72

19a1 - Client Cash Income Change - Income Source - by Start and Latest Status

Income Change by Income Category (Universe: Adult Stayers with Income Information at Start and	Had Income Category at Start and Did Not Have It at Annual Assessment	Retained Income Category But Had Less $ at Annual Assessment Than at Start	Retained Income Category and Same $ at Annual Assessment as at Start	Retained Income Category and Increased $ at Annual Assessment	Did Not Have the Income Category at Start and Gained the Income Category at	Did Not Have the Income Category at Start or at Annual Assessment	Total Adults (including those with No Income)	Performance Measure: Adults who Gained or Increased Income from Start to Annual Assessment, Average Gain	Performance measure: Percent of Persons who Accomplished this Measure

Annual Assessment)					Annual Assessment				
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0	0%
Average Change in Earned Income									
Number of Adults with Other Income	0	0	0	0	0	0	0	0	0%
Average Change in Other Income									
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0	0%
Average Change in Overall Income									

19a2 - Client Cash Income Change - Income Source - by Start and Exit

Income Change by Income Category (Universe: Adult Leavers with Income Information at Start and Exit)	Had Income Category at Start and Did Not Have It at Exit	Retained Income Category But Had Less $ at Exit Than at Start	Retained Income Category and Same $ at Exit as at Start	Retained Income Category and Increased $ at Exit	Did Not Have the Income Category at Start and Gained the Income Category at Exit	Did Not Have the Income Category at Start or at Exit	Total Adults (including those with No Income)	Performance Measure: Adults who Gained or Increased Income from Start to Exit, Average Gain	Performance measure: Percent of Persons who Accomplished this Measure
Number of Adults with Earned Income (i.e., Employment Income)	0	0	8	0	0	64	72	0	0%
Average Change in Earned Income									
Number of Adults with Other Income	0	0	21	0	0	51	72	0	0%
Average Change in Other Income									
Number of Adults with Any	0	0	29	0	0	43	72	0	0%

Income (i.e., Total Income)											
Average Change in Overall Income											

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: percent with Disabling Condition by Source
Earned Income	4	4	8	50%	0	0	0	0%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	6	2	8	75%	0	0	0	0%	0	0	0	0%
Social Security Disability Insurance (SSDI)	8	0	8	100%	0	0	0	0%	0	0	0	0%
VA Service - Connected Disability Compensation	3	0	3	100%	0	0	0	0%	0	0	0	0%
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	1	2	3	33%	0	0	0	0%	0	0	0	0%
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	0	0	0	0%	0	0	0	0%
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0	0	0%
Other Source	0	2	2	0%	0	0	0	0%	0	0	0	0%

No Sources	26	12	38	68%	0	1	1	0%	0	0	0	0%
Unduplicated Total Adults	46	20	66		0	1	1		0	0	0	

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	20	0	21
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	0	0	0
TANF Child Care Services	0	0	0
TANF Transportation Services	0	0	0
Other TANF-Funded Services	0	0	0
Other Source	1	0	1

20b - Number of Non-Cash Benefit Sources

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
No Sources	48	0	48
1 + Source(s)	20	0	21
Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected/Not stayed long enough for Annual Assessment	35	0	34
Total	103	0	103

21 - Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit for Leavers
MEDICAID	51	0	52
MEDICARE	13	0	13
State Children's Health Insurance Program	0	0	0
Veteran's Health Administration (VHA)	5	0	5
Employer-Provided Health Insurance	0	0	0
Health Insurance obtained through COBRA	0	0	0
Private Pay Health Insurance	0	0	0
State Health Insurance for Adults	0	0	0
Indian Health Services Program	0	0	0
Other	1	0	1
No Health Insurance	13	0	13
Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected	34	0	33
Number of stayers not yet required to have an annual assessment		0	
1 Source of Health Insurance	54	0	55
More than 1 Source of Health Insurance	8	0	8

22a1 - Length of Participation - CoC Projects

	Total	Leavers	Stayers
30 days or less	110	110	0

31 to 60 days	0	0	0
61 to 90 days	0	0	0
91 to 180 days	0	0	0
181 to 365 days	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Total	**110**	**110**	**0**

22b - Average and Median Length of Participation in Days

	Leavers	Stayers
Average Length	8	0
Median Length	10	0

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0

61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	2	2	0	0	0
8 to 14 days	6	3	3	0	0
15 to 21 days	1	1	0	0	0
22 to 30 days	1	1	0	0	0
31 to 60 days	5	3	2	0	0
61 to 90 days	6	6	0	0	0
91 to 180 days	9	9	0	0	0
181 to 365 days	8	8	0	0	0
366 to 730 Days (1-2 Yrs)	11	11	0	0	0
731 days or more	27	27	0	0	0
Total (persons moved into housing)	76	71	5	0	0
Not yet moved into housing	0	0	0	0	0

Data Not Collected	34	29	4	1	0
Total Persons	110	100	9	1	0

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	1	0	18	0	0	0	55	1	1	0
Persons Not Yet Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0	0

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	9	9	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	74	68	5	1	0
Safe Haven	0	0	0	0	0
Subtotal	83	77	5	1	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	4	4	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	2	2	0	0	0
Substance abuse treatment facility or detox center	2	2	0	0	0
Subtotal	8	8	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Residential project or halfway house with no homeless criteria	4	0	4	0	0
Hotel or motel paid for without emergency shelter voucher	4	4	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	3	3	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0

Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	11	7	4	0	0
Permanent Situations					
Staying or living with family, permanent tenure	3	3	0	0	0
Staying or living with friends, permanent tenure	1	1	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	1	1	0	0	0
Rental by client, with ongoing housing subsidy	1	1	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	6	6	0	0	0
Other Situations					
No Exit Interview completed	1	1	0	0	0
Other	1	1	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	2	2	0	0	0
Total	110	100	9	1	0
Total persons exiting to positive housing destinations	6	6	0	0	0
Total persons exiting to destinations that excluded them from the calculation	4	4	0	0	0
Percentage of persons exiting to positive housing destinations	6%	6%	0%	0%	0%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	0	0	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0	0
Public housing unit	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0	0
Housing Stability Voucher	0	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	0	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	1	1	0	0	0
Total	1	1	0	0	0

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Homeless Situations	83	1	0	20	0	0	0	59	2	1	0
Institutional Situations	8	0	0	0	0	0	0	8	0	0	0
Temporary Situations	11	0	0	5	0	0	0	6	0	0	0

Permanent Situations	6	0	0	0	0	0	0	5	1	0	0
Other Situations	2	0	0	2	0	0	0	0	0	0	0
Total	110	1	0	27	0	0	0	78	3	1	0

24b - Moving On Assistance Provided to Households in PSH

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Subsidized housing application assistance	0	0	0	0	0
Financial assistance for Moving On (e.g., security deposit, moving expenses)	0	0	0	0	0
Non-financial assistance for Moving On (e.g., housing navigation, transition support)	0	0	0	0	0
Housing referral/placement	0	0	0	0	0
Other (please specify)	0	0	0	0	0

24c - Sexual Orientation of Adults in PSH

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Heterosexual	0	0	0	0	0
Gay	0	0	0	0	0
Lesbian	0	0	0	0	0
Bisexual	0	0	0	0	0
Questioning/Unsure	0	0	0	0	0
Other	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data not collected	0	0	0	0	0

Total	**0**	**0**	**0**	**0**	**0**

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)	Total Persons Requiring Translation Assistance
Different Preferred Language	0
Total	**0**

25a - Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	3	3	0	0
Non-Chronically Homeless Veteran	9	9	0	0
Not a veteran	90	87	3	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	**103**	**100**	**3**	**0**

25b - Number of Veteran Households

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	2	2		
Non-Chronically Homeless Veteran	5	5		
Not a veteran	73	71	2	
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				

Total	81	79	2	

25c - Gender - Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Woman	1	1	0	0
Man	10	10	0	0
Culturally Specific Identity	0	0	0	0
Transgender	1	1	0	0
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0

Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	12	12	0	0

25d - Age - Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
18 - 24	0	0	0	0
25 - 34	1	1	0	0
35 - 44	3	3	0	0
45 - 54	1	1	0	0
55 - 64	6	6	0	0

65 +	1	1	0	0
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	12	12	0	0

25i - Exit Destination - Veterans

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	1	1	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	3	3	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	4	4	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	4	4	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	1	1	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	5	5	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0

Rental by client in a public housing unit	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	1	1	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	1	1	0	0	0
Permanent Situations					
Staying or living with family, permanent tenure	1	1	0	0	0
Staying or living with friends, permanent tenure	1	1	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	2	2	0	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0

Subtotal	**0**	**0**	**0**	**0**	**0**
Total	**12**	**12**	**0**	**0**	**0**
Total persons exiting to positive housing destinations	2	2	0	0	0
Total persons exiting to destinations that excluded them from the calculation	4	4	0	0	0
Percentage of persons exiting to positive housing destinations	25%	25%	0%	0%	0%

25j - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Veteran

	Total	Without Children	With Children and Adults	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0
VASH housing subsidy	0	0	0	0
RRH or equivalent subsidy	0	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0
Public housing unit	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0
Housing Stability Voucher	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0
Permanent Supportive Housing	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0
Total	**0**	**0**	**0**	**0**

26a - Chronic Homeless Status - Number of Households w/at least one or more CH person

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type

Chronically Homeless	25	25			
Not Chronically Homeless	55	53	2		
Client Doesn't Know/Client Prefers Not to Answer	1	1			
Data Not Collected					
Total	**81**	**79**	**2**		

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	26	26	0	0	0
Not Chronically Homeless	83	73	9	1	0
Client Doesn't Know/Client Prefers Not to Answer	1	1	0	0	0
Data Not Collected	0	0	0	0	0
Total	**110**	**100**	**9**	**1**	**0**

26c - Gender of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	9	9	0	0	0
Man	15	15	0	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	1	1	0	0	0
Non-Binary	1	1	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0

Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0

More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	26	26	0	0	0

26d - Age of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
0 - 17	0		0	0	0
18 - 24	1	1	0		0
25 - 34	1	1	0		0
35 - 44	8	8	0		0
45 - 54	8	8	0		0
55 - 64	7	7	0		0
65 +	1	1	0		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0		0
Data Not Collected	0	0	0		0
Total	26	26	0	0	0

26e - Physical and Mental Health Conditions - Chronically Homeless Persons

	Conditions at Start	Conditions at Latest Assessment for Stayers	Conditions at Exit for Leavers
Mental Health Disorder	18	0	18
Alcohol Use Disorder	5	0	5

Drug Use Disorder	9	0	9
Both Alcohol and Drug Use Disorders	2	0	2
Chronic Health Condition	5	0	5
HIV/AIDS	0	0	0
Development Disability	1	0	1
Physical Disability	10	0	10

27a - Age of Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
12 - 17	0		0	0	0
18 - 24	8	8	0		0
Client Doesn't Know/Client Prefers Not to Answer					
Data Not Collected					
Total	8	8	0	0	

27b - Parenting Youth

	Total Parenting Youth	Total Children of Parenting Youth	Total Persons	Total Households
Parenting youth < 18	0	0	0	0
Parenting youth 18 to 24	0	0	0	0

27c - Gender - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	3	3	0	0	0

Man	4	4	0	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	0	0	0	0	0
Non-Binary	1	1	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0

Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	8	8	0	0	0

27d - Living Situation - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	3	3	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	3	3	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	6	6	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0

Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living in a friend's room, apartment, or house	2	2	0	0	0
Staying or living in a family member's room, apartment, or house	0	0	0	0	0
Subtotal	2	2	0	0	0
Permanent Situations					
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	8	8	0	0	0

27e - Length of Participation - Youth

	Total	Leavers	Stayers
30 days or less	8	8	0
31 to 60 days	0	0	0
61 to 90 days	0	0	0
91 to 180 days	0	0	0
181 to 365 days	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Total	8	101	0

27f1 - Exit Destination - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	8	8	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	8	8	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0

Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Rental by client in a public housing unit	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	0	0	0	0	0
Permanent Situations					
Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0

Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	0	0	0	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	8	8	0	0	0
Total persons exiting to positive housing destinations	0	0	0	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0	0
Percentage of persons exiting to positive housing destinations	0%	0%	0%	0%	0%

27f2 - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	0	0	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0	0
Public housing unit	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0	0
Housing Stability Voucher	0	0	0	0	0

Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	0	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0	0
Total	0	0	0	0	0

27g - Cash Income - Sources - Youth

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	2	0	2
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	0	0	0
Social Security Disability Insurance (SSDI)	0	0	0
VA Service - Connected Disability Compensation	0	0	0
VA Non-Service Connected Disability Pension	0	0	0
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0
General Assistance (GA)	0	0	0
Retirement Income from Social Security	0	0	0
Pension or retirement income from a former job	0	0	0
Child Support	0	0	0

Alimony and other spousal support	0	0	0
Other Source	0	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0	0

27h - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status - Youth

Number of Youth by Income Category	Number of Youth at Start	Number of Youth at Annual Assessment (Stayers)	Number of Youth at Exit (Leavers)
Youth with Only Earned Income (i.e., Employment Income)	2	0	2
Youth with Only Other Income	0	0	0
Youth with Both Earned and Other Income	0	0	0
Youth with No Income	6	0	6
Youth with Client Doesn't Know/Prefers Not to Answer Income Information	0	0	0
Youth with Missing Income Information	0	0	0
Number of youth stayers not yet required to have an annual assessment		0	
Number of youth stayers without required annual assessment		0	
Total Youth	8	0	8
1 or More Source of Income	2	0	2
Youth with Income Information at Start and Annual Assessment/Exit		0	0

27i - Disabling Conditions and Income for Youth at Exit

	AO: Youth with Disabling Condition	AO: Youth without Disabling Condition	AO: Total Youth	AO: percent with Disabling Condition by Source	AC: Youth with Disabling Condition	AC: Youth without Disabling Condition	AC: Total Youth	AC: percent with Disabling Condition by Source	CO: Youth with Disabling Condition	CO: Youth without Disabling Condition	CO: Total Youth	CO: percent with Disabling Condition by Source	UK: Youth with Disabling Condition	UK: Youth without Disabling Condition	UK: Total Youth	UK: percent with Disabling Condition by Source

Earned Income	1	1	2	50%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Social Security Disability Insurance (SSDI)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Other Source	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
No Sources	2	4	6	33%	0	0	0	0%	0	0	0	0%	0	0	0	0%

Unduplicated Total Youth	3	5	8		0	0	0		0	0	0		0	0	0	

27j - Average and Median Length of Participation in Days - Youth

	Leavers	Stayers
Average Length	7	0
Median Length	9	0

27k - Length of Time between Project Start Date and Housing Move-in Date - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

27l - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	1	1	0	0	0
8 to 14 days	1	1	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	1	1	0	0	0
31 to 60 days	2	2	0	0	0
61 to 90 days	1	1	0	0	0
91 to 180 days	1	1	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	1	1	0	0	0
731 days or more	0	0	0	0	0
Total (persons moved into housing)	8	8	0	0	0
Not yet moved into housing	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total Persons	8	8	0	0	0

27m - Education Status - Youth

Current school and attendance	At Project Start	At Project Exit
Not currently enrolled in any school or education course	0	0
Currently enrolled but not attending regularly	0	0
Currently enrolled and attending regularly	0	0
Client Doesn't Know / Prefers Not to Answer	0	0

Data not collected	0	0
For those not enrolled - most recent education status		
K12: Graduated from high school	0	0
K12: Obtained GED	0	0
K12: Dropped out	0	0
K12: Suspended	0	0
K12: Expelled	0	0
Higher education: Pursuing a credential but not currently attending	0	0
Higher education: Dropped out	0	0
Higher education: Obtained a credential/degree	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data not collected	0	0
For those currently enrolled - current status		
Pursuing a high school diploma or GED	0	0
Pursuing Associate Degree	0	0
Pursuing Bachelor Degree	0	0
Pursuing Graduate Degree	0	0
Pursuing other post-secondary credential	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data not collected	0	0
Total persons	0	0

LFUCG 2024 ESR Emergency Shelter – RFP #25-2024
Project Narrative – Bluegrass Care Navigators Medical Respite Program

4.1 – General Shelter Information – 20 points

The Bluegrass Care Navigators (BCN) Medical Respite program is always open, providing support and services around the clock. We welcome everyone, from youth to adults, clients, and households in need, including those with disabilities requiring special access. Whether it's the middle of the night or a holiday, we're here, ready to accept referrals every day of the year. Not only are referrals accepted 24/7, but the team is also available via an after-hours phone line for any needs that may arise.

Medical respite offers temporary, voluntary support for clients experiencing homelessness with post-acute healthcare needs. When any household enters respite, we ask them to adhere to some basic guidelines. These guidelines ensure that everyone in our program and the hotel feels secure and respected. Clients agree to follow general hotel and program guidelines, encompassing respect for property, adherence to room smoking policies, refraining from illicit substances that may interfere with medical care and recovery, and not having unauthorized guests or pets.

Our commitment to dignity and respect is unwavering. Guided by our mission, vision, and values, along with detailed non-discrimination policies and grievance procedures, we ensure that every client is treated with the respect and dignity they deserve.

Documentation Attached: Homeless Medical Respite Process 2024.pdf

From medical care to basic necessities, we provide clients with the support they need to heal and thrive. The shelter component of our program offers lodging in local hotels with low barriers to entry and housing-focused engagement. It prioritizes robust person-centered healthcare services and basic needs. Individualized case plans are created, addressing all barriers that impact clients' self-sufficiency, connecting them with community resources, and helping secure long-term

affordable housing. Teams ensure all clients can access basic necessities, such as food, clothing, hygiene products, and transportation.

We don't just provide basic services; we work closely with each client to develop a plan tailored to their specific needs and goals. Our program boasts a unique staffing model that combines clinical, social, and spiritual teams, allowing BCN to be equipped to meet the diverse needs of our clients. Whether it's a medical or spiritual concern, our team provides support and guidance. This model is flexible, scaling up or down to accommodate capacity. All operations and client engagements occur within the client room or by telehealth. This model was the only one of its kind in Kentucky until the pandemic. Communities in Kentucky and nationally adopted it as best practice.

In the program, discharge planning and long-term resource connections start at intake. Our teams provide person-centered care that follows an individualized plan of care developed specifically around the client's needs, goals, and strengths. The program offers a stable environment for clients to recuperate and assists in transitioning toward permanent housing, reunification with family members, and connections with long-term supportive services. The respite program focuses on delivering health care and supportive services rather than imposing extraneous expectations and requirements.

At BCN, our commitment to treating clients with dignity and respect is reflected in our mission, vision, and values, which serve as the guiding principles for all aspects of our programming, emphasizing the importance of compassion, empathy, and inclusivity. BCN has an established "Non-Discrimination in Client Care" policy to uphold the principle of inclusivity in every service and benefit we provide. This policy ensures that no client is excluded or denied participation in our services, programs, or activities on the basis of race, color, religion, gender identification,

sexual orientation, disability, or national origin. Grievance procedures outline clear expectations for client treatment and provide a framework for addressing any concerns or complaints. This policy is aligned with key civil rights legislation, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the ADA of 1990.

To ensure accountability and transparency, clients and referral sources are provided with BCN's 24/7 toll-free number, encouraging them to reach out with any questions, concerns, or complaints. We understand the importance of timely and thorough resolution, which is why our Grievance Policy outlines a process for filing complaints, conducting investigations, and issuing written decisions within 30 days of filing. Grievants also have the opportunity to appeal decisions, with responses provided within the same timeframe. By adhering to these policies and procedures, we strive to create a safe, supportive, and inclusive environment where all clients are treated with the dignity and respect they deserve.

Documentation Attached: BCN Policy Mission- Vision- and Values.pdf

BCN Policy Non-Discrimination Policy and Grievance Process.pdf

Our process for communicating expectations begins from the moment a prospective client is referred to our medical respite program. Upon referral, our team reviews hotel and program guidelines with prospective clients. We understand the importance of language accessibility, so we utilize language line/interpreter services for clients with limited English proficiency. Additionally, the team carries the "I Speak" Language Identification Guide, allowing clients to identify their primary language accurately. In addition to "I Speak," we have implemented a comprehensive translation service through a trusted third-party language line provider. This service enables us to bridge language barriers and ensure that every client receives clear and

accurate information about their care and services. Additionally, and within certain safeguards, we collaborate with a client's preferred family member with better English proficiency or preferred community-based translators, ensuring that communication is tailored to the client's needs and preferences.

Clients are encouraged to ask questions and seek clarification on any points they may not fully understand. We want clients to feel empowered and informed about what to expect during their recovery with us.

Before or during admission, clients receive a paper copy of the guidelines, which includes an overview of the program and 24/7 contact information. Additionally, clients can obtain a copy of the program guidelines at any time from the front desk of the hotel lobby throughout their stay.

Documentation Attached: Hotel Medical Respite Program Letter for Clients.pdf

BCN Policy Facilitating Communication.pdf

I Speak Language Identification Guide.pdf

BCN collaborates with a local hotel that is required to have accessible features, such as ADA (Americans with Disabilities Act) compliant access and accommodations for clients with mobility limitations. This includes rooms on the first floor with direct outside access, providing convenience and ease of mobility for those with varying strengths.

We also ensure outside air circulation in response to the COVID-19 pandemic and other air-transmitted diseases. BCN operates its own Durable Medical Equipment department, which enables us to supply necessary medical equipment to qualifying clients. Our strategic location near public transportation hubs ensures clients with different mobility strengths can easily access transportation services. This accessibility promotes greater independence and mobility for all clients, regardless of their physical abilities.

BCN prioritizes cultural competence by mandating cultural diversity training for all new team members. Additionally, staff members must complete a cultural competence in-home care course annually, ensuring ongoing education and awareness. To further strengthen our commitment, BCN has an established Diversity, Equity, and Inclusion (DEI) department with four dedicated full-time positions.

BCN is committed to monitoring quality and effectiveness to ensure we meet the evolving needs of our community. We use feedback from partner organizations, our quarterly internal Quality Compliance Committee, and annual presentations to the CoC's Program Performance and Evaluation Committee to ensure continuous quality improvement.

4.2 – Rapid Resolution, Housing Oriented – 25 points

Our team prioritizes assessing options for diverting clients from the program whenever feasible. Our diversion approach encompasses various supports tailored to each client's unique needs.

When clients require shelter diversion, our dedicated social workers collaborate closely with other organizations within the Lexington Continuum of Care network to facilitate coordinated entry into the most suitable housing situation.

It's important to note that due to the medical criteria for our program's eligibility, clients who do not meet the medical requirements are redirected to the shelter that best meets their needs. This ensures all clients receive appropriate support and care tailored to their circumstances.

The respite program typically has extremely short stays, between 7 and 14 days. Despite the brief duration of stay for almost all our clients, including those with a COVID-positive status who may stay for as little as five days, our dedicated team springs into action from the moment of program entry. Our team works diligently to assess each client's needs and preferences, collaborating

closely with community partners and housing agencies to identify suitable housing options. We leverage our network and resources, like Coordinated Entry, to expedite the housing placement process, ensuring that clients receive the support and assistance they need to transition into another emergency shelter or into safe, stable housing as quickly as possible.

BCN employs a robust data-driven approach to detect trends, identify frequent users, and monitor various performance measures, including housing success, with regular interdisciplinary team meetings, where we actively review and plan client care. These meetings serve as a forum to identify barriers to care and intervene in real-time to promote positive outcomes.

To further enhance our data-driven practices, we routinely review reports generated from our electronic medical records (EMR), PowerBI, and Kentucky Homeless Management Information System (KYHMIS) at least monthly. These reports enable us to identify trends, track frequent utilizers, and monitor outcomes across various performance measures.

We monitor various performance measures, including emergency department utilization, unplanned hospital readmission rates, length of stay, and connections to housing and healthcare resources. This is done in collaboration with the Bluegrass 3C Healthcare Planning and Communication Committee, which addresses frequent utilizers, monitors performance such as unnecessary hospital readmissions, facilitates soft handoffs for ongoing care, and addresses emergency shelter needs or housing placements.

Furthermore, our program reports are regularly presented to BCN's Quality and Compliance Committee for leadership review and discussion, and we provide annual presentations to the Lexington Continuum of Care's Program Performance and Evaluation Committee.

We collaborate with local shelters and housing provider agencies to facilitate connections to housing options tailored to each client's needs. In cases where suitable housing options are not

immediately available, we explore alternative solutions, such as temporary stays with family members or friends or admission to residential drug rehabilitation facilities for those struggling with substance use disorder. We aim to ensure that clients in our respite program are connected with the most appropriate housing options and supportive services before discharge.

Our respite team receives training on Intimate Partner Violence (IPV). We work closely with Greenhouse17 to coordinate care for clients fleeing domestic violence who need medical respite services. IPV Resource lists are available to team members and are offered/provided to clients relaying concerns related to domestic violence. Clients may also be directly referred to services, such as domestic violence shelters, if they desire.

Personalized safety plans are available and may be developed with the client, with the assistance of staff, to increase their safety and prepare in advance for the possibility of further violence. These personalized safety plans may include various strategies that address safety, such as safety during a violent incident, within their residence, with a protection order, at work and in public, safety related to drug or alcohol use, and emotional health.

Our program provides comprehensive case management services to all clients, delivered by an interdisciplinary team of nurses, social workers, spiritual counselors, and volunteers. Qualified RNs, LPNs, and/or social workers provide case management services in person and telephonically. Additionally, we offer 24/7 on-call services for unexpected needs, connecting clients with a nurse or social worker whenever assistance is required.

Our case managers conduct initial and ongoing assessments of healthcare and social service needs throughout a client's stay. These assessments are dynamic, allowing for real-time adjustments to interventions based on changes in the client's care plan.

Key areas our case management services address include healthcare access, medical and behavioral health services, substance use treatment, and resources for home health care or wound care needs. We also evaluate caregiving needs and assist with accessing additional social service resources and benefits, such as housing, transportation, food security, income support, and insurance. Overall, our case management services are focused on facilitating a safe discharge plan. Regarding capacity and caseload ratios, our case management services are structured to ensure each client receives personalized attention and support. Caseload ratios are managed to maintain quality care and effective case management, with regular assessments conducted to adjust staffing levels as needed to meet demand and maintain service quality. Our goal is to provide comprehensive and individualized support to each client, empowering them to achieve optimal health outcomes and secure stable housing solutions.

Conversations about discharge and discharge planning with individualized goals start at intake with all of our team trained in trauma-informed care practices. Respite staff working directly with clients are licensed nurses (RN or LPN) and social workers. In addition to standard initial and annual core training, which is reviewed and updated annually by BCN's Professional Development team, all respite nurses and social workers undergo specific care navigation training that focuses on barriers and facilitators to care and resource navigation. Training includes the role/scope, safety, professional boundaries, accessing resources for common barriers to care, and field training.

BCN routinely participates in innovative programming to increase our knowledge and expertise and ensure the delivery of high-quality, evidence-based care. One example is our recent participation in the University of Kentucky's HEALing Communities Study, an NIH research grant that focused on reducing opioid-involved overdose deaths. As a result of this partnership, BCN helped develop an Opioid Recovery Care Navigator Training Manual that is now publicly available

for dissemination. Similarly, in recent work with an HHS ACL grant, our team received specialized training specific to SUD and Dementia, a testament to our commitment to supporting and implementing innovative, evidence-based practices.

The BCN team assists clients with accessing online resources to apply for Social Security cards or birth certificates, complete forms, or obtain information needed to apply for housing. Where financial barriers exist, staff can access various resource guides and connect clients in person or digitally. Additionally, transportation is arranged for clients who need to access local offices to obtain a photo ID and apply for or secure housing.

4.3 – Low-Barrier – 25 points

BCN prioritizes providing a low-barrier and inclusive environment for clients seeking shelter through our medical respite program. Our approach is guided by the principle of setting minimal and reasonable requirements, which are enforced fairly and transparently.

Our 24/7 referral and admission process ensures that eligible clients can be admitted on the same day. Expectations are communicated verbally in a language the client can understand at the time of referral. Upon admission to the program, expectations are reiterated in writing, and copies are readily available for pickup at any time via the hotel desk clerk.

While our program is voluntary, except for those receiving medical respite for COVID isolation, clients can leave the hotel throughout their stay to attend appointments or engage in other activities of daily living.

As a community healthcare provider, we recognize the importance of housing as a crucial determinant of health. Our medical respite program incorporates elements of case management and access to interdisciplinary teams to address barriers impacting a client's self-sufficiency. We

are committed to connecting clients with appropriate resources in the community to help them obtain and sustain long-term housing that is affordable and suitable for their circumstances.

Our respite program accepts households as they define themselves and present at referral. This includes single adults with their caregivers, families with children, and partnered clients.

Pet accommodation is based on the hotel/motel policy, in which all service animals are allowed. The hotel has made exceptions for our clients in the past who have small dogs or small animals. BCN staff are not in the position or authority to make final decisions on animals but do present all cases to hotel management for a decision. Clients are requested to keep all personal belongings with them in their room.

The respite program typically has extremely short stays, between 7 and 14 days. Despite the brief duration of stay for almost all our clients, including those with a COVID-positive status who may stay for as little as five days, our dedicated team springs into action from the moment of program entry. Our team works diligently to assess each client's needs and preferences, collaborating closely with community partners, coordinated entry, and housing agencies to identify suitable housing options. We leverage our network and resources to expedite the housing placement process, ensuring that clients receive the support and assistance needed to transition into another emergency shelter or safe, stable housing as quickly as possible.

Access to our respite program is very flexible and extremely predictable as we: (1) have had the same referral process since 2019, only adapting with additional procedures in response to the COVID-19 pandemic and only for COVID-positive cases (2) BCN accepts referrals 24/7/365 and (3) we meet the clients where they are, including location and time of day. The process for entry is predictable, consistent, clear, fair, and equitable for all.

Clients are only required to focus on their recovery and individualized care plans. Clients are not required to participate in classes or programs as a condition of services or shelter. Clients are encouraged to rest and recover as a priority. As our program operates 24/7/365, no client or family member is forced to leave their room at any time except for required maintenance or housekeeping. Even then, the client can remain in their room if they need to. The BCN team provides all services in the room, on the phone, or via telehealth.

Our teams work diligently to identify any areas of concern with medical and post-discharge instruction. If something comes up, nurses and social workers engage the client to identify solutions to compliance. However, the client is not removed or invited to leave medical respite due to incompliance with medical care.

The process for determining admission or removal from our medical respite program is thorough and transparent.

Referrals are accepted 24/7 and reviewed by the medical respite supervisor or their designee. They assess the client's current living situation and care needs to confirm homelessness, ability to maintain themselves independently in a hotel setting (or with caregiver assistance), and suitability for a temporary medical respite stay.

Alternative resources are offered if a client is deemed ineligible due to factors such as not experiencing homelessness, residing outside the service area, inability to manage independently in a hotel setting, or care needs exceeding program capacity. Referrals not meeting post-acute medical respite care criteria are directed to existing emergency shelters or other relevant services, with notifications provided to clients and referring agencies.

Clients have the right to submit grievances in accordance with our Non-Discrimination Policy and Grievance Process. Notably, drug testing is not conducted, and a positive result does not impact

eligibility for medical respite services. Instead, clients with substance use disorders are offered education on available treatment and harm reduction resources, with assistance provided for linkage to desired services. Our process ensures fairness, transparency, and adherence to our commitment to providing dignified and equitable care.

In the past 12 months, three clients were banned from further services due to incidents of hotel property damage. Unfortunately, clients restricted due to hotel property damage cannot return to the hotel, thereby being restricted from rejoining the medical respite program.

Our program maintains a strict policy regarding property damage to ensure the safety and well-being of all clients and maintain the integrity of the facilities. While we deeply regret having to impose such restrictions, the safety and security of our clients, other hotel guests, and respite staff are paramount.

We understand the importance of fairness and transparency in our processes, and as such, we have a standardized procedure for reviewing restrictions and bans. This involves thoroughly assessing the circumstances leading to the restriction and considering any mitigating factors.

While restricted clients cannot return to the hotel or the medical respite program due to property damage, we remain committed to supporting them in accessing alternative resources and services as appropriate. Our goal is to foster a safe and supportive environment for all clients seeking assistance while upholding the standards of our program.

4.4 – Actual Results – 20 Points

The following reports are being submitted with our proposal:

- **CoC APR for January 1, 2023 – December 31, 2023** – Attached

4.5 – Budget Appropriateness and Feasibility of Budget – 10 Points

Complete this table	Total
***Number of client beds available:	N/A
***Number of units available for families, if applicable:	N/A
Funds requested from LFUCG:	$87,650.00
Average nightly census for clients based on KYHMIS data:	3.3
Average nightly census for families based on KYHMIS data:	1.98
Total budget for shelter program (all funding sources):	$145,159 (non-COVID)
% LFUCG investment (LFUCG Request/Total Budget * 100):	60%

Source of other funds:

Hearst Foundations = $18,667

The Copia Foundation = $5,000

FEMA Emergency Food and Shelter Program = pending $14,000

Line-item budget narrative. – Excel Budget Template Attached

Bluegrass Care Navigators - Bluegrass Transitional Care 2024/2025 LFUCG ESR MR Budget
Line-Item Narrative Budget

Staff Salaries		# of Employees:	
	Full-Time (FTE)	1	
	Part-Time	0	
		Total Salaries	$ 60,743
	Narrative Description	The 1 Full-Time FTE reflects a combination of time allocated by various Bluegrass Care Navigators team members: Hospital-Based Nurse/Coach, Home Nurse/Coach, Home Social Worker, and Transitions Program Manager.	

Staff Fringe Benefits		
	Narrative Description	The Staff Fringe Benefit Rate is 27.5% and is included in the staff salary figures above.
Space/Facilities		$ 56,538
	Narrative Description	Hotel/motel lodging: 698 nights X $81/night
Operating Expenses		$ 14,682
	Narrative Description	Patient Transportation and Basic Need Expenses: Food (698 nights X $17/night = $11,866.00) + Transportation ($1,816 LexTran + $1,000 Uber Health)
Indirect Cost 10%		$ 13,196
TOTAL FY2024/2025, 2025/2026 PROGRAM BUDGET		$ 145,159

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
Full-Time (FTE)	$ 60,743.00	$ 35,000.00	$ 25,743.00
Part-Time	$ -		
PROGRAM STAFF SALARIES TOTALS	$ 60,743.00	$ 35,000.00	$ 25,743.00
2. STAFF FRINGE BENEFITS			
TOTAL FRINGE BENEFITS (XX% of total pay)	$ -	$ -	$ -
3. CONSULTANT SERVICES			
TOTAL CONSULTANT SERVICES	$ -	$ -	$ -
4. SPACE/FACILITIES			
Lodging	$ 56,538.00	$ 30,000.00	$ 26,538.00
TOTAL SPACE/FACILTIES	$ 56,538.00	$ 30,000.00	$ 26,538.00
5. OPERATING EXPENSES			
Transporation	$ 3,139.00	$ 3,139.00	$ -
Food	$ 11,543.00	$ 11,543.00	$ -
TOTAL OPERATING EXPENSES	$ 14,682.00	$ 14,682.00	$ -
6. SCHOLARSHIPS/STIPENDS			
TOTAL SCHOLARSHIPS/STIPDENDS EXPENSES	$ -	$ -	$ -
7. OTHER			
Indirect Cost (10%)	$ 13,196.00	$ 7,968.00	$ 5,228.00
TOTAL OTHER EXPENSES	$ 13,196.00	$ 7,968.00	$ 5,228.00
TOTAL FY2025 PROGRAM BUDGET	$ 145,159.00	$ 87,650.00	$ 57,509.00

Status **Active** PolicyStat ID **14418597**

Origination	03/2023	Owner	Stephanie Greene: Chief Operating Officer Clinical Services
Last Approved	12/2023		
Effective	12/2023	Area	Rights and Responsibilities
Last Revised	12/2023	References	LD.04.01.01, RI.01.07.01
Next Review	12/2024		

Non-Discrimination Policy and Grievance Process

Purpose

To prevent Bluegrass Care Navigators' (BCN) team members from discriminating against patients or clients on the basis of race, color, religion, sex, sexual orientation, handicap, or place of national origin.

Policy

In accordance with Title VI of the Civil Rights Act of 1964, and its implementing regulation, BCN will directly, or through contractual, or other arrangement, admit and treat all persons without regard to race, color, religion, sex, sexual orientation, gender expression or identity, disability, national origin in its provision of services and benefits, including assignments, or transfers within facilities.

In accordance with Section 504 of the Rehabilitation Act of 1973, and its implementing regulations, BCN will not, directly, or through contractual, or other arrangements, discriminate on the basis of disability (mental or physical) in admissions, access, treatment, or employment. The Vice President of Human Resources, or designee has been designated as the coordinator for implementation of this policy.

In accordance with the Age Discrimination Act of 1975, and its implementing regulation, BCN will not, directly or through contractual or other arrangements, discriminate on the basis of age in the provision of services, unless age is a factor necessary to the normal operation, or the achievement of any statutory objective.

In accordance with Title II of the American with Disabilities Act of 1990, BCN will not, on the basis of disability, exclude, or deny a qualified individual with a disability from participation, or benefits of, the services, programs, or activities of the hospice.

It is the policy of BCN to admit and/or provide treatment to patients and clients without regard to race, color, national origin, disability, or age. Patients or clients known to be infected with the Human

Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) will be cared for with respect and dignity, and will not be discriminated against in any way. Protection of privacy and confidentiality is stressed. These patients or clients do not require any isolation or precautions other than those included under Universal Precautions. BCN team member(s) will adhere strictly to Centers for Disease Control and Prevention (CDC) recommended Universal Precautions.

Universal Precautions guidelines are posted throughout the facility, and an in-service will be conducted annually, with mandatory attendance required. Information will also be included in all new team member onboarding.

Procedure

1. The Section 504/ADA Coordinator designed to coordinate the efforts of BCN to comply with the regulations will be the Vice President of Human Resources, or designee.
2. BCN will identify an organization, or person in their service area who can translate for persons with limited English proficiency, and who can disseminate information to sensory impaired persons. These contacts will be listed and kept in the policy manual.
3. The following statement will be printed on brochures and other public materials: "Patient services are provided without regard to race, color, creed, age, sex, disability (mental or physical), communicable disease, place of national origin, sexual orientation, gender expression, or identity."
4. Any person who believes she or he has been subjected to discrimination, or who believes he or she has witnessed discrimination on the basis of handicap, in contradiction of the policy stated above, may file a grievance under this procedure. It is against the law for BCN to retaliate against anyone who files a grievance, or cooperates in the investigation of a grievance.
5. Grievances must be submitted to the Vice President of Human Resources, or designee within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
6. A complaint may be filed in writing, or verbally, containing the name and address of the person filing it ("The Grievant").The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by The Grievant.
7. The Section 504 Coordinator, or designee will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.
8. The Section 504 Coordinator, or designee will issue a written decision on the grievance no later than thirty (30) days after its filing.
9. The Grievant may appeal the decision of the Section 504 Coordinator, or designee by filing an appeal in writing to BCN within fifteen (15) days of receiving the Section 504 Coordinator, or designees decision.
10. BCN will issue a written decision in response to the appeal no later than thirty (30) days after its filing.
11. The Section 504 Coordinator, or designee will maintain the files and records of BCN relating to

such grievances.

12. The availability and use of this grievance procedure does not preclude a person from filing a complaint of discrimination on the basis of handicap with the regional office for Civil Rights of the U.S. Department of Health and Human Services.
13. All BCN team members will be informed of this process during their on-boarding process.
14. BCN will make appropriate arrangements to assure that disabled persons can participate in, or make use of this grievance process on the same basis as the non-disabled. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator, or designee will be responsible for providing such arrangements.

Locations

All Bluegrass Care Navigator locations, including:

Bluegrass Hospice Care

Bluegrass Grief Care

Bluegrass Adult Day Health Care

Bluegrass Palliative Care

Bluegrass Extra Care

Bluegrass Home Primary Care

Bluegrass Transitional Care

Bluegrass PACE Care

Bluegrass Home Health Care

Positions

Bluegrass Hospice Care team members

Bluegrass Grief Care team members

Bluegrass Adult Day Health Care team members

Bluegrass Palliative Care team members

Bluegrass Extra Care team members

Bluegrass Home Primary Care team members

Bluegrass Transitional Care team members

Bluegrass PACE Care team members

Bluegrass Home Health Care team members

Administrative support team members of all BCN departments

References

Title VI of the Civil Rights Act of 1964

Section 504

Age Discrimination Act of 1975:

Title II of the Americans with Disabilities Act

Addendum Below

Addendum 1.13 L

Section 504 Grievance Procedure

Grievance Procedure

It is the policy of Bluegrass Care Navigators (BCN) not to discriminate on the basis of handicap.

BCN has adopted an internal grievance procedure providing for prompt, and equitable resolution of complaint alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or the U.S. Department of Health and Human Services regulations implementing this act. Section 504 states, in part, that "no otherwise qualified, handicapped individual will, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The law and regulations may be examined in the office of BCN's Human Resources Vice President, or designee, who has been designated to coordinate the efforts of Bluegrass Hospice Care to comply with Section 504.

1. Any person who believes she, or he has been subjected to discrimination on the basis of handicap, in contradiction of the policy stated above, may file a grievance under this procedure. It is against the law for BCN to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
2. Grievances must be submitted to Vice President of Human Resources, or designee, Bluegrass Care Navigators, 1733 Harrodsburg Road, Lexington KY 40504, (859) 276-5344 within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
3. A complaint may be filed in writing, or verbally, containing the name and address of the person filing it ("The Grievant").The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by The Grievant.
4. The Vice President of Human Resources, or designee will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.

The Human Resources Vice President, or designee will maintain the files and records of BCN relating to such grievances.

5. The Vice President of Human Resources, or designee will issue a written decision on the grievance no later than thirty (30) days after its filing.
6. The Grievant may appeal the decision of the Human Resources Vice President, or designee by filing an appeal in writing to the President/Chief Executive Officer (CEO), Bluegrass Care Navigators, 1733 Harrodsburg Road, Lexington KY 40504, within fifteen (15) days of receiving the Director of Human Resources, or designees decision. This is the final level of appeal.
7. The President/CEO, or designee will issue a written decision in response to the appeal no later than thirty (30) days after its filing.
8. The availability and use of this grievance procedure do not preclude a person from filing a complaint of discrimination on the basis of handicap with the local Department of Health and Human Services (HHS) office for Civil Rights.
9. BCN will make appropriate arrangements to assure that disabled persons can participate in, or make use of this grievance process on the same basis as the non-disabled. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings.

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	12/2023
Owner	Stephanie Greene: Chief Operating Officer Clinical Services	11/2023
Accreditation Checker	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	10/2023
Policy Writer	David Carper: Counseling Resource Officer	10/2023
Initiator	Sharlene Allnutt: Executive Assistant	10/2023

Status **Active** PolicyStat ID **14056792**

Origination	02/2023	Owner	Elizabeth Fowler: President/CEO
Last Approved	09/2023	Area	Governance-Leadership
Effective	09/2023	References	484.65, BHHC, CQI.1.I.M1 + 4 more
Last Revised	09/2023		
Next Review	09/2024		

Experience of Care Surveys

Purpose

To delineate Bluegrass Care Navigator's (BCN) process for responding to the needs, and expectations of those we serve, and/or their representatives.

Policy

BCN will maintain a patient experience of care program, designed to obtain feedback from those we serve, including patients/families/caregivers, and patient representatives, and to assist BCN in improving performance, as well as planning, or design of care and services. Results are included in the standardized Information Cascade PowerPoint presented to team members, and shared with Senior Leadership, and the Governing Body.

Procedure

BCN will obtain information from those we serve regarding the care and service provided.

Bluegrass Hospice Care:

1. By the 15th of every month, a list of patients discharged during the previous month will be generated, and uploaded to an approved Center for Medicare and Medicaid Services (CMS) third party Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS®) vendor.
2. The Patient Experience of Care Survey, and (HCAHPS®) will be mailed by the vendor to each primary caregiver listed, along with a self-addressed, stamped envelope (SASE) for the surveys return. The vendor will receive and aggregate all survey data. They will send files to CMS' Data Warehouse Manager.

3. The Patient Experience of Care Survey will address questions in the following domains:
    a. Rating of BCN
    b. Willingness to recommend BCN
    c. Communication with family
    d. Getting timely help
    e. Treating patient with respect
    f. Emotional & spiritual support
    g. Help for pain & symptoms
4. Each quarter, the responses will be summarized by the designated member of the Continuous Quality Improvement (CQI) Department, including:
    a. Response rate, at least biannually
    b. Overall experience of care quality measures
    c. Individual survey comments in an anonymous format
5. The summarized data will be used to identify any patterns, trends, or issues. Further analysis will be performed, using performance improvement tools, when improvement areas are identified.
6. Results will be shared with the Quality and Compliance Committee, (QCC) and Senior Leadership who ensures results are available to the governing body. Results are included in the standardized Information Cascade PowerPoint presented to team members by the regional executive director.
7. The information will be utilized in the planning process to design care, and services that meet the needs, and expectations of the patients and their representatives.
8. BCN leadership will immediately address any issues that do not meet the mission, goals, and objectives of BCN.

Bluegrass Grief Care:

1. Experience of care surveys will be conducted in-house quarterly for new program enrollees.
2. The experience of care surveys will be mailed to the client with a SASE, to be returned to the Grief administrative support person for tabulation.
3. The experience of care survey will include two common questions (rating of care, and willingness to recommend) for comparison across lines of business along with other pertinent questions.
4. The responses will be summarized quarterly by the Grief administrative support person, and results shared with the Chief Hospice Officer and the designated CQI representative. Results includes;
    a. Response rate
    b. Overall experience of care quality measures
    c. Individual survey comments in an anonymous format

5. The summarized data will be used to identify patterns, trends, or issues. Further analysis will be performed, using performance improvement tools, when improvement areas are identified.
6. Results will be shared with the QCC, and Senior Leadership, who ensures results are available to the governing body. Results may be included in the standardized Information Cascade PowerPoint presented to team members.
7. The information will be utilized in the planning process to design care, and services that meet the needs and expectations of the clients, and their representatives.
8. BCN will immediately address any issues that do not meet the mission, goals, and objectives of Grief Care.

Bluegrass Program for All Inclusive Care of the Elderly (PACE)/ Adult Day Health Care:

1. Experience of care surveys will be conducted in-house annually for new program enrollees.
2. The experience of care surveys will be mailed to the patient/caregiver with a SASE to be returned to the designated CQI department representative for tabulation.
3. The experience of care survey will address two common questions (rating of care and willingness to recommend) for comparison across lines of business, along with other pertinent questions.
4. The responses will be summarized annually including:
    a. Response rate
    b. Overall experience of care quality measures
    c. Individual survey comments in an anonymous format
5. The summarized data will be used to identify patterns, trends, or issues. Further analysis will be performed using performance improvement tools, when improvement areas are identified.
6. Results will be shared with the QCC, and Senior Management, who ensures results are available to the governing body. Results are included in the standardized Information Cascade PowerPoint presented to team members.
7. The information will be utilized in the planning process to design care and services that meet the needs and expectations of the patients, and their representatives.
8. Clinical Operations will immediately address any issues that do not meet the mission, goals, and objectives of Adult Day Health Care.

Bluegrass Home Primary Care:

Surveying Home Primary Care has not yet begun

Bluegrass Palliative Care:

1. Experience of care surveys will be conducted in-house quarterly for new program enrollees.
2. The experience of care surveys will be mailed to the patient with a SASE to be returned to the

designated CQI representative for tabulation.

3. The experience of care survey will include two common questions (rating of care, and willingness to recommend), for comparison across lines of business along with other pertinent questions.
4. The responses will be summarized quarterly including;
    a. Response rate
    b. Overall experience of care quality measures
    c. Individual survey comments in an anonymous format
5. The summarized data will be used to identify patterns, trends, or issues. Further analysis will be performed, using performance improvement tools, when improvement areas are identified.
6. Results will be shared with the QCC, and Senior Leadership, who ensures results are available to the governing body. Results are included in the standardized Information Cascade PowerPoint presented to team members.
7. The information will be utilized in the planning process to design care and services that meet the needs and expectations of the patients and their representatives.
8. Palliative and Clinical Operations leadership will immediately address any issues that do not meet the mission, goals, and objectives of Palliative Care.

Bluegrass Home Health Care

1. By the 15th of every month, a list of patients discharged during the previous month will be generated and uploaded to an approved Center for Medicare and Medicaid Services third party CAHPS vendor.
2. Only patients whose home health care is paid by Medicare or Medicaid will be included in the CAHPS Survey. Patients enrolled in a Medicare Advantage (MA) health plan such as a MA health maintenance organization, a MA preferred provider organization (PPO) or a Medicare private fee-for-service (PFFS) plan, are considered Medicare patients and are eligible to be included in the survey. In addition, patients whose home health care is paid for by a Medicaid managed care plan are eligible to be included in the survey.
3. The Patient Experience of Care Survey will be mailed to each patient on the list by the third-party vendor, along with a self-addressed, stamped envelope (SASE) for the return. The third-party vendor will receive and aggregate all data. They will send files to CMS' Data Warehouse Manager, RAND Corporation.
4. At least forty (40) completed HHCAHPS surveys over the four-quarter reporting period are necessary to receive Star Ratings.
5. The Patient Experience of Care Survey will address questions in the following domains:
    a. Care of patients (questions #9, 16, 19 and 24).
    b. Communication between providers and patients (questions #2, 15, 17, 18, 22 and 23).
    c. Specific care issues (questions #3, 4, 5, 10, 12, 13 and 14).
    d. Willingness to recommend this home health agency

6. Each quarter, the responses will be summarized by the Patient Experience Manager, including:
    a. Response rate, at least biannually
    b. Overall experience of care quality measures
    c. Individual survey comments in an anonymous format
7. The data will be summarized to identify any patterns, trends, issues. Further analysis will be performed, using performance improvement tools, when areas in need of improvement are identified.
8. Results will be shared with the Quality and Compliance Committee and senior management, who in turn forward the information on to the governing body. The information is presented to clinical team members quarterly by the Home Health Care Executive Director.
9. The information will be utilized in the planning process to design care and services that meet the needs and expectations of the patients and their representatives.
10. Senior management will immediately address any issues that do not meet the mission, goals, and objectives of Home Health Care.

Approval Signatures

Step Description	Approver	Date
Publisher	Denise Moncivaiz: Policy and Performance Improvement Analyst	09/2023
Owner	Elizabeth Fowler: President/ CEO	09/2023
Accreditation Checker	Joanne Luke: Director of Quality and Patient Safety Officer	08/2023
Policy Writer	Eugenia Smither: Corporate Compliance Officer/VP Compliance & Quali	08/2023
Initiator	Sharlene Allnutt: Executive Assistant	08/2023

References

484.65, BHHC, CQI.1.I.M1, HH6-4A.05, LD.04.03.01, PI.01.01.01, RI.01.07.01

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
Full-Time (FTE)	$ 60,743.00	$ 35,000.00	$ 25,743.00
Part-Time	$ -		
PROGRAM STAFF SALARIES TOTALS	$ 60,743.00	$ 35,000.00	$ 25,743.00
2. STAFF FRINGE BENEFITS			
TOTAL FRINGE BENEFITS (XX% of total pay)	$ -	$ -	$ -
3. CONSULTANT SERVICES			
TOTAL CONSULTANT SERVICES	$ -	$ -	$ -
4. SPACE/FACILITIES			
Lodging	$ 56,538.00	$ 30,000.00	$ 26,538.00
TOTAL SPACE/FACILTIES	$ 56,538.00	$ 30,000.00	$ 26,538.00
5. OPERATING EXPENSES			
Transporation	$ 3,139.00	$ 3,139.00	$ -
Food	$ 11,543.00	$ 11,543.00	$ -
TOTAL OPERATING EXPENSES	$ 14,682.00	$ 14,682.00	$ -
6. SCHOLARSHIPS/STIPENDS			
TOTAL SCHOLARSHIPS/STIPDENDS EXPENSES	$ -	$ -	$ -
7. OTHER			
Indirect Cost (10%)	$ 13,196.00	$ 7,968.00	$ 5,228.00
TOTAL OTHER EXPENSES	$ 13,196.00	$ 7,968.00	$ 5,228.00
TOTAL FY2025 PROGRAM BUDGET	$ 145,159.00	$ 87,650.00	$ 57,509.00

Agency Name:	Community Action Council
Mailing Address:	PO Box 11610, Lexington, KY 40576
Street Address:	710 W High Street, Lexington, KY 40508
Phone:	859-233-4600
Website Address:	www.commaction.org
Agency Representative:	Sharon Price, Executive Director
Agency Representative Contact Information:	859-233-4600, sharon.price@commaction.org
Program Contact Person:	Marty Jones, Director, Housing and Homeless Services
Program Contact Information:	859-233-4600, marty.jones@commaction.org
Person Completing Application:	Sarah Hill, Community Development Specialist
Program Title:	Emergency Family Housing
Total Funding Request:	$245,406
Project Summary:	Since 2015, Community Action Council (the Council), through funding from the Office of Homelessness Prevention and Intervention (OHPI) and, more recently, LFUCG's Extended Social Resource (ESR) program, has operated the Emergency Family Housing (EFH) program. EFH is the only emergency shelter program among Lexington's shelter network that allows two-parent and group families to remain together while facing the stresses and pressures associated with episodes of homelessness. EFH uses a distinctive shelter model that combines scattered-site units and short-term unit accommodations to provide emergency shelter annually for as many as 20 families. All participants receive intensive **case management** services to assist them as they seek permanent housing.

4.1 General Shelter Information: The Council has extensive experience in housing-related matters, including the provision of assistance to people experiencing homelessness. It currently operates no less than 11 programs in the areas of permanent supportive housing, rapid rehousing, rental assistance, and assertive street outreach. In recent years, the Council has partnered with OHPI to provide emergency, non-congregate winter shelter at local hotels for households experiencing homelessness. CAC coordinated safe meal delivery for residents and provided a small stipend for necessary personal care items and other household supplies not provided at the hotel. Since the winter shelter program began, the Council's has provided short-term emergency shelter for more than 547 households, including 721 program participants and 31 children. Through the Transitional Housing Pilot Program (THPP), which began in 2022, the Council has assisted 130 individuals, including 34 children, and 70 households. THPP has also been able to provide supportive services for 410 individuals, including 120 children, and 211 households. Fifty-four percent of THPP households have been able to obtain permanent housing either at exit or after exiting. The Council's history of successful management of both short-term non-congregate shelter operations and transitional housing operations makes it an ideal candidate to fill the need for non-traditional shelter options.

Emergency Family Housing (EFH) utilizes a non-traditional shelter model to annually meet the emergency shelter needs of up to 60 persons—or 20 **two-parent and group families** meeting the definition of "family" under HUD's Equal Access Rule—originating in Lexington-Fayette County through short-term hotel stays or up to 90 days in a master-leased apartment, or some combination, without requiring family separation. Extensions beyond 90 days are made on a case-by-case basis. Depending on a family's circumstances and strengths, some may "transition-in-place," an approach allowing families to 'take over" a lease, thus remaining in a unit

independently. This approach promotes stability in housing.

The Council employs a scatter-site model in its approach to emergency housing. This non-traditional, scatter-site model has been shown to be significantly more cost-effective than housing families in traditional shelter facilities. A 2009 Policy Brief from the Institute for Research, Training and Technical Assistance at Beyond Shelter suggests that the monthly cost of housing families in traditional shelters could be as much as two to three times as expensive as the Fair Market Rent (FMR) identified by the Department of Housing and Urban Development (HUD). Secondly, the use of scatter-site apartments has been shown to provide a stabilizing influence on families in crisis. Families can enjoy a sense of privacy and normality not available in shared and common spaces found in traditional shelters. Finally, scatter-site units can also reduce or eliminate the stigmatization that many families may feel as a result of staying in a shelter environment. In these respects, scatter-site units can help provide families with internal motivation and a sense that they are making active progress toward achieving self-sufficiency. Finally, the model provides additional protections as a non-congregate shelter option during public health emergencies, like the COVID-19 pandemic.

The Council's **person-centered, strengths-based approach** helps meet families where they are to address their **immediate and ongoing needs**, such as obtaining **personal care items and accessing local resources**, such as food or clothing banks, as it assists them in rapidly obtaining permanent housing. **Referrals are accepted M-F, 8:30am-5:00pm, via phone, email or in-person. Referrals after 5:00 are accepted on a case-by-case basis.** As a participant in the Housing Triage System (Lexington's Coordinated System of Entry) and an operator of an Assertive Street Outreach program funded through SAMHSA, the Council is well-positioned to quickly establish contact with families experiencing homelessness and is committed to ensuring

quick and equitable access based on acuity.

Policies and Procedures: During the intake process, EFH staff explain the program and ask families to complete the initial paperwork. Participants are given a tenant briefing packet which includes information regarding fair housing requirements, **general expectations and responsibilities of tenancy**. The tenant briefing packet includes the Participant Program Agreement, Program Goals, Values and Outcomes, and Participant and Community Complaints procedures, which outline the Council's efforts to **convey clear expectations and its commitment to treating participants with dignity and respect**. These policies (see attachments) also provide information on how the Council **involves participants in the governance** of its Housing programs, including EFH.

An emphasis on **inclusion and outreach** is embedded in the Council's culture and its policies and procedures. Its tripartite board is comprised of one-third of representatives from communities with low income, the public sector, and the private sector. Staff are highly diverse and representative of a cross-section of the communities it serves. In terms of accessibility for persons with disabilities, EFH arranges, as needed, short-term hotel accommodations that are accessible for persons with disabilities. The Council also works with local landlords and others to identify and obtain ADA-compliant units. For those with limited English proficiency, the Council employs a number of bilingual staff to reduce language barriers across all its programs and services. In instances in which a bilingual staff member is unavailable or the language spoken is not represented by staff members, the Council contracts with Accipio Language Services to ensure access and reduce language barriers.

Staffing: Mr. Marty Jones, Director of Housing and Homelessness Services (DHHS), is primarily responsible for programmatic oversight, quarterly reporting and ensuring that the

program continues to meet outcomes. He has a Master of Public Administration degree from the University of Kentucky. Mr. Jones joined the Council in July 2010 and has come to play an integral leadership role in the Council's housing programs throughout the Council's four-county service area and the Region 6 Balance of State.

Francia A. Gonzalez, Housing Case Management Specialist, is also a HUD-certified housing counselor with Community Ventures Kentucky, a 501(c)3 nonprofit organization with a community and civic development focus. She has three years of housing-related experience, including counseling individuals and families in such areas as budgeting, saving, credit building, obtaining and keeping employment, childcare, and home maintenance and upkeep. In coordination with DHHS, Ms. Gonzalez works with local shelters and other partners to rapidly move families toward permanent housing solutions. Council partners she has worked with have included The Nest, God's Pantry, and New Vista.

4.2 <u>Rapid Resolution, Housing-Oriented</u>: Staff begin discussing diversion at first contact with the completion of a pre-screener to **identify potential alternatives** (including financial assistance and mediation) and determine EFH eligibility. The Council's **diversion strategies** include motivational interviewing and information gathering, referrals to community resources, increasing income. Staff work with the participant to determine their current overnight situation, how long that situation can be maintained, and other temporary options that may be available to them, such as staying with friends or family. A crucial part of this process is offering referrals and assistance connecting to other community resources such as assistance with employment, child care, obtaining legal documents, behavioral and physical health services, Legal Aid/Fair Housing Council, or veterans assistance. In the most recent, two year funding period, the Council

assisted nearly 300 households with support for obtaining services, financial resources, and entering housing outside of EFH dollars.

When diversion is not an option, staff complete a thorough intake process at program entry, explaining the EFH program and assisting the family in completing initial paperwork. As a component of its **comprehensive case management strategy** and incorporating best practices (including **trauma-informed care**), staff **immediately begin working with families to reduce barriers**, such as utility/rental arrears, unemployment and soft skills development, and the high cost of childcare in order to link participants with available housing resources as quickly as possible. Staff assist families in **accessing mainstream resources and other public benefits** to increase access to available income support. Staff also assist participants in obtaining **vital records and other eligibility documentation** and enrolling in job training/job search assistance or educational programs. Transportation assistance may also be provided, as necessary.

Staff and families **meet at least weekly, or more frequently if needed, to discuss housing options and assess progress toward goals.** For guests that remain for more than 14 days, staff complete the Vulnerability Index–Service Prioritization Decision Assistance Prescreen Tool (VI-SPDAT) and enter them into the Housing Triage Lexington Coordinated Entry. The VI-SPDAT assists staff in developing individualized goals and housing plans, including developing safety plans for those fleeing **domestic violence**.

The Council utilizes its emergency shelter data in coordination with data available through the LexEndHomelessness data portal **to identify trends in service needs, monitor the availability of housing resources, and assess performance measures, including program exits, successful housing placements and system reentries**. The Council's staff host weekly Housing Team meetings to discuss issues or concerns within the Council's multiple supportive

housing and homelessness programs, identify frequent system users and develop strategies to address the needs of program participants. The DHHS participates in LFUCG's Office of Homelessness Prevention and Intervention (OHPI) Board and committee meetings and coordinates with program and agency partners for system-level planning.

The Council's EFH program **partners with many service providers, including New Vista, Greenhouse17, Jubilee Jobs, Fayette County Public Schools**, and others, to assist families in transitioning to permanent, stable housing as rapidly as possible. As the Council's EFH program is targeted to provide emergency shelter services for two-parent and group families rather than single parents with children or individuals, it generally has not received many requests for services from persons fleeing domestic violence. However, when working with persons fleeing domestic violence, the Council's EFH program will work closely with local providers, such as Greenhouse17, that specialize in services for individuals impacted by interpersonal violence. The Council partners with Greenhouse17 through Lexington's Continuum of Care. The Council will utilize its relationship with Greenhouse17 and these programs to ensure **persons fleeing domestic violence** receive the most appropriate and safe services as quickly as possible.

4.3 <u>Low-Barrier</u>: The Council is committed to a **low-barrier** program model to meet the needs of **two-parent and self-defining group families** seeking emergency shelter as a family unit. The Council **works closely with OHPI, OneDoor Lexington, local shelters, housing providers, and social service** agencies to ensure **flexible and predictable access** for families, **provide appropriate referrals** and **identify alternative funding** to support EFH and guests. Families are **not required to contribute funds and/or labor** as a condition of shelter, **nor are they required to participate in classes or programs**. The Council **partners with the Lexington Humane Society and local storage facilities to accommodate pets and personal**

belongings, as needed.

The Council's EFH program sets **minimal and reasonable requirements** for guests. The tenant briefing packet outlines the Council's **expectations** for program participants and, by signing the Participant Program Agreement (PPA), families agree to: comply with housing requirements, maintain the shelter unit in a clean and safe condition, and acknowledge that vacating a housing unit for more than five days without notifying EFH staff may result in program exit. Participants may also be expelled for gross misconduct, such as engaging in behaviors that place the health and safety of fellow tenants, service providers, or property at significant risk. Final decisions regarding termination will be addressed between EFH staff and supervisors and, as necessary, property owners/managers. Participants will have the right to appeal against the decision, the process for which is provided to each family during intake.

Anecdotally, the Council has seen an impact post-COVID in the ability to access affordable rental units to support this program. This is likely due to the increased demand in the housing market overall, including increased income eligibility requirements and fewer affordable rental properties available. Additionally, the Council had several households that had required longer than is normal to place due to family size or other barriers. Due to property damages and delays in completing the necessary repairs taking longer than usual, property turnover between households also took longer than expected.

Since the program's inception in 2015, 145 households (531 clients, 257 of whom are children) have received emergency shelter services through EFH, including 132 people with a serious condition (alcoholism, substance use, mental illness, etc.) and 34 people with a history of domestic violence. Over the same period, 82 percent of indivduals have exited to permanent housing and 124 had income upon exiting the program of which 72 had earned income. In the

past twelve months, two households exited the program due to rules violations, one for criminal activity (the adult was jailed and the children were placed in foster care) and the other for physically aggressive behavior toward hotel staff.

4.4 Actual Results

Please see the attached CoC APR reports for the Council's program from January 1, 2023, to December 31, 2023.

4.5 Budget, Appropriateness and Budget Feasibility

	TOTAL
***Number of individual beds available:	16
***Number of units available for families, if applicable:	5
Funds requested from LFUCG:	$245,406
Average nightly census for individuals based on KYHMIS data:	9
Average nightly census for families based on KYHMIS data:	3
Total annual budget for shelter (all funding sources):	$245,406
% LFUCG investment (LFUCG Request/Total Budget * 100):	100**%**

Funding Sources: The Council is fully cognizant of the costs associated with operating housing and homelessness programs and will continue to aggressively seek additional funding, including ESG, CDBG, CSBG and others, to sustain and grow the program. The Council's grant writing team within the Office of Sustainability coordinates regularly with the DHHS to identify potential grants and other funding opportunities. EFH partners with Red Roof Inn, Bluegrass Extended Stay, Lexington Housing Authority, local landlords, Hope Center, Salvation Army, Arbor Youth Services, Kentucky Counseling Center, New Vista, Lexington Humane Society, and others to help make this approach possible. **The Council leverages its supportive/permanent housing programs and other services (Head Start, LIHEAP, and**

CSBG), as appropriate. Leveraging available funding ensures that EFH guests can access all available resources and provides crucial support as the family exits to permanent housing and towards self-sufficiency.

Budget Narrative

The Council is requesting funding in the amount of $245,406 to provide emergency non-congregate overnight shelter for two-parent and group families experiencing homelessness. Costs are itemized below.

TOTAL FUNDING REQUEST: $245,406

Salaries—$66,373- to support the following positions:

Housing Case Management Specialists – 1.5 FTE

Director of Housing and Homeless Services – 0.04 FTE

Fringe Benefits—$18,635 for the following benefits:

FICA – $5,423 paid at the cost of 7.65 percent of gross wages for employees' Social Security (FICA).

Workers Compensation – $394 paid at state rates for varying classes. Workers' Compensation is budgeted at a percentage of gross wages based upon the classification of the employees operating within the program and according to the Council's average historical cost.

Disability Insurance – $269 paid at 0.39 percent of gross wages according to the Council's average historical costs.

Accrued Leave – $4,509 paid to employees for annual and sick leave time accrued in accordance with the leave accrual schedule.

Pension- $4,043 paid at approximately 8.0 percent of employees' salaries toward employees' retirement

Health Insurance - $3,741 paid based upon plan selected by employee.

Life Insurance- $256 paid at 0.096 percent of gross wages

Travel—$804 to support in area travel expenses at a cost of $0.67 per mile and use of shared fleet vehicles for food delivery and participant transportation.

Contracts - $2,500 to support cleaning services between transitions of beneficiaries in units rented by The Council.

Client Benefits - $121,927 to support the following expenses:

Short-term Hotel - $10,079 for emergency short-term hotel accommodations at an average cost of $89.99 per night for as many as 112 nights.

Rent - $64,500 to provide five scatter-site, master-leased apartment units to operate emergency shelter service for two-parent and group families. Calculated at an average cost is $1,075 per month for 12 months per unit for five units.

Client Benefits - $29,348 to provide funding to support client benefits such as transportation expenses, furniture, moving costs, security deposits, and utility deposits.

Utility Expense- $18,000 to pay for utilities and arrears for non-congregate rental units master-leased by the Council for use in this program.

Other: Operating Expenses—$1,800 to support the following expenses:

Household Supplies Expense– $500 to provide basic household supplies, such as cleaning items, basic kitchenware, and other items upon program entry.

Office Supplies – $300 to provide basic office supplies

*Training Expen*se- $1,000 to provide staff training to support program operations.

Other: Miscellaneous –$6,488 to provide for other expenses, including insurance and bonding, software license, building repair and maintenance, postage and freight, meeting, information technology services, communications, and facilities.

Indirect Cost –$26,879. To provide for the portion of costs related to administrative functions such as Accounting, Human Resources, and the Office of the Executive Director (as approved by the HHS Indirect Cost Rate Agreement). This expense is calculated at the rate of 12.3 percent of direct expenses based on actual current operations.

TOTAL PROGRAM BUDGET - $245,406

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
Full-Time (FTE): 1.54 FTE	66,373	66,373	
PROGRAM STAFF SALARIES TOTALS	**66,373**	**66,373**	
2. STAFF FRINGE BENEFITS			
FICA, Worker's Comp, Pension, Health Insurance, et	18,635	18,635	
TOTAL FRINGE BENEFITS (7.65% of total pay)	**18,635**	**18,635**	
3. CONSULTANT SERVICES			
Custodial Maintenance	2,500	2,500	
TOTAL CONSULTANT SERVICES	**2,500**	**2,500**	
4. SPACE/FACILITIES			
TOTAL SPACE/FACILTIES			
5. OPERATING EXPENSES			
Short-Term Rental (Apartment)	64,500	64,500	
Short-Term Rental (Hotel)	10,079	10,079	
Insurance and Bonding	888	888	
Household Supplies	500	500	
Security Deposits	16,348	16,348	
Utility Deposits	2,100	2,100	
Utility Expenses	18,000	18,000	
In-Area Travel	804	804	
Other Client Benefit (Furniture, Transportation Assis	10,900	10,900	
Training	1,000	1,000	
Office Supplies	300	300	
TOTAL OPERATING EXPENSES	**125,419**	**125,419**	
6. SCHOLARSHIPS/STIPENDS			
TOTAL SCHOLARSHIPS/STIPDENDS EXPENSES			
7. OTHER			
Shared Costs	5,600	5,600	
Indirect Cost (12.3%)	26,879	26,879	
TOTAL OTHER EXPENSES	**32,479**	**32,479**	
TOTAL FY2025 PROGRAM BUDGET	**245,406**	**245,406**	

AFFIDAVIT

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

1. His/her name is Sharon Price and he/she is the individual submitting the proposal or is the authorized representative of Community Action Council, 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Sharon Price on this the 24th day of April, 2024

My Commission expires: 7/18/2027

NOTARY PUBLIC, STATE AT LARGE

CAMISHA D. POWELL
NOTARY PUBLIC
ID # KYNP13726
COMM. EXPIRES
07/18/2027
STATE AT LARGE
KENTUCKY

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.

P Ruiz
Signature

Community Action Council
Name of Business

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

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

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

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

04.24.24
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Community Action Council

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	6	1	1		1		3									1	5
Professionals	176	17	63	3	17	10	58				1		1	2	4	32	144
Superintendents																	
Supervisors	30	2	13			3	12									5	25
Foremen																	
Technicians	10	2	2			3	3									5	5
Protective Service																	
Para-Professionals	235	3	125		55		46				1			1	4	4	231
Office/Clerical	18		5		3	1	8								1	1	17
Skilled Craft	5		3	1			1									1	4
Service/Maintenance	12	2	3			3	4									5	7
Total:	492															54	438

Prepared by: Samanatha Anderson **Date:** 4 / 23 / 24

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Community Action Council

Complete Address: 710 W. High St. Lexington 40508
Street City Zip

Contact Name: Samanatha Anderson Title: HRIS Manager

Telephone Number: 859-233-4600 Fax Number: 859-244-2220

Email address: samanatha.anderson@commaction.org

COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES

OPERATIONS MEMORANDUM

Subject: Affirmative Action Plan

Number: A-1990-G
Change No: 2
Replaces: Affirmative Action Policy A-1990-G

Effective Date: Immediately

Reference: N/A

Expiration Date: None

Approval: Board of Directors

Type: Policy

Date: January 24, 2018

DISTRIBUTION:

-Operations Manual Distribution List A
-Members, Personnel Committee, Board of Directors
-Steve Amato, General Counsel
-All employees (via payroll 2/7/18)

FILING INSTRUCTIONS (Persons with Operations Manual):

1) Pen and Ink Change to the Manual Index:
On page 2 of the Index (A-1986-F, Change 3) under the heading, Administration, locate the entry "Affirmative Action Plan A-1990-G, and add a "1" in the Changes column.

2) Locate Operations Memorandum A-1990-G in your manual. (It should be filed in Volume A by year and issue sequence.)
   a. Remove and destroy A-1990-G, Change 1
   b. Replace with this change.

BACKGROUND

The Attachment to this Memorandum is Community Action Council's Affirmative Action Plan. The Plan describes the Council's goals and policies, and certain procedures in the areas of Equal Opportunity and Affirmative Action. The plan is a policy document and, as such, takes precedence over any other administrative or intra-office procedures in the event of a conflict.

RESPONSIBILIITES

All Community Action Council employees are expected to comply with the requirements of the Plan.

All Community Action Council supervisory personnel are accountable for ensuring that the operations under their supervision are in compliance with the Plan.

All delegate agencies, supporting corporations and organizations with program contracts must ensure that those aspects supported by funds received from Community Action Council are in compliance with the requirements of the Plan.

COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES

AFFIRMATIVE ACTION PLAN

I. INTRODUCTION

A. PURPOSE AND SCOPE OF PLAN

This Affirmative Action Plan is designed to:

1. Prevent discrimination in this agency, delegate agencies and institutions in the four-county area.
2. To work toward assisting local groups to prevent discrimination in their communities.

Community Action Council is an Equal Opportunity employer. There shall be no discrimination in hiring and employment because of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political belief or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

B. POPULATION OF COUNTIES – SEE ATTACHMENT

C. STATEMENT OF COMPLIANCE

Community Action Council is responsible for compliance with all applicable Equal Opportunity policies as established by the Board of Directors, and laws, as set forth by the Civil Rights Act, to insure non-discrimination based on race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

1. Civil Rights Act of 1964 as amended. Title VII of the Civil Rights Act of 1964 prohibits discrimination in employment by most employers of 15 or more persons on the grounds of race, religion, sex, age, color, national origin or handicap. This Title is administered by the U.S. Equal Employment Opportunity Commission).

2. Executive Order 11246 – Part II prohibits employment discrimination by certain government contractors and requires them to take Affirmative Action to remedy the effects of past discrimination. (This Order is administered by the Office of Federal Contract Compliance, U.S. Department of Labor). It has designated government contractors.

3. Section 504 of the Rehabilitation Act of 1973, as amended, and, as required by 11914, which provides that no otherwise qualified handicapped individual shall, solely on the reason of handicap, be excluded from participation in, be denied direct benefits of, or be subjected to discrimination under any program or activity.

4. Title VI of the Civil Rights Act prohibits discrimination in service or use of facilities by federally assisted programs.

5. Executive Order 13087- prohibits discrimination on the basis of his, or her, sexual orientation.

This plan and policy shall also be flexible enough to include all new human rights programs and regulations as they are created and implemented. Community Action Council maintains an Affirmative Action Plan in compliance with the above listed legal mandates. The plan will ensure that employees are recruited, hired and promoted on the basis of ability, experience and training without regard to race, religion, gender, age, color, national origin, handicap, marital status, sexual orientation or political belief or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

D. MASTER PURPOSE

Community Action Council's Affirmative Action master purpose is to implement a positive policy prohibiting discrimination because of race, religion, gender, age, color, national origin, handicap, marital status, sexual orientation, political belief or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations and to give assistance within our agency's systems and sub-systems and also outside the agency. This includes assurance of compliance with Title VII of the Civil Rights act of 1964, as amended; Executive Order 11246, and other human rights policies or directives as may be implemented in the future.

Community Action Council will give preference to those vendors who are demonstrating an affirmative action equal employment opportunity policy. Minority-owned vendors shall also be given preference. No business will knowingly be transacted with firms that are not in conformance with policies stated in Section I-C of this Plan.

II. ADMINISTRATION

A. BOARD OF DIRECTORS

The Board of Directors of Community Action Council shall be responsible for the determination of goals of the Equal Opportunity Program within the regular work programs of the agency. The Board shall have responsibility of planning, implementing, conducting and evaluating the Equal Opportunity Program. In addition, the Board shall take steps necessary to assure compliance within the Council in accordance with appropriate Acts of Congress, Federal Contract Compliance Regulations and other applicable regulations.

The Board is responsible for: Determination of major personnel, fiscal and program policies; determination of overall plans and priorities, and final approval of all program budgets.

The Board shall establish the Personnel Committee, which shall have important advisory functions. The Personnel Committee shall fairly reflect the composition of the Board, with at least 1/3 of the members as representatives of the poor, and there shall be representation from all of the minority groups.

The Executive Director shall, with concurrence of the Board of Directors, select and appoint the Chairperson of the Staff Equal Opportunity Committee, and providing the Staff Equal

Opportunity Chairperson with the duties, responsibilities and accountability as prescribed in this notice.

The Board shall receive regular reports from the Personnel Committee on its progress in monitoring and evaluating the Affirmative Action Plan and Programs, with recommendations for improvement of same. The Board shall provide to the chief staff official of the Council through its power to delegate the responsibility and authority to implement, through administrative procedures, the Equal Opportunity Policy of the Board.

The Board shall ensure that appropriate policies provide protection and redress for those who have alleged discrimination and provide for the exoneration of those found innocent of charges of discrimination.

The Board shall ensure that all individuals eligible to receive the benefits of the program, directly or indirectly, shall have an equal opportunity to do so. Furthermore, any disparity found in the opportunities offered to the constituency, within the geographical area of services of the Board, will be corrected through the development of adequate policies, which will be implemented by the staff. And, within this frame of reference, the Board shall establish meaningful, measurable criteria in equal opportunity, which will become a major factor in the staff performance evaluation of the Council.

The Board shall adopt a policy to ensure that all of the Council's contractors, vendors and suppliers of services, are equal opportunity employers, or are willing to become same, immediately.

The Board shall ensure that no recipient or other person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Section 624 of the "Act", "or because he/she has made complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing. The identity of all complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder."

The final approval, decision, authority and responsibility for the implementation of the Equal Opportunity Policy and Affirmative Action Plan and Program shall be that of the Board to ensure equal opportunities for all.

The Board shall require an annual evaluation of effectiveness of the Equal Opportunity Policy and the Affirmative Action Plan and Program. It shall be the role of the Personnel Committee to perform this evaluation utilizing all of the staff resources available to it.

The Board shall provide the necessary resources for an Equal Opportunity Policy and Affirmative Action Plan and Program, implementation, development and evaluation.

B. PERSONNEL COMMITTEE

The functions of the Personnel Committee shall be:

To provide the Board with regular progress reports of the monitoring and evaluation of the Council and delegate agencies' efforts to implement the Equal Opportunity Policy and Affirmative Action Plan and Program.

Through the study and survey, to identify specific problems to be resolved within a short and long range time frame.

To develop and recommend to the Board specific goals and objectives that will eliminate any disparate effect found as a result of the survey and study.

To receive staff assistance from the Staff Equal Opportunity Chairperson and perform an annual evaluation of the staff Equal Opportunity Committee's effectiveness in rendering staff assistance to the Personnel Committee. The staff evaluation shall be submitted to the Executive Director in the form of a recommendation.

To be responsible for identifying and securing resources that will enable all staff to become more proficient in the area of Human Rights, which will be recommended to the Executive Director for implementation.

To provide the leadership in conducting a continuing campaign to eradicate every form of prejudice or shall not discriminate against any person on the basis of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations. discrimination based on race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, or political belief, within the scope of the Council's operations.

To ensure that the Personnel Committee composition fairly reflects the composition of the Board and the minority and female composition of the poverty population of the community, and that its composition shall be no less than nine persons.

To ensure an annual evaluation of effectiveness of the Equal Opportunity Policy and Affirmative Action Plan and Program utilizing all of the staff and resources available to it.

C. STAFF EQUAL OPPORTUNITY CHAIRPERSON

The staff Equal Opportunity Chairperson will be given the necessary top management support to execute the job. His/her identity will appear on all internal and external communications regarding the agency's Equal Opportunity Program. The Chair's responsibilities will include, but are not limited to:

Provide staff and technical assistance to the Personnel Committee, the Board and the Executive Director in the implementation of the Equal Opportunity Policy and the Affirmative Action Plan and Program.

Provide direction and guidance to the Personnel Committee and top-level management in the development, implementation and analysis of the study and survey which will identify problem areas, internally and externally, and in the design of the solution of the problem areas.

Assist the Personnel Committee in the mobilization of minority groups, public and private organizations and agencies in the area served in the development of solutions to the problem areas.

Provide staff assistance to the Personnel Committee in its monitoring and evaluation of the implementation of the Equal Opportunity Policy and Affirmative Acton Plan and Program.

Keep the Personnel Committee, the Board and the staff informed of the latest developments in equal opportunity, and affirmative action.

Make periodic audits of the program participation and beneficiary patterns, report to the Executive Director and Personnel Committee any impediments that prevent minorities and women from enjoying full opportunities to participate in all Council sponsored programs.

Make periodic audits of the hiring and promotional matters, reporting to the Personnel Committee any impediments that prevent minorities and women from enjoying full opportunities to participate in Council sponsored training, educational activities, services, hiring and promotional programs, leading to upward or outward mobility.

Serve as the liaison between the Council, Civil Rights enforcement agencies and minority and female organizations.

Provide technical training and assistance to the Equal Opportunity Counselors of the Council and receive and compile their regular reports.

D. EQUAL OPPORTUNITY COUNSELOR

Any employee or applicant for employment, program participant, or applicant for program participation or benefits, either directly or indirectly, who believes that he/she has encountered discrimination on the basis of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations must first consult with an Equal Opportunity Counselor, prior to filing a formal complaint. The complainant may select any counselor of his/her choice, who is appointed to serve the Council.

Counselors may be appointed through a process wherein the employees participate in the selection. There shall be at least one counselor appointed for each 25 employees of the Council and its delegate agencies. The list of appointments shall be submitted to the Executive Director for concurrence.

The Equal Opportunity Counselor will provide the complainant with information on both the procedure for filing a formal complaint of discrimination and the procedure for initiating a grievance under agency procedures.

The Equal Opportunity Counselor will have access to any information which is necessary to adequately conduct the inquiry and which will provide the complainant, in writing, a basis for determining whether or not there are grounds to file a formal Civil Rights complaint, or a personnel grievance.

A confidential relationship shall be maintained between the complainant and the Equal Opportunity Counselor. The Counselor shall not reveal the identity of the complainant, except when authorized in writing to do so by the complainant, and only to the authorized enforcement agencies, when the complainant has filed a formal complaint. The authorized enforcement agencies are:

Local and State Civil Rights Commissions; Federal Equal Employment Opportunity Commission (under Title VII).

At any stage in the presentation of the complaint, including the counseling stage, the employee, program participant or applicant for program participation shall have the right to be accompanied, represented and advised by a representative or attorney of his/her choice. The employee, program participant or applicant for program participation, as well as the representative (if also an employee of the agency), shall have a reasonable amount of official time to present the complaint.

Unless a time extension is approved by the EO chair, the EO Counselor shall conduct his or her full interview with the aggrieved person within four (4) weeks of the date in which the matter was brought to his/her attention by the aggrieved person. The EO Counselor shall advise the aggrieved person in the final interview of his/her right to file a formal complaint of discrimination and of the time limits for filing such a complaint.

If the complainant is a program participant and the complaint is in writing, the Counselor shall utilize all methods of assistance at his disposal, (e.g. investigation, mediation, arbitration, etc.) in an effort to informally resolve the matter.

When the complaint becomes formal, the Equal Opportunity Counselor shall assist the complainant in completing the necessary forms and provide the complainant with a written report of all inquiries, interviews and copies of legally releasable documents gathered during the inquiry. Copies of all information shall be held by the Equal Opportunity Counselor in confidence, and released only to an authorized investigating official(s).

The Equal Opportunity Counselors should have regularly scheduled meetings to summarize complaints brought to their attention. These meetings will identify complaints, and shall be used only to identify the problem areas. The Equal Opportunity Committee shall identify and actively try to resolve problem areas.

The Council is committed to assuring that the role of the Equal Opportunity Committee is sufficiently flexible to ensure that informal resolution of complaints may result whenever possible. The Council shall provide adequate support in terms of cooperation, priority, and designation throughout the organization, resources and time to enable the Counselors to be effective in the counseling role.

III. NON-DISCRIMINATION POLICIES IN EQUAL EMPLOYMENT

A. DEFINITION

Non-discrimination – The objective is to obtain qualified employees consistent with position requirements; to seek, employ, promote and treat all employees and applicants without discrimination on the basis of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

RECRUITMENT, SELECTION, ADVANCEMENT, COMPENSATIONS, ETC.

The Community Action Council Board of Directors shall maintain a continuous non-discrimination policy in regard to recruitment, selection, advancement, compensation, etc.,

policies. All areas shall be diligently covered and made available to all employees though staff meetings and training sessions by the designated Equal Opportunity Counselors.

The Council shall not discriminate in the hiring and employment procedures against any applicant for employment because of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

The Council shall give every consideration to the employment of persons 40 years of age and over in terms of capabilities to perform the job in question.

The Council shall give every consideration to providing employment opportunities to poor persons, especially those persons who have been denied the benefits of formal education and who are willing to learn to perform new functions.

The Council shall give employment consideration to and shall likewise not discriminate against any otherwise qualified handicapped persons. These individuals shall likewise not be excluded from participation in or be denied benefits or subjected to discrimination under the Council's programs or activities.

Although attainment of a high level of education may be important to performance in certain positions, formal education qualifications, unless required by federal, state or local law, or funding source requirements shall not be made a requirement for employment or advancement if a person otherwise has the ability to perform the duties of the position.

The Council shall not consider a criminal conviction an automatic or conclusive indication of a person's character and shall consider each case on an individual basis and in terms of the job he/she is asked to do.

The Council, under the direction of the Executive Director and the Equal Opportunity Chairperson, shall seek qualified minority group applicants for job categories and will make particular efforts to insure minority group representation in occupations at high levels of responsibility.

When and where appropriate, employment advertisements will be placed in newspapers which are widely read so as to ensure that the Equal Opportunity Policy of the Council is upheld in employment practices. Further, the Council will request appropriate groups and agencies to assist in making known the Council's policy, and will advise such groups of available employment opportunities.

The Council will consider for employment at all levels of responsibility persons disadvantaged because of discrimination. Opportunities for earning increased compensation shall be afforded without discrimination to all employees.

Experience has shown that employment alone is not sufficient to fulfill the commitment to the employee. Without adequate prior training and job preparation, a disservice to the employer, the Council and the people to be served is often the result. Therefore, training both on the job and outside the Council is a vital part of the career development program.

Opportunities for advancement to higher levels of responsibility will be afforded to ensure the elimination of discrimination. Through the training programs provided by supervisors or local,

state and/or other resource agencies or persons, advancement will be available to all employees. Preparation and job performance at each job level will be made to provide needed courses to foster career development, whenever possible.

IV. VENDOR COMPLIANCE

In accordance with Executive Order 11246, the Community Action Council accepts the obligation to utilize its purchasing power to influence and affect Equal Employment Opportunity policies in all contractors, sub-contractors and vendors from whom the agency purchases goods or services.

V. PARTICIPATION AND SERVICE DELIVERY

The goal of the Council is to achieve the standard of reasonable relationship between the composition of the total low-income population by ethnic groups, sex and age and that of the areas and persons served in all program accounts.

a. Service delivery staff will continue outreach efforts to stress provision of information about opportunities for participation and benefits to all members of the low-income population. Efforts will be made to reach minority individuals, women, and the aged as applicable.

b. Statistical information on the social and economic characteristics of the low-income population and the potential recipients of various programs and services shall be kept up-to-date and used as a basis for evaluating program performance along with other criteria by the Equal Opportunity Chairperson.

c. The Equal Opportunity Chairperson shall review the reporting procedures of the various components at least once a year to determine their validity and correctness.

The Community Action Council will ensure that all major ethnic groups are reasonably represented on the Board and its committees and participate in program planning, development and evaluation.

The Community Action Council's By-Laws provide for representation from minority groups.

VI. INSTITUTIONAL CHANGE

The Community Action Council will serve as a catalyst for positive change in the institutions within the community.

The Council's staff and Board members will become familiar with existing civil rights laws (federal, state and local) which govern the communities served.

The Council will utilize affirmative action techniques to encourage compliance with implementation of civil rights laws by public and private institutions in the community served by the agency.

The Council will utilize affirmative action techniques to change institutional policies or practices which discriminate in the area including, but not limited to: employment, economic development, housing, education, voting, public facilities, criminal justice and welfare.

Attempts will be made to work with appropriate agencies, federal, state, and local institutions, organizations and individuals in developing minority business enterprises and in the dissemination of information on funds available for meeting the needs of all low-income groups, including student loans, etc.

VII. DISSEMINATION OF EQUAL OPPORTUNITY PROGRAM

The Equal Opportunity Policy and the Affirmative Action Plan and Program of the Council will be distributed to all Board members to make them aware of all facets of the Equal Opportunity Program and to further enable them to carry out these program goals and objectives.

All Council staff shall receive a copy of the Equal Opportunity Policy and the Affirmative Action Plan and Program so that they will be knowledgeable of the Equal Opportunity Program of the Council, become further acquainted with proper procedures of grievance and complaint actions, and under supervision, assist in carrying out the intent of the Policy and Plan within their designated areas.

Where economically feasible, the Council and its delegate agencies shall clearly display on all stationery; in all program sites, near the entrance; and on any other publication or information distributed by the Council that, Community Action Council is an Equal Opportunity/Affirmative Action Employer.

VIII. EQUAL OPPORTUNITY POLICY – PERSONNEL ACTIONS

Equal Opportunity shall be present and take precedence in every personnel action of the Council. Employees shall be governed by the following statement:

No persons shall, on the grounds of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political belief be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, which the Council operates. It is further stated that no employee of the Council may directly or through contractual arrangements, on the grounds of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations deny any individual any services, financial aid or other benefit to an individual which is different, or is provided in any different manner, from that provided to others under the program; subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service, financial aid, or other benefit under the program; restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program; treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service, financial aid, or other benefit (including employment) provided under the program; deny any individual an opportunity to participate in the program through the provision of services or otherwise afforded others under the program, including the opportunity to participate in the program as an employee; nor any personnel of the Council, through contractual or other arrangements, utilize criteria or

methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations and, employees shall be aware that this prohibition against discrimination includes the receipt and utilization of non-Federal share, contributions, volunteer services, or any other direct or indirect benefits or asset to the Council and against discrimination.

Employees that fail to adhere to the policy are subject to immediate disciplinary action. When "a finding of a fact" of discrimination is found, corrective action will be taken immediately.

Implementation of the Equal Opportunity Policy and Affirmative Action Plan and Programs by employees shall constitute a major factor in the performance rating of the employee.

IX. GRIEVANCE AND APPEAL PROCEDURES

A. POLICY

The agency, recognizing the importance of the individual employee to the organization and the desirability of prompt consideration and disposition for the orderly hearing and equitable handling of employee grievances.

B. DEFINITION: Adverse Action – Any action specified below which the Council brings against one or more employees:

1. Termination
2. Demotion
3. Reduction in Salary
4. Probation
5. Reduction in Status
6. Suspension
7. Reprimand
8. Warning

1. Initiation of Adverse Action: The responsibility for initiating action against an employee or employees rest with the designated supervisor of the employee involved. In case the object of adverse action is the Executive Director, the responsibility rests with the Board of Directors.

Employees are to be treated fairly in all respects. Employees who feel that they have been subjected to unfair treatment or discrimination should have the right to present their grievances according to the grievance procedure in the employee's Personnel Policies and Procedures Handbook.

All employees are covered by a recommended dispute resolution/grievance procedure which is located in the employee's Personnel Policies and Procedures Handbook.

Council employees with a grievance must first go through the agency's procedure and then if the employee is not satisfied he/she may appeal to the Board by filing a request with the Chairman of the Board, thus moving into this process at Step 4 of the formal grievance procedure. Both the Council and the employee will be notified in writing within five working days of the decision. The Board's decision is binding on the behalf of the Council.

The governing body's action should be considered as satisfying the Council's obligation regarding the consideration of employee grievances.

X. DISCRIMINATION COMPLAINT PROCEDURES

Definition: Complaint – A complaint arises from any person who believes he/she has encountered discrimination because of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

1. A formal signed written complaint shall be addressed to a Hearing Officer designated by the Urban County Government's Affirmative Action Officer. The formal complaint should contain the following elements of information:

   a. Specification of the nature of the discriminatory practice (i.e., race, religion, gender, age disability, marital status, national origin, sexual orientation, political belief, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations).

   b. Date or time period within which the discriminatory practice is alleged to have occurred.

   c. Identification of any Federal, State, or local fair employment practices commissions to which the practice has been reported (if the charge concerns a prohibited discriminatory employment practice).

2. The hearing should be scheduled within thirty working days from the time the complaint is filed. As with all hearings the aggrieved person may have present and/or be represented by a person of his/her choice.

XI. MAINTENANCE OF RECORDS AND REPORTS RELATING TO EQUAL OPPORTUNITY POLICY

The Council shall maintain on file for review for a period of no less than two years all applications for employment, the selection criteria and process utilized to select each person for employment.

The Council shall maintain on file for review for a period of no less than twenty years all personnel files and records.

The Council shall maintain on file for review for a period of no less than fifteen years all records and proceedings of complaints of discrimination and grievance procedures.

The Council shall document and maintain a record of its efforts and activities in the implementation of Equal Opportunity Policy and Affirmative Action Plan and Program for a period of no less than fifteen years.

The Council shall develop and maintain on file all of the data utilized in the study and survey to determine the areas of needed improvement and correction for a period not to exceed three years, and the date developed and utilized for each annual improvement and updating of the Equal

Opportunity Policy and Affirmative Action Plan and Program for a period not to exceed three years.

XII. PARTICIPATION IN PROGRAM PLANNING, DEVELOPMENT AND EVALUATION

The By-Laws of the Community Action Council will clearly delineate what method is to be used to ensure that all major ethnic groups are reasonably represented on the Board and its committees; through such committees, these members will participate in program planning, development and evaluation.

The membership and Personnel Committee of the Board will review current membership composition of the private sector of the Board and recommend selections for the next vacancies from any minority group not representing for all groups.

The development, implementation and evaluation of the Affirmative Action Program will involve the poor and low-income residents through their representation on the Community Action Council Board of Directors, Advisory Committees, delegated programs and target area community organizations. Certain funding sources require the submission of the Council Affirmative Action Plan as a condition of funding.

The Board of Directors, Advisory Board, and/or staff of each program account covered under the Affirmative Action Program should reasonably reflect the minority composition of the target population of that program.

SUBPART: Emergency Family Housing Program Procedures

SECTION: Program Goals, Values and Outcomes

Procedure Number: EFH-1	**Effective Date:** 12/8/2015	**Page** 1 **of** 1
Drafted By: Lindsay Anderson		**Requirements:** LFUCG
Subject: Program Goals, Values and Outcomes		**Other:** HUD
Objective: Understanding goals and outcomes of the program and how and to whom they are to be reported.		

NUMBER	TASK	PERSON RESPONSIBLE	DATE TO BE COMPLETED
1.	To assist families in accessing all available resources in order to assist them in transitioning as quickly as possible into a stable, permanent housing situation.	HCMS; SHC; DHHS	Ongoing
2.	To provide emergency housing services for two-parent and group families that are not otherwise eligible for shelter programs currently operating in the Lexington-Fayette County community. The Council will strive to ensure that participants feel safe both physically and emotionally. Further, the Council will treat participants and their belongings with dignity, and staff will take time to know the strengths of each participant while assisting in the process of securing housing. As a component of the administrative oversight process, the DHHS periodically reviews case notes to monitor adherence to the program's expectations that all members of the family are treated with dignity and respect. Participants are not required to contribute funds or labor, nor are they required to participate in any programing other than case management as a condition of shelter.	HCMS; SHC; DHHS	Ongoing
3.	To ensure participants are empowered to participate in the governance and operation of the program. Participants are encouraged to provide ongoing feedback about program operations, and to attend public Board of Director meetings. Participants are encouraged to further participate in governance by joining the Consumer section of the tripartite Board of Directors.	HCMS; SHC; DHHS	Ongoing

NUMBER	TASK	PERSON RESPONSIBLE	DATE TO BE COMPLETED
4.	The results of the goals for the program year are reported quarterly to LFUCG. The desired outcomes (for the third year of the program and beyond) are as follows: Average length of stay is 30 days or less 90% of families exit to Permanent Housing Less than 10% of families return to homelessness within 6 months	DHHS	Quarterly

COMMUNITY ACTION COUNCIL
FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES INC.

BOURBON, HARRISON, NICHOLAS COUNTIES
EMERGENCY FAMILY HOUSING PROGRAM

PARTICIPANT PROGRAM AGREEMENT

Head of Household:

Premises: **No. BR: 2**

WITNESSED THAT:

The Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties Inc., a non-profit corporation and community action agency organized and existing under the laws of the State of Kentucky hereafter referred to as the "Council" does hereinafter enter into this Participant Program Agreement (the Agreement) with the above referenced Head of Household (participant) upon the following terms and conditions:

I. FAMILY COMPOSITION:

Participant agrees that the persons identified below are the only members of his/her household who will reside at the Premises:

Names	Relationship

II. TERM OF PROGRAM AGREEMENT:

The Council hereby provides housing unto the Participant for the term hereinafter stated (subject to earlier termination as hereinafter provided) at the Premises described above. The term of the Agreement shall begin on and shall end on .

III. OCCUPANCY:

The Resident shall have the right to exclusive use and occupancy of the Premises. Guests or visitors of the Participant may not be accommodated overnight. "Guest" means a person in the unit with the consent of the household member.

IV. OBLIGATIONS OF THE COUNCIL

The Council shall be obligated, other than beyond its control, as follows:

1. **To notify the Landlord of the need for any maintenance or repair to the Premises to ensure it is in a decent, safe and sanitary condition.**
2. **To provide services to participant as described in the Individual Service Plan.**
3. **To notify the Participant of the specific grounds for termination of the Agreement.**

4. **To afford the Participant the opportunity to appeal the termination of the Agreement per the Council's grievance policy.**

V. OBLIGATIONS OF THE PARTICIPANT:

The Participant shall be obligated as follows:

A. To actively participate in the Emergency Family Housing Program (EFH) as described in the Individual Service Plan (ISP) which includes meeting with program staff as scheduled and taking actions outlined in the ISP to secure housing.
B. To comply with all obligations imposed on tenants by applicable provisions of state law and by Building and housing codes materially affecting health and safety.
C. To keep the dwelling unit and such areas as may be assigned to Participant for Participant's exclusive use in a clean and safe condition; and to leave the premises upon vacating the premises, clean and in the same physical condition as when the Participant moved into the Premises, except for normal wear and tear, and to return the keys to the Council.
D. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
E. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances.
F. To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or development or any furnishings provided by the Landlord or Council for the use of the participant.
G. To conduct himself/herself and cause other persons who are on the premises with the Participant's consent to conduct themselves in a manner which is legal, orderly and which will not disturb Participant's neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition.
H. The Participant, any member of the Participant's household, a guest, or another person under the Participant's control shall not engage in any criminal activity on the premises.
I. To keep no animals in the Premises. This policy does not apply to animals owned by the Participant to assist persons with disabilities or those deemed as emotional support animals (however, such animals must be pre-approved by the Council).
J. To permit the Landlord and/or Council entrance to the premises for the purpose of performing inventories and inspection, and performing routine maintenance, making improvements or repairs, or the provision of services related to the ISP.
K. To promptly report to the Council any needed repairs to the Premises.
L. Not to keep any unlicensed or inoperable motor vehicles in the development or to leave any motor vehicles raised off the ground on jacks, blocks, or by other means.
M. Not to park, and to inform their guests not to park, on sidewalks, on those parts of the development which are not paved, or in any manner which would obstruct access to a dumpster.
N. To not make repairs or alterations to the dwelling unit, its equipment or its appliances, including the installation of air conditioners, ceiling fans, clothes dryers, TV or radio antennas, wall paper, wall tiles, contact paper, fences, the changing of door locks, or placing signs on ,in, or about the dwelling unit, without the written permission of the Council.
O. To keep paper, trash, cans, bottles, and other such debris picked up from the front, rear, and side yards of the rented premises.
P. To cooperate with the Landlord in providing pest control and maintenance in the development.
Q. To not perform any major repairs such as engine overhauls, transmission repairs, etc. nor to perform any oil changes or lubrication of any motor vehicles in the development.
R. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. To not disconnect, damage or otherwise obstruct any smoke or fire alarms installed in the dwelling unit and to report immediately to the Council upon becoming aware that a smoke or fire alarm is not properly operating.
S. To notify the Council if the Participant and all members of the Participant's household will be absent from the dwelling for more than (24) hours.

T. Possession of firearms and/or other weapons or illegal drugs on the Premises shall be grounds for eviction.

VI. PREOCCUPANCY, ANNUAL, AND PRE-TERMINATION INSPECTIONS:

A. The Council and Participant, shall inspect the premises prior to occupancy by the Participant. The Council will furnish the resident with a written statement of the condition of the premises. The statement shall be signed by all parties and kept on file with the Council.
B. The Council will inspect the unit at least monthly to check for needed maintenance, Participant housekeeping and other compliance matters.

VII. ENTRY TO PREMISES DURING TENANCY:

A. The Council and Landlord shall, upon advance notice to the Participant, be permitted to enter the dwelling unit between the hours of 8:00 A.M. and 5:00 P.M. for the purposes of performing inspections, inventories, and maintenance, for making improvements or repairs, or at another agreed upon time which is convenient for the provision of services related to the ISP.
B. The Council and Landlord may enter the premises at any time without advance notice when there is reasonable cause to believe that an emergency exists therein.
C. In the event that the resident and all adult members of the Participant's household are absent from the premises at the time of entry, the Council and/or Landlord shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises.

VIII. TERMINATION OF THIS AGREEMENT:

The Council shall not terminate the Agreement prior to end of the term other than for serious or repeated violation of any of the items listed in Section V. Obligations of the Participant of the Agreement or the ending of the EFH Program or Agreement between the Landlord and Council.

IX. MISCELLANEOUS:

This Agreement shall be governed and construed in accordance with the laws of the State of Kentucky. All actions or claims pertaining to or arising under this Agreement shall be litigated as required by law in the area of residency.

This Agreement, and any regulations referenced herein, contains all the agreement and understandings between the parties, pertaining to the Agreement and the Participant's use of the demised premises.

The Council assumes no liability for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from the occupancy or use of the housing unit under this Agreement.

Participant agrees that all the provisions of the Agreement have been read and are understood and further agrees to be bound by its provisions and conditions as written.

IN WITNESS WHEREOF, the parties execute this Agreement on the ____ day of _____, 2018.

COMMUNITY ACTION COUNCIL

BY_____

PARTICIPANT

_____.

WITNESSED BY (optional):_____.

Community Action COUNCIL

OPERATIONS MEMORANDUM

Subject: Participant and Community Complaints

Number: D-1984-A
Change No: 7
Replaces: D-1984-A, Change 6

Reference: CHR MTL #87; Head Start Performance Standards

Effective Date: Immediately

Expiration Date: None

Drafted by: Office of the Executive Director

Approval: MJR

Date: 7/15/15

DISTRIBUTION:
Operations Manual Distribution List D
All Employees via email
Charlene Manuel, CHFS/DCBS
Chief Executives, all Head Start, Early Head Start and Migrant Head Start partners and contractors

FILING INSTRUCTIONS:

A. Operations Manuals:

1. Locate Operations Memorandum "Procedures for Civil Rights Discrimination & Service Complaints, D-1984-A, Change 6" in your manual. Remove and destroy D-1984-A, Change 6 and replace it with D-1984-A, Change 7.

B. All Other Recipients:
Retain this memorandum as your primary guidance on Community Action Council's procedures for handling complaints from program participants and members of the communities that the Council serves.

BACKGROUND:
This Change revises the Council's complaint procedures in accordance with the applicable regulations and the Council's current organizational structure. The Kentucky Department for Community-Based Services (DCBS) requires all programs and services that it funds adopt its procedures for "civil rights discrimination and service complaints." (Ref: Manual Transmittal

Letter No. 87, dated 11/5/87) Presently, services funded from the Community Services Block Grant are provided in accordance with a contract with DCBS. A portion of the funds received by the Council's child care services are supported by DCBS subsidies to parents.

The Office of Head Start (OHS) requires that Head Start grantees establish and maintain procedures "to resolve complaints about the program." (Ref: 45 CFR Part 1304.50(d)(2)(v)) The Council's Head Start programs are funded through grants from the Office of Head Start.

Most of the Council's other public funding sources require the establishment and maintenance of complaint procedures.

Community Action Council's history, mission, values and governing processes place a strong emphasis on ensuring that its operations are participant and community driven. Accordingly, a well developed complaint resolution process that provides maximum opportunity for program participant to make their needs and concerns known is an integral aspect of the Council's understanding of itself as a community action agency.

This Operations Memorandum establishes procedures consistent with the Council's values and the [1]requirements of its funding sources. The procedures, for the most part, are parallel to those of the Department for Community-Based Services. They differ wherever the requirements of another funding source, such as OHS, are more stringent.

PROCEDURES:

I. Variances and Exceptions

As noted in the preceding section, the procedures that follow are parallel, for the most part, to those of the Department for Community-Based Services. The principal exceptions concern the appropriate position and/or governance group that hears and decides a complaint and whether a final decision by Community Action Council may be appealed to the Kentucky Department for Community-Based Services. This sub- section describes those exceptions and their applicability.

A. Head Start Grant Funded Programs[1]

The provision that a decision by the Executive Director may be appealed to the Executive Committee is not applicable. Any appeal of a decision by the Executive Director shall be submitted to the Head Start Policy Council or, at the Council's discretion, a committee of the Council designated to hear participant complaints.

B. Programs Not Funded by the Kentucky Department for Community Based Services[2]

[1] As of the issuance of this Operations Memorandum, these were Head Start, Early Head Start and Migrant Head Start.

[2] As of the issuance of this Operations Memorandum, DCBS funding included the Community Services Block Grant, LIHEAP, Weatherization, and certain child care subsidies.

The provision that a final decision by Community Action Council may be appealed to the Kentucky Department for Community Based Services is not applicable.

II. Other Applicable Policies and Procedures

The source document for Community Action Council's complaint procedures is the Kentucky Department for Community-Based Services Manual Transmittal Letter No. 87[3]. It should be reviewed before taking any action in regards to a service complaint.

In the case of a civil rights complaint, the Council's equal opportunity policy and procedures must also be consulted.[4]

III. Responsibility

The senior program managers, Director of Human Resources and the Executive Director are responsible for implementing these procedures at Community Action Council.

Program managers are responsible for ensuring:

- That program staff are trained in these procedures;
- That all applicants for and recipients of services and assistance (program participants) are advised of their rights under these procedures and that applicants who are denied services receive a copy of the letter contained in Attachment II;
- That the procedures are observed within their respective work units.

Additionally, the Director of Child Development shall ensure that permanent signs containing the notice in Attachment I are prominently posted in all Community Action Council operated vehicles.

The Director of Human Resources is responsible for ensuring that signs containing the notice in Attachment I are prominently posted at all Community Action Council and contractor agency ("partnership") facilities.

IV. Participant Rights

Any individual who requests services and/or assistance from Community Action Council has a right to appeal any Council decision and/or action regarding eligibility for services or assistance, or, the quality of a service or assistance provided by Community Action Council.

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[3] The Department for Social Services is the predecessor agency to the Department for Community-Based Services.

[4] As of the issuance of this Operations Mernorandum, these were contained in Operations Memorandum "Equal Opportunity Program", C-1982-S, Change 2

Persons eligible to file a complaint are:

A. Applicants for or recipients of services, or an individual acting on behalf of an applicant or recipient, may appeal denial, reduction, exclusion from or termination of a service, dissatisfaction with a service received, or failure to act upon a request for services with reasonable promptness;

B. Persons who have been affected by the Council's failure to take into account a recipient's choice of service or a determination has been made that the individual must participate in a service program against his/her wishes (except where required by law);

C. Persons who feel that their civil rights have been violated by Council staff.

Each applicant will be informed of his/her right to file a complaint during two stages of the application process:

1. Upon application for program assistance.

   An application form must be completed and maintained on file for each participant. Concurrent with the application process, applicants will be informed of his/her right to appeal as follows:

   a) A notice of the applicant's appeal rights as described in "Attachment I" will be posted at all of the Council's offices and program sites.

   b) A notice of the applicant's appeal rights as described in "Attachment I" will be posted in all transportation services vehicles.

2. Upon denial or partial denial of a service or assistance.

   Within fifteen (15) days from the date the application is acted on, the applicant will receive written notice of his/her eligibility/ineligibility for services. In cases where the determination is 'ineligible', the applicant will be provided with the reasons for denial including his/her right to appeal, and notification of a thirty (30) day time frame for filing an appeal once the denial for service has been made. (See "Attachment II").

   Note: The written notice of denial does not apply to the transportation program. Because of the spontaneity and frequency of requests for this service, written explanation of denial will only be provided upon applicant's request. In order to have this information available upon request, a daily log will be maintained on service denials. (See Attachment III).

   The same appeal rights apply to participant dissatisfaction with the quality of services rendered.

V. Complaint Process

The Council has established a two level complaint process. First, the complainant has the right to an evidentiary hearing at the local level to be conducted by the Council as described below. Second, should the complainant be dissatisfied with the decision

rendered as a result of the local hearing, the complainant may be eligible to file an appeal to the Commissioner of the Kentucky Department for Community-Based Services. (See I. Variances and Exceptions, above.)

A. To initiate the Council's complaint process, a participant or applicant need only express dissatisfaction with eligibility determinations or quality of services rendered to concerned program personnel. The Director of Human Resources will refer the individual to a staff E.O. Committee member in the event of a civil rights complaint.

In the event the program manager or staff E.0. Committee member cannot resolve the complaint to the participant or applicant's satisfaction; he/she shall notify the participant or applicant of his/her right to file an appeal.

All service complaints are recorded in the Council's Complaint Tracking Software (CTS), accessed through the Council's web interface, currently https://cacxa l.commaction.org. Any staff member who receives a complaint records the complaint in the CTS. Identifying information regarding the complainant (name, address, telephone number) and a narrative of the concern are recorded. Utilizing the Councils internal e-mail system built into the CTS, the staff person then electronically refers the complaint to the appropriate individual for resolution. The person receiving the referral will resolve the complaint and record the resolution in the CTS, or refer the complaint to another individual for resolution. All parties to whom the complaint has been referred will receive daily notifications, via e-mail, of the pending complaint until it is resolved. The Office Manager, Office of the Executive Director, will receive copies of all referrals and action taken and has the authority to re-open a complaint if its resolution is not satisfactory.

Civil Rights Complaints are appealed, in turn, to:

- the staff E.0. Committee
- the Human Rights Committee of the Board of Directors

1. When requested, the Council will assist in preparing any needed documentation. At the same time, the participant or applicant will receive the information contained in paragraphs 2 through 9 on the complaint process:

2. A written request must be submitted to the Council within thirty (30) days of a denial notice. Any additional information which would lead to a favorable determination for the applicant should be submitted at that time.

3. The applicant or participant has the right to be present at the hearing and to represent him or herself or to have a representative of his/her choice present.

4. The applicant or participant has the right to receive copies of any portion(s) of

his/her case file that will assist in preparation for the hearing.

5. The hearing will be scheduled within ten (10) days of receipt of a written request and the participant or applicant will be notified of that date and time. Notice shall be given at least seven (7) days prior to the hearing.

6. The Executive Director or his/her designated representative will chair the hearing committee.

7. The staff member(s) who made the determination will present the Council's case at the hearing.

8. No decision will be made during the hearing; however, written notification of final determination will be submitted to the participant or applicant within five (5) working days.

9. Notice of the right to appeal the decision, as applicable, will also be provided.

B. Appeals to the Department for Community-Based Services[5]

To initiate an appeal to the Commissioner of DCBS, a participant or applicants who is not satisfied with the Council's final decision need only file a written complaint as indicated below.

All complaints must be in writing or filed on the DCBS-154, Complaint of Discrimination/Civil Rights-Service Form (See Change 3). Council staff are to assist individuals, if requested, in filing an official complaint. The complaint shall contain the following information:

1. Specific violations;
2. Name of the person against whom the complaint is being filed;
3. Description of the alleged act;
4. Circumstances under which the alleged act occurred;
5. Date and place; and
6. Any other substantiating evidence

Complaints must be filed with the Commissioner, Department for Community-Based Services, 275 East Main Street, Frankfort, Kentucky 40621, within ninety (90) days of the alleged act. In cases where the complaint is filed after the ninety (90) day period, a decision as to acceptance or denial of the complaint for action will be made by the Department for Community-Based Services' Commissioner.

The complainant or guardian/legal representative must sign the complaint and mail it. Staff are not to assume responsibility for mailing complaints.

[5] See also, however, I. Variances and Exceptions

If the complaint results from dissatisfaction regarding a proposed discontinuance, suspension or decrease and is received within ten (10) days of the date on the advance notice of adverse action, services shall be continued through the time period in which the hearing officer's decision is rendered. This section applies at both the local and State level and requirement that the complaint be filed with the State agency within the ten (10) day period referred to regardless of the status of the local appeal process.

ATTACHMENT(S): Attachments I, II, and III

ATTACHMENT I

[The following information shall be reproduced on signs and posted in all Community Action Council facilities and vehicles.]

Right of Appeal

To the applicant, recipient or individual acting on behalf of an applicant or recipient.

For any services rendered by Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, you have the right to appeal and/or express your dissatisfaction concerning denial, reduction, exclusion from or termination of a service, dissatisfaction with a service received, or failure to act upon a request for service with reasonable promptness.

Further information regarding your right to appeal is available from the Executive Director, (859) 233-4600.

Malcolm Ratchford
Executive Director

Community Action Council
P.O. Box 11610
710 West High Street
Lexington, KY 40576

ATTACHMENT II

[Instructions: Print this letter on Community Action Council's letterhead or a reasonable facsimile of the letterhead]

Date: _____

Dear Applicant:

We are sorry to inform you that you cannot receive assistance under the _____ Program for the following reasons:

_____ You are over income eligibility guidelines.

_____ All program funds were expended as of _____

_____ You fail to meet eligibility criteria specified below:

_____

_____

_____

_____

NOTE:

1. *You have the right to appeal and/or express dissatisfaction concerning denial and/or partial denial by Community Action Council on your application for service or assistance under any of its programs. If you wish to file an appeal, your written request must be received within thirty (30) days from the date of this notice.*

2. *In the event that our action on your appeal is unsatisfactory, you may also have the right to appeal our decision to any federal, State or local government agency that may have provided funding for the program for which you have applied. In such cases, we are obligated to notify you of any additional appeal rights.*

_____

[Name]
[Title]
[Telephone Number]

ATTACHMENT III

TRANSPORTATION DENIAL LOG			
Name of Applicant	*Date of Request*	*Reason for Denial*	*Phone #*

Community Action Council

Expectations for EFH

Program Participant Expectations:

____ Fulfill my obligations as outlined in the program agreement
____ Demonstrate responsibility for myself and household, my and my households' actions and housing Plan.
____ Abstain from behavior that is disruptive and unacceptable to others. Examples include: verbal, physical or sexual harassment, threats and/or violent behavior, possession of weapons and criminal activity on site
____ Keep unit and common areas clean. Damage to the unit may result in termination from the program.
____Notify CAC staff of maintenance issues.
____ Refrain from allowing overnight guests not listed as a household member on the program agreement.
____ Abstain from smoking inside of the unit.
____ Collaborate with staff in developing and following housing plan by proving input re: goals and action steps, keeping appointments or contacting staff to reschedule appointments if a conflict arises and completing action steps listed in the housing plan.

CAC Staff Expectations:

____Fulfill obligations as outlined in the program agreement
____Inform the landlord of a reported or observed maintenance issue
____Mediate in problem solving/trouble shooting disputes that arise between participants and owner.
____ Collaborate with participant in developing and following housing plan by proving input re goals and action steps, keeping appointments or contacting participant to reschedule appointments if a conflict arises and completing action steps listed in the housing plan.
____Follow up/Respond quickly to inquiries and concerns.
____ Ensure that participants feel safe both physically and emotionally.
____ Treat participants and their belongings with dignity and respect.

Participant agrees that all the provisions of this Participant Agreement have been read and are understood and further agrees to be bound by its provisions and conditions as written.

_____

(Signature of Tenant) (Date)

_____

(Signature of Staff) (Date)

SUBPART: Emergency Family Housing Program Procedures

SECTION: Termination Procedures from the Emergency Family Housing Program

Procedure Number: EFH-11		**Effective Date:**	**Page 1 of 3**
Drafted By: **Date:**			**Requirements:**
Subject: Termination from the EFH program			**Other:**
Objective: For CAC staff and participants enrolled in the EFH programs to know possible reasons for termination from the program.			

NUMBER	TASK	PERSON RESPONSIBLE	DATE TO BE COMPLETED
1.	Community Action Council may terminate or refuse assistance to any participant for severe violations of program requirements; due to the ending of the program; or due to the ending of the agreement with the landlord. Causes for termination include non-compliance with program rules, or actions deemed serious enough for immediate termination. In addition, staff will exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases. **Non-Compliance with Program Rules** • Repeated violations of the rules or regulations applicable to the Participant Program Agreement or dwelling unit as evidenced by 3 violations of any one rule listed therein. • Failure to engage in case management services as evidenced by missing more than 2 scheduled appointments without prior notification and/or valid excuse (e.g. doctors note documenting illness). • Failure to cooperate in activities or services outlined in the goals listed in HMIS as evidenced by 2 consecutive months where no action has been taken by the participant specific to steps stated and as documented in case notes. **Immediate Termination** • Serious or repeated interference with the rights of other residents. • Alteration, repair, sale, damage, destruction or other disposition of the premises or any part thereof. • Weapons or illegal drugs seized in the unit by a law enforcement officer.	Housing Case Management Specialist (HCMS); Supportive Housing Coordinator (SHC), Director of Housing & Homeless Services (DHHS)	Upon occurrence

NUMBER	TASK	PERSON RESPONSIBLE	DATE TO BE COMPLETED
	• Any fire on the Council and landlord premises caused by the participant's, household members or guest's actions or neglect. • Engaging in threatening or violent behavior or criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents and the Council's and landlord's employees. • Abandonment of unit. • Other action or activity deemed serious in nature.		
2.	For each of these causes mentioned above, the following process for termination is to be followed: The HCMS will notify the SHC who will then submit a memo requesting eviction and immediate termination from the program to the DHHS and include Form C-5b along with any other documentation to justify the request. The DHHS will review the request and determine if there is sufficient cause for termination. He/she may consult with the HCMS and SHC before proceeding. Depending upon whether he/she determines termination is warranted, the DHHS will approve or disapprove the request. If the termination request is approved, the DHHS will notify the HCMS and SHC of the decision. The DHHS will then send written notice of termination to the participant and cc the Executive Director, SHC, HCMS and property owner. The notice shall be given 30 calendar days in advance of the termination date except for instances listed above as grounds for immediate termination. If upon receipt of the notice the participant objects to the decision, he or she may appeal the decision. The request for appeal should follow the Council's Right of Appeal process (see Operations Memo D-1984-A) and must be made prior to the date of termination indicated in the notice. All appeals should go to the Executive Director. Upon the final determination of termination, the participant, HCMS and the DHHS will be notified. If the program participant still objects, further appeals will be handled with parties outside of Community Action Council.	HCMS; SHC; DHHS; Executive Director	Upon occurrence
3.	The HCMS will update the participant's status in IRIS.	HCMS	Upon occurrence
4.	When a participant leaves the program, either voluntarily or involuntarily, the HCMS will complete the Participant Exit Summary and update the participant's status in HMIS.	HCMS	Upon occurrence

Report Run History

	Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User	Report Status
	209634	04/10/2024 09:40:29 AM (0.00 mins)	COCAPR	EFH 2023 #s	Marty Jones	Community Action Council-EFH-ESR-ES-LEX	Marty Jones	Running
	209615	04/09/2024 04:49:56 PM (0.22 mins)	COCAPR	EFH Total #s	Marty Jones	Community Action Council-EFH-ESR-ES-LEX	Marty Jones	Completed
	209613	04/09/2024 04:46:07 PM (0.08 mins)	COCAPR	ESG total #s	Marty Jones	Community Action Council-EFH-ESR-ES-LEX	Marty Jones	Completed
	209508	04/08/2024 02:32:22 PM (0.17 mins)	COCAPR	THPP SSO Final Report	Marty Jones	ZZ-Inactive_Community Action Council-ARPA-TH-SSO-LEX	Marty Jones	Completed
	209505	04/08/2024 02:24:54 PM (0.11 mins)	COCAPR	THPP TH Final Report	Marty Jones	ZZ-Inactive_Community Action Council-ARPA-TH-LEX	Marty Jones	Completed

Showing 1-5 of 26

Report Options

Name	EFH 2023 #s
Description	
Provider Type	(●) Provider ( ) Reporting Group
Provider *	Community Action Council-EFH-ESR-ES-LEX (2373) ( ) This provider AND its subordinates (●) This provider ONLY
Program Date Range *	01/01/2023 to 12/31/2023
Entry/Exit Types *	[ ] Basic [ ] Basic Center Program Entry/Exit [x] HUD [ ] PATH [ ] Quick Call [ ] RHY [ ] Standard [ ] Transitional Living Program Entry/Exit [ ] VA [ ] HPRP (Retired)

CoC APR Report Results - Date Ran: 04/10/2024 09:40:29 AM - Report ID: 209634

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	All
Organization Name		Org. ID		Project Name		Project ID		HMIS Project Type		RRH Subtype		Coordinated Entry		Affiliated with a		Project IDs of		CoC Number		Geocode		Victim Service		HMIS Software		Report Start		Report End		Total Active		Total Active Households	

						Access Point	residential project	Affiliation			Provider	Name and Version Number	Date	Date	Clients	
Community Action Council-LEX	567	Community Action Council-EFH-ESR-ES-LEX	2373	Emergency Shelter - Entry Exit (HUD)		No			KY-502	211314	No	WellSky Community Services	2023-01-01	2023-12-31	105	33
Showing 1-1 of 1																

5a - Report Validations Table

Report Validations Table	Count of Clients for DQ	Count of Clients
1. Total Number of Persons Served	105	105
2. Number of Adults (age 18 or over)	54	54
3. Number of Children (under age 18)	51	51
4. Number of Persons with Unknown Age	0	0
5. Number of Leavers	67	67
6. Number of Adult Leavers	35	35
7. Number of Adult and Head of Household Leavers	35	35
8. Number of Stayers	38	38
9. Number of Adult Stayers	19	19
10. Number of Veterans	2	2
11. Number of Chronically Homeless Persons	7	7
12. Number of Youth Under Age 25	2	2
13. Number of Parenting Youth Under Age 25 with Children	2	2
14. Number of Adult Heads of Household	33	33

15. Number of Child and Unknown-Age Heads of Household	0	0
16. Heads of Households and Adult Stayers in the Project 365 Days or More	0	0

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Name (3.01)	0	0	0	0	0%
Social Security Number (3.02)	5	5	0	5	5%
Date of Birth (3.03)	0	0	0	0	0%
Race and Ethnicity (3.04)	0	0		0	0%
Gender (3.06)	0	0		0	0%
Overall Score				5	5%

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Veteran Status (3.7)	0	0	0	0	0%
Project Start Date (3.10)			0	0	0%
Relationship to Head of Household (3.15)		0	0	0	0%
Enrollment CoC (3.16)		0	0	0	0%
Disabling Condition (3.8)	0	0	0	0	0%

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate

Destination (3.12)	0	0		0	0%
Income and Sources (4.2) at Start	0	0	0	0	0%
Income and Sources (4.2) at Annual Assessment	0	0	0	0	0%
Income and Sources (4.2) at Exit	0	0	0	0	0%

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number of months (3.917.5) DK/PNTA/ missing	% of records unable to calculate
ES-EE, ES-NbN, SH, Street Outreach	54			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH(all)	0	0	0	0	0	0	0%
CE	0	0	0	0	0	0	0%
SSO, Day Shelter, HP	0	0	0	0	0	0	0%
Total	54						**0%**

6e - Data Quality: Timeliness

Time For Record Entry	Number of Project Start Records	Number of Project Exit Records
< 0 days	0	0
0 days	10	0
1 - 3 days	13	5
4 - 6 days	24	4
7 - 10 days	7	2

11+ days	39	56

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0	0%
Bed Night (All clients in ES - NBN)	0	0	0%

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	54	10	44		0
Children	51		51	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	105	10	95	0	0
For PSH and RRH - the total persons served who moved into housing	0	0	0	0	0

7b - Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	10	0	10	0	0
April	7	0	7	0	0
July	3	0	3	0	0
October	16	0	16	0	0

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	33	5	28	0	0
For PSH and RRH - the total households served who moved into housing	0	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	3		3		
April	2		2		
July	1		1		
October	5		5		

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Contacted	0	0	0	0

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0

2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Engaged	0	0	0	0
Rate of Engagement	0%	0%	0%	0%

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	58	4	54	0	0
Man	46	6	40	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	1	0	1	0	0
Non-Binary	0	0	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0

Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	105	10	95	0	0

11 - Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	11		11	0	0

5 - 12	21		21	0	0
13 - 17	19		19	0	0
18 - 24	6	0	6		0
25 - 34	14	4	10		0
35 - 44	18	2	16		0
45 - 54	10	2	8		0
55 - 64	3	1	2		0
65 +	3	1	2		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	105	10	95	0	0

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
American Indian, Alaska Native, or Indigenous	2	0	2	0	0
Asian or Asian American	0	0	0	0	0
Black, African American, or African	48	1	47	0	0
Hispanic/Latina/e/o	3	0	3	0	0
Middle Eastern or North African	0	0	0	0	0
Native Hawaiian or Pacific Islander	1	0	1	0	0
White	43	6	37	0	0
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0	0

Black, African American, or African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	2	2	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Black, African American, or African & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0	0
White & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	0	0	0	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0	0
White & Black, African American, or African	4	0	4	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0	0
White & Hispanic/Latina/e/o	2	1	1	0	0
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0	0
White & Middle Eastern or North African	0	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	0	0	0	0	0

Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	105	10	95	0	0

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	10	4	6	0	0	0
Alcohol Use Disorder	0	0	0	0	0	0
Drug Use Disorder	1	0	1	0	0	0
Both Alcohol and Drug Use Disorders	2	1	1	0	0	0
Chronic Health Condition	5	3	2	0	0	0
HIV/AIDS	0	0	0	0	0	0
Development Disability	0	0	0	0	0	0
Physical Disability	5	1	4	0	0	0

13b1 - Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	7	2	5	0	0	0
Alcohol Use Disorder	0	0	0	0	0	0
Drug Use Disorder	1	0	1	0	0	0
Both Alcohol and Drug Use Disorders	2	1	1	0	0	0

Chronic Health Condition	4	3	1	0	0	0
HIV/AIDS	0	0	0	0	0	0
Development Disability	0	0	0	0	0	0
Physical Disability	3	0	3	0	0	0

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	3	2	1	0	0	0
Alcohol Use Disorder	0	0	0	0	0	0
Drug Use Disorder	0	0	0	0	0	0
Both Alcohol and Drug Use Disorders	0	0	0	0	0	0
Chronic Health Condition	1	0	1	0	0	0
HIV/AIDS	0	0	0	0	0	0
Development Disability	0	0	0	0	0	0
Physical Disability	2	1	1	0	0	0

13a2 - Number of Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	85	2	34	49	0	0
1 Condition	12	6	6	0	0	0
2 Conditions	3	0	3	0	0	0
3+ Conditions	2	1	1	0	0	0

Condition Unknown	2	1	0	1	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	105	10	44	51	0	0

13b2 - Number of Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	53	0	23	30	0	0
1 Condition	8	3	5	0	0	0
2 Conditions	2	0	2	0	0	0
3+ Conditions	2	1	1	0	0	0
Condition Unknown	1	0	0	1	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	67	4	31	32	0	0

13c2 - Number of Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	32	2	11	19	0	0
1 Condition	4	3	1	0	0	0
2 Conditions	1	0	1	0	0	0
3+ Conditions	0	0	0	0	0	0

Condition Unknown	1	1	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	38	6	13	19	0	0

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	3	2	1	0	0
No	29	6	23	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	20	2	18	0	0
Total	54	10	44	0	0

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Within the past three months	1	0	1	0	0
Three to six months ago	0	0	0	0	0
Six months to one year	0	0	0	0	0
One year ago, or more	2	2	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	3	2	1	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation	19	3	16	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	10	2	8	0	0
Safe Haven	0	0	0	0	0
Subtotal	29	5	24	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	0	2	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living in a friend's room, apartment, or house	2	0	2	0	0
Staying or living in a family member's room, apartment, or house	4	2	2	0	0
Subtotal	8	2	6	0	0

Permanent Situations					
Rental by client, no ongoing housing subsidy	12	2	10	0	0
Rental by client, with ongoing housing subsidy	3	1	2	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	2	0	2	0	0
Subtotal	17	3	14	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	54	10	44	0	0

16 - Cash Income - Ranges

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
No Income	26	0	16
$1 - 150	0	0	0
$151 - $250	2	0	1
$251 - $500	2	0	1
$501 - $1000	6	0	6
$1001 - $1500	3	0	0
$1501 - $2000	5	0	4
$2001 +	9	0	6
Client Doesn't Know/Prefers Not to Answer	0	0	0

Data Not Collected	1	0	1
Number of adult stayers not yet required to have an annual assessment		19	
Number of adult stayers without required annual assessment		0	
Total Adults	54	19	35

17 - Cash Income - Sources

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	18	0	11
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	4	0	4
Social Security Disability Insurance (SSDI)	3	0	1
VA Service - Connected Disability Compensation	0	0	0
VA Non-Service Connected Disability Pension	0	0	0
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	1	0	1
General Assistance (GA)	0	0	0
Retirement Income from Social Security	2	0	2
Pension or retirement income from a former job	0	0	0
Child Support	0	0	0
Alimony and other spousal support	0	0	0

Other Source	1	0	1
Adults with Income Information at Start and Annual Assessment/Exit		0	0

18 - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status

Number of Adults by Income Category	Number of Adults at Start	Number of Adults at Annual Assessment (Stayers)	Number of Adults at Exit (Leavers)
Adults with Only Earned Income (i.e., Employment Income)	17	0	10
Adults with Only Other Income	10	0	8
Adults with Both Earned and Other Income	0	0	0
Adults with No Income	27	0	17
Adults with Client Doesn't Know/Client Prefers Not to Answer information	0	0	0
Adults with Missing Income Information	0	0	0
Number of adult stayers not yet required to have an annual assessment		19	
Number of adult stayers without required annual assessment		0	
Total Adults	54	19	35
1 or More Source of Income	27	0	18
Adults with Income Information at Start and Annual Assessment/Exit		0	35

19a1 - Client Cash Income Change - Income Source - by Start and Latest Status

Income Change by Income Category (Universe: Adult Stayers with Income Information at Start and	Had Income Category at Start and Did Not Have It at Annual Assessment	Retained Income Category But Had Less $ at Annual Assessment Than at Start	Retained Income Category and Same $ at Annual Assessment as at Start	Retained Income Category and Increased $ at Annual Assessment	Did Not Have the Income Category at Start and Gained the Income Category at	Did Not Have the Income Category at Start or at Annual Assessment	Total Adults (including those with No Income)	Performance Measure: Adults who Gained or Increased Income from Start to Annual Assessment, Average Gain	Performance measure: Percent of Persons who Accomplished this Measure

Annual Assessment)					Annual Assessment				
Number of Adults with Earned Income (i.e., Employment Income)	0	0	0	0	0	0	0	0	0%
Average Change in Earned Income									
Number of Adults with Other Income	0	0	0	0	0	0	0	0	0%
Average Change in Other Income									
Number of Adults with Any Income (i.e., Total Income)	0	0	0	0	0	0	0	0	0%
Average Change in Overall Income									

19a2 - Client Cash Income Change - Income Source - by Start and Exit

Income Change by Income Category (Universe: Adult Leavers with Income Information at Start and Exit)	Had Income Category at Start and Did Not Have It at Exit	Retained Income Category But Had Less $ at Exit Than at Start	Retained Income Category and Same $ at Exit as at Start	Retained Income Category and Increased $ at Exit	Did Not Have the Income Category at Start and Gained the Income Category at Exit	Did Not Have the Income Category at Start or at Exit	Total Adults (including those with No Income)	Performance Measure: Adults who Gained or Increased Income from Start to Exit, Average Gain	Performance measure: Percent of Persons who Accomplished this Measure
Number of Adults with Earned Income (i.e., Employment Income)	0	0	9	0	1	25	35	1	3%
Average Change in Earned Income					600			600	
Number of Adults with Other Income	0	0	8	0	0	27	35	0	0%
Average Change in Other Income									
Number of Adults with Any	0	0	17	0	1	17	35	1	3%

Income (i.e., Total Income)									
Average Change in Overall Income					600		17	600	

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: percent with Disabling Condition by Source
Earned Income	0	0	0	0%	0	12	12	0%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	1	0	1	100%	3	0	3	100%	0	0	0	0%
Social Security Disability Insurance (SSDI)	0	0	0	0%	1	0	1	100%	0	0	0	0%
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	1	0	1	100%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	0	0	0	0%	1	1	2	50%	0	0	0	0%
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	0	0	0	0%	0	0	0	0%
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0	0	0%
Other Source	0	0	0	0%	0	1	1	0%	0	0	0	0%

No Sources	3	0	3	100%	2	11	13	15%	0	0	0	0%
Unduplicated Total Adults	4	0	4		7	24	31		0	0	0	

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	19	0	13
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	3	0	2
TANF Child Care Services	0	0	0
TANF Transportation Services	0	0	0
Other TANF-Funded Services	0	0	0
Other Source	0	0	0

20b - Number of Non-Cash Benefit Sources

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
No Sources	26	0	18
1 + Source(s)	20	0	14
Client Doesn't Know/Client Prefers Not to Answer	1	0	0
Data Not Collected/Not stayed long enough for Annual Assessment	6	19	2
Total	54	19	35

21 - Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit for Leavers
MEDICAID	97	0	65
MEDICARE	1	0	1
State Children's Health Insurance Program	2	0	2
Veteran's Health Administration (VHA)	2	0	2
Employer-Provided Health Insurance	0	0	0
Health Insurance obtained through COBRA	0	0	0
Private Pay Health Insurance	0	0	0
State Health Insurance for Adults	0	0	0
Indian Health Services Program	0	0	0
Other	0	0	0
No Health Insurance	7	0	1
Client Doesn't Know/Client Prefers Not to Answer	1	0	1
Data Not Collected	0	0	0
Number of stayers not yet required to have an annual assessment		38	
1 Source of Health Insurance	93	0	61
More than 1 Source of Health Insurance	4	0	4

22a1 - Length of Participation - CoC Projects

	Total	Leavers	Stayers
30 days or less	65	40	25

31 to 60 days	15	7	8
61 to 90 days	10	10	0
91 to 180 days	12	7	5
181 to 365 days	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	3	3	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Total	105	67	38

22b - Average and Median Length of Participation in Days

	Leavers	Stayers
Average Length	92	37
Median Length	18	18

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0

61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	51	2	49	0	0
8 to 14 days	8	1	7	0	0
15 to 21 days	2	0	2	0	0
22 to 30 days	2	0	2	0	0
31 to 60 days	13	2	11	0	0
61 to 90 days	8	0	8	0	0
91 to 180 days	7	0	7	0	0
181 to 365 days	4	0	4	0	0
366 to 730 Days (1-2 Yrs)	4	4	0	0	0
731 days or more	6	1	5	0	0
Total (persons moved into housing)	105	10	95	0	0
Not yet moved into housing	0	0	0	0	0

Data Not Collected	0	0	0	0	0
Total Persons	105	10	95	0	0

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	2	0	48	3	0	1	43	4	4	0
Persons Not Yet Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	104	0	0	0	0	0	0	0
Median time to Move-In	0	0	104	0	0	0	0	0	0	0

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	4	4	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	5	0	5	0	0
Safe Haven	0	0	0	0	0
Subtotal	9	4	5	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	3	0	3	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	5	0	5	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0

Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	8	0	8	0	0
Permanent Situations					
Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	30	0	30	0	0
Rental by client, with ongoing housing subsidy	16	0	16	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	4	0	4	0	0
Subtotal	50	0	50	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	67	4	63	0	0
Total persons exiting to positive housing destinations	50	0	50	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0	0
Percentage of persons exiting to positive housing destinations	75%	0%	79%	0%	0%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	2	0	2	0	0
HCV voucher (tenant or project based) (not dedicated)	2	0	2	0	0
Public housing unit	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	9	0	9	0	0
Housing Stability Voucher	0	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	0	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	3	0	3	0	0
Total	16	0	16	0	0

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Homeless Situations	9	1	0	2	0	0	0	6	0	0	0
Institutional Situations	0	0	0	0	0	0	0	0	0	0	0
Temporary Situations	8	1	0	1	1	0	0	5	0	0	0

Permanent Situations	50	0	0	19	2	0	1	24	1	3	0
Other Situations	0	0	0	0	0	0	0	0	0	0	0
Total	67	2	0	22	3	0	1	35	1	3	0

24b - Moving On Assistance Provided to Households in PSH

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Subsidized housing application assistance	0	0	0	0	0
Financial assistance for Moving On (e.g., security deposit, moving expenses)	0	0	0	0	0
Non-financial assistance for Moving On (e.g., housing navigation, transition support)	0	0	0	0	0
Housing referral/placement	0	0	0	0	0
Other (please specify)	0	0	0	0	0

24c - Sexual Orientation of Adults in PSH

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Heterosexual	0	0	0	0	0
Gay	0	0	0	0	0
Lesbian	0	0	0	0	0
Bisexual	0	0	0	0	0
Questioning/Unsure	0	0	0	0	0
Other	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data not collected	0	0	0	0	0

Total	**0**	**0**	**0**	**0**	**0**

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)	Total Persons Requiring Translation Assistance
Different Preferred Language	0
Total	**0**

25a - Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	1	0	1	0
Non-Chronically Homeless Veteran	1	0	1	0
Not a veteran	50	10	40	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	**54**	**10**	**44**	**0**

25b - Number of Veteran Households

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	1		1	
Non-Chronically Homeless Veteran	1		1	
Not a veteran	30	5	25	
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				

Total	33	5	28	

25c - Gender - Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Woman	0	0	0	0
Man	2	0	2	0
Culturally Specific Identity	0	0	0	0
Transgender	0	0	0	0
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0

Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	2	0	2	0

25d - Age - Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
18 - 24	0	0	0	0
25 - 34	0	0	0	0
35 - 44	0	0	0	0
45 - 54	1	0	1	0
55 - 64	0	0	0	0

65 +	1	0	1	0
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	2	0	2	0

25i - Exit Destination - Veterans

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	0	0	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	0	0	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0

Rental by client in a public housing unit	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	0	0	0	0	0
Permanent Situations					
Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	1	0	1	0	0
Rental by client, with ongoing housing subsidy	1	0	1	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	2	0	2	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0

Subtotal	**0**	**0**	**0**	**0**	**0**
Total	**2**	**0**	**2**	**0**	**0**
Total persons exiting to positive housing destinations	**2**	**0**	**2**	**0**	**0**
Total persons exiting to destinations that excluded them from the calculation	**0**	**0**	**0**	**0**	**0**
Percentage of persons exiting to positive housing destinations	100%	0%	100%	0%	0%

25j - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Veteran

	Total	Without Children	With Children and Adults	Unknown Household Type
GPD TIP housing subsidy	**0**	**0**	**0**	**0**
VASH housing subsidy	**0**	**0**	**0**	**0**
RRH or equivalent subsidy	**0**	**0**	**0**	**0**
HCV voucher (tenant or project based) (not dedicated)	**0**	**0**	**0**	**0**
Public housing unit	**0**	**0**	**0**	**0**
Rental by client, with other ongoing housing subsidy	**1**	**0**	**1**	**0**
Housing Stability Voucher	**0**	**0**	**0**	**0**
Family Unification Program Voucher (FUP)	**0**	**0**	**0**	**0**
Foster Youth to Independence Initiative (FYI)	**0**	**0**	**0**	**0**
Permanent Supportive Housing	**0**	**0**	**0**	**0**
Other permanent housing dedicated for formerly homeless persons	**0**	**0**	**0**	**0**
Total	**1**	**0**	**1**	**0**

26a - Chronic Homeless Status - Number of Households w/at least one or more CH person

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type

Chronically Homeless	2	1	1		
Not Chronically Homeless	31	4	27		
Client Doesn't Know/Client Prefers Not to Answer					
Data Not Collected					
Total	**33**	**5**	**28**		

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	7	2	5	0	0
Not Chronically Homeless	98	8	90	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	105	10	95	0	0

26c - Gender of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	2	1	1	0	0
Man	5	1	4	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	0	0	0	0	0
Non-Binary	0	0	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0

Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0

More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	7	2	5	0	0

26d - Age of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
0 - 17	1		1	0	0
18 - 24	1	0	1		0
25 - 34	2	2	0		0
35 - 44	2	0	2		0
45 - 54	0	0	0		0
55 - 64	0	0	0		0
65 +	1	0	1		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0		0
Data Not Collected	0	0	0		0
Total	7	2	5	0	0

26e - Physical and Mental Health Conditions - Chronically Homeless Persons

	Conditions at Start	Conditions at Latest Assessment for Stayers	Conditions at Exit for Leavers
Mental Health Disorder	3	1	2
Alcohol Use Disorder	0	0	0

Drug Use Disorder	0	0	0
Both Alcohol and Drug Use Disorders	1	0	1
Chronic Health Condition	0	0	0
HIV/AIDS	0	0	0
Development Disability	0	0	0
Physical Disability	2	0	2

27a - Age of Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
12 - 17	0		0	0	0
18 - 24	2	0	2		0
Client Doesn't Know/Client Prefers Not to Answer					
Data Not Collected					
Total	2	0	2	0	

27b - Parenting Youth

	Total Parenting Youth	Total Children of Parenting Youth	Total Persons	Total Households
Parenting youth < 18	0	0	0	0
Parenting youth 18 to 24	2	2	4	2

27c - Gender - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	2	0	2	0	0

Man	0	0	0	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	0	0	0	0	0
Non-Binary	0	0	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0

Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	2	0	2	0	0

27d - Living Situation - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	0	0	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	0	0	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0

Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living in a friend's room, apartment, or house	1	0	1	0	0
Staying or living in a family member's room, apartment, or house	1	0	1	0	0
Subtotal	2	0	2	0	0
Permanent Situations					
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	2	0	2	0	0

27e - Length of Participation - Youth

	Total	Leavers	Stayers
30 days or less	0	0	0
31 to 60 days	0	0	0
61 to 90 days	1	1	0
91 to 180 days	1	0	1
181 to 365 days	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Total	2	2	3

27f1 - Exit Destination - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	0	0	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	0	0	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0

Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Rental by client in a public housing unit	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	0	0	0	0	0
Permanent Situations					
Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	1	0	1	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0

Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	1	0	1	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	1	0	1	0	0
Total persons exiting to positive housing destinations	1	0	1	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0	0
Percentage of persons exiting to positive housing destinations	100%	0%	100%	0%	0%

27f2 - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	1	0	1	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0	0
Public housing unit	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0	0
Housing Stability Voucher	0	0	0	0	0

Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	0	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0	0
Total	1	0	1	0	0

27g - Cash Income - Sources - Youth

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	0	0	0
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	0	0	0
Social Security Disability Insurance (SSDI)	0	0	0
VA Service - Connected Disability Compensation	0	0	0
VA Non-Service Connected Disability Pension	0	0	0
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0
General Assistance (GA)	0	0	0
Retirement Income from Social Security	0	0	0
Pension or retirement income from a former job	0	0	0
Child Support	0	0	0

Alimony and other spousal support	0	0	0
Other Source	0	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0	0

27h - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status - Youth

Number of Youth by Income Category	Number of Youth at Start	Number of Youth at Annual Assessment (Stayers)	Number of Youth at Exit (Leavers)
Youth with Only Earned Income (i.e., Employment Income)	0	0	0
Youth with Only Other Income	0	0	0
Youth with Both Earned and Other Income	0	0	0
Youth with No Income	2	0	1
Youth with Client Doesn't Know/Prefers Not to Answer Income Information	0	0	0
Youth with Missing Income Information	0	0	0
Number of youth stayers not yet required to have an annual assessment		1	
Number of youth stayers without required annual assessment		0	
Total Youth	2	1	1
1 or More Source of Income	0	0	0
Youth with Income Information at Start and Annual Assessment/Exit		0	0

27i - Disabling Conditions and Income for Youth at Exit

	AO: Youth with Disabling Condition	AO: Youth without Disabling Condition	AO: Total Youth	AO: percent with Disabling Condition by Source	AC: Youth with Disabling Condition	AC: Youth without Disabling Condition	AC: Total Youth	AC: percent with Disabling Condition by Source	CO: Youth with Disabling Condition	CO: Youth without Disabling Condition	CO: Total Youth	CO: percent with Disabling Condition by Source	UK: Youth with Disabling Condition	UK: Youth without Disabling Condition	UK: Total Youth	UK: percent with Disabling Condition by Source

Earned Income	0	0	0	0%	0	1	1	0%	0	0	0	0%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Social Security Disability Insurance (SSDI)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Other Source	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
No Sources	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%

Unduplicated Total Youth	0	0	0		0	1	1		0	0	0		0	0	0	

27j - Average and Median Length of Participation in Days - Youth

	Leavers	Stayers
Average Length	70	125
Median Length	70	125

27k - Length of Time between Project Start Date and Housing Move-in Date - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

27l - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	2	0	2	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
731 days or more	0	0	0	0	0
Total (persons moved into housing)	2	0	2	0	0
Not yet moved into housing	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total Persons	2	0	2	0	0

27m - Education Status - Youth

Current school and attendance	At Project Start	At Project Exit
Not currently enrolled in any school or education course	0	0
Currently enrolled but not attending regularly	0	0
Currently enrolled and attending regularly	0	0
Client Doesn't Know / Prefers Not to Answer	0	0

Data not collected	0	0
For those not enrolled - most recent education status		
K12: Graduated from high school	0	0
K12: Obtained GED	0	0
K12: Dropped out	0	0
K12: Suspended	0	0
K12: Expelled	0	0
Higher education: Pursuing a credential but not currently attending	0	0
Higher education: Dropped out	0	0
Higher education: Obtained a credential/degree	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data not collected	0	0
For those currently enrolled - current status		
Pursuing a high school diploma or GED	0	0
Pursuing Associate Degree	0	0
Pursuing Bachelor Degree	0	0
Pursuing Graduate Degree	0	0
Pursuing other post-secondary credential	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data not collected	0	0
Total persons	0	0

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
Full-Time (FTE): 1.54 FTE	66,373	66,373	
PROGRAM STAFF SALARIES TOTALS	**66,373**	**66,373**	
2. STAFF FRINGE BENEFITS			
FICA, Worker's Comp, Pension, Health Insurance, et	18,635	18,635	
TOTAL FRINGE BENEFITS (7.65% of total pay)	**18,635**	**18,635**	
3. CONSULTANT SERVICES			
Custodial Maintenance	2,500	2,500	
TOTAL CONSULTANT SERVICES	**2,500**	**2,500**	
4. SPACE/FACILITIES			
TOTAL SPACE/FACILTIES			
5. OPERATING EXPENSES			
Short-Term Rental (Apartment)	64,500	64,500	
Short-Term Rental (Hotel)	10,079	10,079	
Insurance and Bonding	888	888	
Household Supplies	500	500	
Security Deposits	16,348	16,348	
Utility Deposits	2,100	2,100	
Utility Expenses	18,000	18,000	
In-Area Travel	804	804	
Other Client Benefit (Furniture, Transportation Assis	10,900	10,900	
Training	1,000	1,000	
Office Supplies	300	300	
TOTAL OPERATING EXPENSES	**125,419**	**125,419**	
6. SCHOLARSHIPS/STIPENDS			
TOTAL SCHOLARSHIPS/STIPDENDS EXPENSES			
7. OTHER			
Shared Costs	5,600	5,600	
Indirect Cost (12.3%)	26,879	26,879	
TOTAL OTHER EXPENSES	**32,479**	**32,479**	
TOTAL FY2025 PROGRAM BUDGET	**245,406**	**245,406**	

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: #25-2024

Date: April 25, 2024

Subject: Emergency Shelter – ESR

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:
Please be advised of the following clarifications to the above referenced RFP:

1. Posting of Excel ESR Budget Template. This template should be filled out and uploaded with your submittal package.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: GREENHOUSE17

ADDRESS: 4400 BRIAR HILL ROAD, LEXINGTON, KY 40516

SIGNATURE OF BIDDER: _____

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
Full-Time (FTE)	$ 762,502.00	$ 143,406.00	$ 619,096.00
Part-Time	$ 163,034.00	$ -	$ 163,034.00
PROGRAM STAFF SALARIES TOTALS	**$ 925,536.00**	**$ 143,406.00**	**$ 782,130.00**
2. STAFF FRINGE BENEFITS			
FICA (7.65%)	$ 70,804.00	$ 10,971.00	$ 59,833.00
Worker's Comp (0.79%)	$ 7,312.00	$ 1,133.00	$ 6,179.00
Unemployment Insurance	$ 1,092.00	$ 150.00	$ 942.00
Health Benefits	$ 161,760.00	$ 34,340.00	$ 127,420.00
TOTAL FRINGE BENEFITS (XX% of total pay)	**$ 240,968.00**	**$ 46,594.00**	**$ 194,374.00**
3. CONSULTANT SERVICES			
IT Management	$ 36,000.00	$ -	$ 36,000.00
Website Hosting	$ 3,750.00	$ -	$ 3,750.00
Translation/Interpretation	$ 7,500.00	$ -	$ 7,500.00
TOTAL CONSULTANT SERVICES	**$ 47,250.00**	**$ -**	**$ 47,250.00**
4. SPACE/FACILITIES			
Mortgage	$ 49,620.00	$ -	$ 49,620.00
Electric	$ 48,000.00	$ -	$ 48,000.00
Gas, Water & Sewer	$ 20,500.00	$ -	$ 20,500.00
Garbage Collection	$ 2,500.00	$ -	$ 2,500.00
TOTAL SPACE/FACILTIES	**$ 120,620.00**	**$ -**	**$ 120,620.00**
5. OPERATING EXPENSES			
Travel & Training	$ 11,250.00	$ -	$ 11,250.00
Communications	$ 13,783.00	$ -	$ 13,783.00
Office & Maintenance	$ 99,000.00	$ -	$ 99,000.00
Programming	$ 135,000.00	$ -	$ 135,000.00
Professional Fees	$ 37,400.00	$ -	$ 37,400.00
Printing, Postage, Misc.	$ 1,975.00	$ -	$ 1,975.00
TOTAL OPERATING EXPENSES	**$ 298,408.00**	**$ -**	**$ 298,408.00**
6. SCHOLARSHIPS/STIPENDS			
N/A	$ -	$ -	$ -
TOTAL SCHOLARSHIPS/STIPDENDS EXPENSES	**$ -**	**$ -**	**$ -**
7. OTHER			
N/A	$ -	$ -	$ -
TOTAL OTHER EXPENSES	**$ -**	**$ -**	**$ -**
TOTAL FY2025 PROGRAM BUDGET	**$ 1,632,782.00**	**$ 190,000.00**	**$ 1,442,782.00**

Shelter Personnel – $1,166,504

Staff Salaries:

- $925,536 base salaries (20.9 FTE x avg salary of $21.72 per hour x 2080 hours per year)

Staff Fringe Benefits:

- $70,804 FICA taxes ($925,536 base x 7.65% FICA)
- $7,312 unemployment insurance ($925,536 base x 0.79% unemployment insurance)
- $1,092 workers comp ($925,536 base x approximately 0.1%)
- $161,760 cafeteria health benefits ($800 monthly x 12 months x 20 eligible positions x 25% - 100% per activities allocated to shelter operations)

LFUCG ESR Funding is requested to support the following positions:

- Chelsea Burke, Family Advocate Residential: $42,539 base salary + $13,233 fringe benefits x 100% ESR Funding = $55,772
- Trystan Cool, Family Advocate Residential: $39,140 base salary + $12,945 fringe benefits x 100% ESR Funding = $52,085
- Mary Grady, Family Advocate Residential: $39,140 base salary + $12,945 fringe benefits x 100% ESR Funding = $52,085
- Donna Barragan, Family Advocate Residential: $39,140 base salary + $12,945 fringe benefits x 57.7% ESR Funding = $30,058

Shelter Consulting – $47,250

(No LFUCG ESR funding is requested to support this category)

- $36,000 IT Management ($3,333 monthly x 90% shelter-based technology)
- $1,250 Website Hosting ($2,500 annually x 50% shelter)
- $7,500 Translation & Interpretation ($1,250 monthly x 50% shelter)

Shelter Space/Facilities – $120,620

(No LFUCG ESR funding is requested to support this category)

- $49,620 shelter mortgage ($4135 monthly x 12 months x 100% shelter)
- $48,000 electric (4000 monthly x 12 months x 100% shelter)
- $20,500 gas, water, and sewer ($1708 monthly x 12 months x 100% shelter)
- $2500 garbage collection ($208 monthly x 100% shelter)

Shelter Operating - $298,408

(No LFUCG ESR funding is requested to support this category)

- $11,250 staff travel (3,110 miles per month x $0.45 per mile x 67% shelter)
- $13,783 for hotline, internet access, and advocate cell phones ($1,667 monthly x approximately 70% shelter)
- $99,000 office, facility, and property maintenance ($9,167 monthly x 12 months x approximately 90% shelter)
- $135,000 programming and assistance to clients ($31,208 monthly x 12 months x approximately 36% shelter)
- $37,400 other professional fees including cleaning, criminal background checks, attorney representation for victims, required accounting and audit services, etc. ($26,931 x 12 months x 11.5% shelter program)
- $1,975 postage, printing, miscellaneous ($1,096 monthly x 12 months x approximately 15% shelter)

COVER SHEET

Organization: GreenHouse17

Authorized Representative: Darlene Thomas, Executive Director

Contact Information:

Mailing Address: PO Box 55190, Lexington, KY 40555-5190

Street Address: 4400 Briar Hill Road, Lexington, KY 40516

Phone: 859-519-1903 (office); 800-544-2022 (24-hour hotline)

Email: dthomas@greenhouse17.org; grants@greenhouse17.org

Project Title: Emergency Shelter for Victims of Domestic Violence

Project Summary:

Lexington's Consolidated Plan identifies the need for emergency shelter, public services, and affordable housing for victims of domestic violence as a high priority. As the state-designated primary provider of these services in Fayette County, GreenHouse17 operates the only emergency shelter for homeless victims of domestic violence in Lexington. The agency provides best-practice, trauma-informed services that meet the standards of ZeroV, Kentucky's coalition of domestic violence service providers. Community partnerships promote systemic coordination of care and prevent duplication of services. Integration of housing services with GreenHouse17's emergency shelter encourages stability after experiencing abuse. During 2023, 262 adults and children fleeing domestic violence found safety, healing, and stability at the 42-bed facility. Request for LFUCG investment equals 12% of the annual shelter program budget.

I. GENERAL SHELTER INFORMATION

The National Coalition Against Domestic Violence reports Kentucky's rate of domestic violence to be the second highest in the nation. Public records maintained by the Kentucky Administration of Courts indicate victims in Fayette County filed 1,320 petitions for court-ordered domestic violence or interpersonal protection last year, comprising 7% of total petitions filed in Kentucky. Victims must navigate complex barriers to escape abuse and establish safety. Fleeing abuse is the most dangerous time for victims and their dependent children. Access to emergency shelter and supportive services is critically important to the safety of individuals and our community.

Population Served, Operating Hours, Basic Needs

Although intimate partner violence occurs across age, gender, and other demographics, most victims served by the agency experience complex intersecting issues. Poverty is among the most common barriers for victims. The average victim served is a woman, age 35, with a dependent child, some college, and a job paying less than a living wage. Last year, 64% of victims residing at our emergency shelter had no income upon entry.

The emergency shelter operates 24 hours a day, 365 days per year. Victims self-initiate intake at the emergency shelter through calls to the organization's 24-hour hotline, via partner referrals, or during court-based advocacy. Upon entry, victims have immediate access to clothes, personal hygiene, bedding, and other basic needs stored in the shelter facility. Twice daily meals are prepared, many with fresh produce grown on the farm located on the shelter property. Snacks, breakfast food, and a fully-equipped kitchen are available to shelter residents at any time of the day or night. In the initial days following shelter intake, victims have access to services including

safety planning, assistance in obtaining Emergency Protective Orders (EPOs), and medical advocacy.

Shelter Staff

The emergency shelter is operated by 26 employees who provide 20.9 full-time equivalent (FTE) focus on direct delivery of shelter-based services, maintenance of facilities, preparation of daily meals, and management matters. Advocates are scheduled to ensure 24-hour coverage across day, evening, and overnight shifts. Per ZeroV regulations, direct service staff complete 40 hours of training during their first year of employment to become a Certified Domestic Violence Advocate and maintain certification through a minimum of 12 hours of continuing education each year. Darlene Thomas, Diane Fleet, Diane Willoughby, and Corissa Phillips comprise the agency's leadership team to provide oversight of shelter programming, funding compliance, and community engagement. The program's direct service and administration staff bring more than 90 years of collective experience. A board of directors representing diverse professional specialties provides fiscal oversight and governance for the program.

Shelter Description

No limitations are imposed on the duration of shelter stay, and residents are never required to leave the facility during daytime hours. Services are provided from a 17,000 square foot, 42-bed facility in rural Fayette County. More than fifteen external security cameras and a coded gate entry ensure safety on the property. The shelter facility includes the following spaces:

- Five bedrooms with four beds and eleven bedrooms with two beds;
- One fully accessible bedroom with two beds and a shower;
- Two half-baths and six full baths, providing seven shower stalls and two tubs with showers;
- Commercial kitchen for meal preparation and a spacious dining room;

- Small and large support group rooms;
- Community spaces, including an art room, sewing room, age-specific children's playrooms, and a family-style living room;
- Individual and shared office spaces;
- Unfinished basement for storage of supplies.

Outside the facility, a fully fenced children's playground is accessible through the shelter's dining room. Innovative nature-based services are provided from the small farm on the 40-acre property that surrounds the agency's emergency shelter. The farm provides a healing environment and access to nutritious food for shelter residents. Integration of farm programming with traditional victim services has received several awards, including the Kentucky Nonprofit Network Innovative Nonprofit Award; Commerce Lex Nonprofit Impact Award; and Purple Ribbon Award for Program of the Year, a national recognition from Theresa's Fund and Domesticshelters.org.

Shelter Program Model

Shelter programming aims to address frequently experienced needs of victims to build a foundation for long-term stability in the weeks, months, and years following abuse. Victims and dependent children self-determine their advocacy team of one or more staff specializing in services related to the following phases:

- Crisis Intervention (intake & safety planning)
- Welcoming (basic needs & continued safety planning)
- Safety & Healing (legal & personal advocacy, counseling, and support groups)
- Transitioning (housing advocacy/assistance, economic justice, and job readiness)
- Stability (permanent housing, job placement, and follow-up support)

Victims also have access to the Enhanced Protective Order Plan (EPOP), launched in 2023 in partnership with the Office of the Fayette Circuit Court Clerk to provide 24-hour access to filing petitions for orders of protection for survivors living at our emergency shelter or receiving outreach advocacy in Fayette County. This program grew from the Violence Against Women Act Needs Assessment conducted by the courts and builds on goals outlined in GreenHouse17's longstanding memorandums of understanding with the Fayette County Sheriff's Office and Amanda's Center to reduce barriers in obtaining protective orders.

Once immediate safety risks are mitigated, victims can focus on emotional healing. Support groups are available for all adult residents at the shelter in the mornings, afternoons, and evenings. During these group meetings, victims support their peers, identify dynamics of domestic violence, and offer parenting support. Adult victims also begin to develop longer-term housing and stability plans to identify opportunities and address potential barriers to achieving independence. A third of shelter residents are dependent children of victims. Their healing and stability needs are met through supervised, age-appropriate activities and regular homework help at the shelter to promote grade-level performance. Parents have the option of enrolling their children in schools in the shelter's district, which provide buses to safely transport children from the shelter facility. Collaboration with school resource centers helps keep children safe and encourages academic engagement.

Person-centered & Culturally Competent Care

GreenHouse17 honors the standards set forth by ZeroV, Kentucky's coalition of domestic violence service providers, to provide trauma-informed, best-practice services to victims and their children. The agency's policies and practices acknowledge the link between domestic violence and other forms of oppression, while adhering to all federal, state, and local rules for non-

discrimination. Victims are informed of their rights to services, requirements of confidentiality, and community living guidelines upon intake to the emergency shelter.

The shelter welcome packet also lays out the following expectations: “To be treated with dignity, respect, and courtesy; to adhere to communal living guidelines;” and “To give grace because, although we are all different, we have all been hurt by people who claim to have loved us.” Also addressed is an understanding of how abuse impacts children, other family members, and pets, which are accepted to shelter when space allows or placed with foster families.

Trauma-informed shelter services recognize the widespread impact of abuse on the lives of victims and avoids re-traumatization. The agency prioritizes dignity, autonomy, and self-determination through a strengths-based approach, rather than focusing on deficits. This service model encourages healthy coping mechanisms, increased resiliency, and hope for the future. Advocates help each shelter resident develop safety, healing, and stability plans to address each person’s unique needs, challenges, and goals.

Cultural competency modules are included in the previously mentioned ZeroV Certified Domestic Violence Advocacy training required during the first year of employment for all advocates employed by the organization. A biannual survey of the organization’s employees and board members ensures shared lived experiences with program participants: 60% are survivors of domestic, dating, or other power-based violence, and 40% were exposed to domestic or dating violence during childhood. GreenHouse17 staff are diverse in age, race, ethnicity, marital status, gender, body size, and educational background. During the most recent anonymous survey of staff, 17.5% identified as LGBTQ+. Partnerships with Global Lex, Kentucky Refugee Ministries, Pride Community Services Organization, and other local agencies provide ongoing professional training to ensure advocates have the tools for a meaningful response to the needs of diverse victims.

GreenHouse17 employs advocates who are fluent in Spanish, Arabic, and American Sign Language. Contracts with interpretation services provide 24-hour access to over one hundred languages by phone, video, and/or in-person, depending on the situation and the victim's needs. A newly forged partnership with the National Sign Language Interpreter Service provides additional trauma-informed sign language interpretation by video for Deaf or hard-of-hearing participants. Often-used documents have been professionally translated to Spanish, and contractual agreements allow for the translation of service forms to other languages. The organization's website is compatible with assistive reading software for individuals with visual impairment. Digital and printed outreach brochures are available in Spanish, French, and Arabic.

The emergency shelter facility's parking, walkways, entrances, and corridors are handicapped accessible and meet ADA Accessibility Guidelines for Buildings and Facilities. One bedroom is fully accessible with an ADA-compliant attached bath for victims and dependents with mobility needs or health requirements.

Engagement in Shelter Operations & Governance

Victims residing at shelter are empowered to select their own team of advocacy staff to help them meet their individualized safety, healing, and stability needs. Shelter residents may provide feedback, including identifying gaps in service and shelter operation suggestions, during weekly "house" meetings open to all residents. Adult residents have the opportunity to complete an anonymous survey upon exit from shelter to rate effectiveness of services and inform needs for improvements. GreenHouse17 also refers former shelter residents for representation on Kentucky's Office of the Attorney General Survivor's Council, an advisory group that informs statewide awareness initiatives, training efforts, and legislative initiatives.

II. RAPID RESOLUTION, HOUSING ORIENTED

The emergency shelter is reserved for victims of domestic violence experiencing the most complicated and dangerous situations. Although the physical safety of victims and their children is always the primary consideration when accepting victims to shelter, practice proves that victims do best when not forced to leave their home, employment, and support network when fleeing abuse. For these reasons, shelter diversion alternatives are explored during 24-hour crisis line calls and other service delivery. Frequently, victims will utilize relocation assistance; homelessness prevention, including emergency financial assistance and referrals to community programs for rental and utilities assistance; and safe temporary stays with family and friends. If a victim chooses one of these alternate routes, they are still connected with an outreach advocate for non-residential services such as legal advocacy, housing assistance, case management, and other services. During the previous year, 93% of people who received services from GreenHouse17 never resided at the shelter.

Victims who do enter shelter stayed on average 53 bed nights during the last reporting period. Residents meet with housing advocates within their first two weeks in the emergency shelter to develop a housing and stability plan. Most victims exiting the emergency departed to permanent housing destinations (53%) or temporary stays with family and friends (43%). Only a small minority (3%) returned to homelessness within twelve months of exit to permanent housing.

Housing Case Management Considerations

Four advocates manage the agency's housing program, three of whom are focused on assistance for adults who wish to establish permanent housing in Fayette County. No prerequisites except fleeing or attempting to flee domestic violence are required for participation in the housing program. Housing advocates are available Monday - Friday from offices at the emergency shelter.

Although staggered start and end times ensure access to housing advocates from 9 am to 6 pm, these core work hours can be changed to meet the needs of victims. Shelter residents also have 24-hour access to a team of shelter advocates trained in basic tenets of the housing program and well-versed in the completion of required housing forms and paperwork.

Housing advocates begin conversations with shelter residents within 14 days of intake or sooner, if possible, depending on the physical and emotional health priorities caused by the abuse. Formal meetings about housing options and activities to ensure next steps are completed occur at least weekly, with frequent informal discussions over lunch and in shared spaces at the shelter. When permanent housing is identified and secured, monthly rental and/or utilities assistance is provided for a duration determined by individualized need, typically six months or more. Access to supportive services continues as clients settle into their new homes and begin to build stability. Housing advocates and clients develop a plan for monthly meetings to celebrate successes and address barriers to sustained stability. Should additional support be necessary between these meetings, clients may contact their advocate by phone or email. Housing clients are also encouraged to contact the 24-hour hotline operated by the organization should immediate crisis intervention be needed.

Housing advocacy is grounded in the same trauma-informed, strengths-based, and voluntary services models as the emergency shelter. Staff complete at least 12 hours of continuing education related to evidence-based practice during each year of employment to maintain the ZeroV Certified Domestic Violence Advocate credential. Additionally, one housing advocate is SOAR certified to assist clients with application for social security benefits. Because the delivery of housing services intersects with acute domestic violence crisis and trauma, the average case load per housing advocate is typically limited to 15 clients of varying housing stability.

Housing Solutions

Services to encourage rapid housing-oriented resolutions include but are not limited to the following:

- Assisting with transportation, form completion, and fees to obtain identification and other documentation (driver's license, birth certificate, social security card, etc.);
- Applying for SNAP, WIC, health, disability, and/or other benefits;
- Identifying housing options and completing applications;
- Providing financial assistance with outstanding rental and utilities balances;
- Paying fees associated with housing applications;
- Conducting personal advocacy with landlords and utilities companies;
- Providing transportation to related meetings and appointments;
- Assisting with payment of rental and utilities deposits;
- Moving assistance in partnership with area moving companies;
- Purchasing basic furniture and small appliances via financial assistance or vouchers;
- Making full or partial payment of rent and utilities for an established period of time.

Victims may apply to receive one of the 24 permanent housing vouchers reserved by the Lexington Housing Authority for survivors of domestic violence who transition to ZeroV Homes, a scattered-site housing program launched eight years ago with federal, state, and local support. Half of the units are in two apartment complexes in downtown Lexington, while the other half are located on the organization's property behind the emergency shelter facility. GreenHouse17 also receives a transitional housing grant from the Office of Violence Against Women and HUD Domestic Violence Bonus grants administered by the Lexington Office of Homelessness Prevention and Intervention, Community Action Council, and Barren River Area Safe Space.

Housing policies, procedures, and paperwork comply with funder requirements and the Lexington Coordinated Entry Policies and Procedures.

Housing Trends, Systems & Partnerships

The housing program manager monitors service data for thoroughness and accuracy on a weekly basis. Regular review of program reports by the leadership team identifies promising practices and improvement needs. Monthly and quarterly staff meetings bring together shelter, community, and housing advocates in collaboration, training, and discussion to address trends in services. Programmatic response to these needs has informed partnerships with Jubilee Jobs and the Kentucky Career Center to provide career readiness and job placement services for victims. While staying at the emergency shelter, victims have the option to participate in a six-week, nature-based work program on the organization's small farm. This allows victims to gain work experience in a supportive environment and build their resume and skillset for future employment. Participants in the voluntary farm program earn a stipend for up to 10 hours of weekly participation.

GreenHouse17 maintains numerous formal and informal community partnerships to reduce barriers to service, avoid duplication of efforts, and identify systemic barriers. Reciprocal referral agreements are maintained with diverse organizations, including Legal Aid of the Bluegrass, Ampersand, Global Lex, Hope Center Recovery Program for Women, The Nest Center for Women and Children, Lexington Housing Authority, Lexington Police Department, and Lexington Animal Control & Care. The agency also participates in community consortia, including the LFUCG Homelessness Prevention & Intervention Board, Lexington Domestic and Sexual Violence Prevention Coalition, and Lexington-Fayette Strangulation Task Force. GreenHouse17 leadership and staff often facilitate professional training events for social workers, law enforcement, elected officials, and other entities.

III. LOW-BARRIER ACCESS

GreenHouse17 follows a low-barrier and voluntary services philosophy that exceeds ZeroV Designated Program Service Standards. The organization believes that intimate partner abuse is a community issue that requires community-based solutions. Policies and procedures encourage referrals to community-based services and embrace Coordinated Entry.

Every effort is made to ensure shelter access is flexible yet predictable, an especially important balance for services that intervene during acute and often very dangerous crises. Shelter intake paperwork includes an agreement for residents to not harm themselves or others, maintain confidentiality of other residents, and respect community living expectations. Examples of expectations include keeping windows locked and entering through the front door to maintain security of the facility, as well as smoking only in designated areas. Additionally, shelter access is informed by the following low-barrier guidelines:

- Self-defined families are housed together.
- Program participation or labor is not required as a condition for services.
- There is no requirement to leave the facility during daytime hours.
- Residents may use storage provided in the emergency shelter, on the property, or temporary facilities.
- Service animals are welcomed to the shelter, as well as family pets if the shelter facility is a fit for their needs. If preferred, assistance is provided to identify foster families for pets while their humans live at the emergency shelter.
- Weapons are prohibited on the property.
- Drug testing is not required at intake or during the course of shelter stay, although alcohol and illegal drugs are prohibited on the property.

In the case of a shelter resident not abiding by these community guidelines, shelter staff must make repeated attempts to counsel and develop mutually agreed-upon expectations for future behavior. The organization prioritizes victim safety, and it is rare for a resident to be exited from the emergency shelter for noncompliance with these guidelines. During the previous 12-month period, only eleven shelter residents were involuntary exited to maintain the physical safety of others staying at shelter. Involuntary exit does not disqualify a victim from receiving non-residential services, and program policies require temporary financial assistance for hotel stays and basic needs until an alternate living arrangement is identified. Victims are encouraged to pursue supportive services and housing assistance. Re-entry to shelter may be possible following agreements that establish clear expectations.

Residents experiencing substance abuse issues are not removed from the emergency shelter if intoxicated; rather, advocates work with residents to establish boundaries and solutions, including referral to residential treatment programs and sobriety support from partner organizations. Residents are notified of and have the opportunity to submit grievances from intake to exit from the emergency shelter. If a resident is not satisfied with a proposed resolution, they may escalate the grievance from review by service experts representing ZeroV member programs.

IV. ACTUAL RESULTS

GreenHouse17 has uploaded a CoC APR and CAPER report from January 1, 2023, to December 31, 2023, per RFP requirements. The agency uses an HMIS-comparable database that is locally hosted at the emergency shelter, per Violence Against Women Act confidentiality requirements for Victim Service Providers. The system meets data requirements established by various federal housing funders and LFUCG Homelessness Prevention and Intervention Board's Data Quality Plan.

V. BUDGET, CAPACITY & COST EFFECTIVENESS

In addition to the completed chart below, a detailed budget has been prepared using the required form and submitted as an accompanying attachment to the narrative responses.

***Number of individual beds available:	**42**
***Number of units available for families, if applicable:	**---**
Funds requested from LFUCG	**$190,000**
Average nightly census for individuals based on KYHMIS data:	**48**
Average nightly census for families based on KYHMIS data:	**---**
Total annual budget for shelter (all funding sources):	**$1,632,782**
% LFUCG investment (LFUCG Request/Total Budget * 100):	**12%**

Capacity

The emergency shelter typically operated near or at the 42-bed capacity. In certain situations, such as a confirmed case of COVID-19, hotels may be utilized to house shelter residents. Daily meals, advocacy access, remote support groups, and other supportive services are available to victims while residing at hotels.

Cost Effectiveness

GreenHouse17 requests LFUCG investment of approximately $12.40 per bed per day, which will support 12% of total costs associated with 24-hour operation of the emergency shelter and concomitant services. The remaining shelter operation costs are covered by diverse funding sources, including the organization's subcontract with ZeroV, comprised of federal and state sources; direct and subrecipient federal awards from the U.S. Department of Justice Office of Victims, Office of Violence Against Women, and Department of Housing and Urban Development; and local funding, including United Way support, private donations, foundation grants, special event revenue, and social enterprise sales of value-added products from the organization's farm.

ATTACHMENTS

These documents have been submitted as attachments per requirements of the RFP:

1) Addendum #1, Program Budget & Budget Narrative
2) GreenHouse17 Policies & Procedures *(guidelines, person-centered & cultural competence)*
3) ZeroV Designated Program Service Standards *(rules, person-centered, cultural competence, governance, documentation of no program fees)*
4) Resident Welcome/Intake Packer *(minimal expectations/requirements, dignity & respect, grievance, substance abuse at shelter, etc.)*
5) Resident Departure/Exit Survey *(dignity & respect, governance, performance, grievance)*
6) GreenHouse17 Language Access Policy *(limited English proficiency)*
7) HUD Shelter APR (1/1/23 – 12/31/23)
8) HUD Shelter CAPER (1/1/23 – 12/31/23)
9) Emergency Shelter Staff List

4.1 General Shelter Information (20 points)

A. Provide a description of the shelter:

New Life Day Center (NLDC) opened in 2011 as an emergency daytime shelter to provide the homeless population in downtown Lexington a solution to get out of inclement weather as well as to get connected with the services they need. NLDC serves as "home base" for homeless in Lexington by providing them a place to store their belongings (lockers), receive mail, access internet, use the phone, and access many other important services. NLDC is often the first point of contact where clients get connected to the continuum of services available to them in Lexington.

a. shelter operating hours; We are currently open 6 days a week; Monday-Friday our hours are 8:00am-4:30pm, and on Saturday from 8:00am-12:00pm. On Sundays we hold a volunteer-led meal and church service from 2:00pm-4:00pm. In extreme weather we have extended our hours beyond those listed.

b. population(s) served, including any special populations served; We typically serve adult clients 18 years an older, with approximately 75% of our adult clients being male and 25% being female. NLDC visitors between the ages of 18-24 are assisted with immediate needs and referred to local organizations that specialize in serving young adults.

c. shelter rules and procedures (submit documentation); NLDC has published rules in the form of **NLDC Client On-Site Behavior Expectations** and **NLDC Disciplinary Guidelines** that are posted in the community area for all to see. (See uploaded documents **NLDC_Client Behavior Expectations.pdf** and **NLDC_Client Disciplinary Guidelines.pdf**).

d. how basic needs are met such as meals and personal care; Since the absence of breakfast has been identified as a need for our clients, we provide a morning meal, coffee, tea,

and water for clients. Our neighboring partner, Lighthouse Ministries, provides lunch and dinner to our clients and refer their clients to our organization for breakfast. We have additional meals provided by individuals and community groups for holidays, church services, and other special occasions.

Locker storage is critical because our clients are otherwise limited to the belongings that they can carry around with them. In addition to a place to store their belongings, we provide personal hygiene items, socks/underwear, and donated clothing as available. In severe weather, we also distribute hats, gloves, jackets, coats and handwarmers. We also provide clients with a photo ID Card, which can assist the client in receiving other services and obtaining state-issued ID's. Using our address to receive mail is critical to our clients when applying for jobs and other benefits that require a mailing address, as well as for receiving checks and other important correspondence.

e. operating hours outside of night-time shelter: Response is identical to **a. shelter operating hours;** above.

f. general staffing description for the shelter; Our current staff includes an Executive Director (FT), two Day Center Coordinators (one FT, one PT), one Client Support Specialist (FT), a Panhandling Diversion Program Driver (FT), and a Panhandling Diversion Program Project Coordinator/Accountant (PT). NLDC is requesting funds for the addition of one Client Case Manager (FT) and for contracted Security Guard services (see uploaded document **NLDC_Federated Global Ventures Estimate.pdf**) during business hours and 1 hour before opening and 1 hour after closing to address the outdoor congregation of clients.

B. Does your emergency shelter consistently implement practices to meet people where they are, and provide person-centered care that focuses on personal strengths?

NLDC posts our **NLDC Culture** statement publicly in our Community Room. It expresses both our beliefs about people and reflects our values around the environment we strive to create (see uploaded document **NLDC_Culture.pdf**). We engage clients where they are, regardless of personal background, and strive to help them achieve their goals. That engagement includes identifying personal strengths and helping them build on those strengths through encouragement, guidance and making the right connections.

C. What policies or value statements convey clear expectations that guests will be treated with dignity and respect, and how does the shelter monitor adherence to these expectations? (submit documentation)

In addition to the **NLDC Culture** statement (attached) which addresses how all clients are viewed and valued, NLDC has **NLDC Client On-Site Behavior Expectations** (attached) posted in the main Community Room area as well as in various other areas on-site. One of the items under "RIGHTS" is the right to "be treated with dignity and respect by staff, volunteers, and other clients". This list of expectations includes things that clients have the **RIGHT** to, things that clients are **RESPONSIBLE** for, and things that clients are **PROHIBITED** from at NLDC. To support these expected behaviors, NLDC also has a **NLDC Client Disciplinary Guidelines** (attached) process posted and utilized by staff consistently**.**

D. Are expectations of guests clearly communicated and easily accessible for review by guests? (submit documentation of communication process)

NLDC has procedures posted addressing **NLDC Culture** (attached), **NLDC Client On-Site Behavior Expectations** (attached), and **NLDC Disciplinary Guidelines** (attached) that are followed when behavior expectations are violated. These are posted in the main Community

Room area and various other areas on-site. They are available in a printed form to any client who wants a personal copy.

E. What policies and resources does the shelter have to facilitate communication with persons of limited English proficiency and/or disabilities that might require accommodation? (submit documentation)

For persons with limited English proficiency, NLDC makes every attempt to communicate effectively with clients of all cultures. We have copies of the **DHS Language Identification Guide** available to use with clients to help identify the language they speak (see uploaded document **NLDC_DHS_Language Identification Guide.pdf**). If the language can be discerned, we use an online translator phone app to communicate with the client as best as possible. If the client is a Spanish-speaker, we partner with our co-located clinic (BCHC) to translate on our behalf, as they have several Spanish-speaking staff.

F. How does the shelter meet the needs of persons with disabilities, including those with mobility limits or those requiring use of medical equipment?

NLDC is open to all persons with disabilities and will make every effort to accommodate persons with disabilities. This includes ensuring access to every part of our facility for wheelchair bound clients, as well as those with prosthetic limbs or crutches. NLDC staff have successfully sought handicap accessible shelter placements for clients who were wheelchair bound, and arranged for pick-up of the client to attend rehab at a facility that could accommodate his wheelchair. NLDC is also assisted by BCHC medical staff in providing assistance with medical equipment on an as needed basis.

G. What specific practices help ensure that the shelter exhibits cultural competency and provides appropriate protections for shelter seekers across demographic differences?

In an effort to enhance the cultural competency of our staff and leaders, NLDC will institute a Diversity, Equity & Inclusion Training program in 2024. NLDC will require all staff and volunteers to view video training resources available to us through **nonprofitready.org**. Additionally, our posted **NLDC Client On-Site Behavior Expectations** (attached) addresses this by making it clear that all clients can expect to "be treated with dignity and respect by staff, volunteers, and other clients."

H. Does the shelter involve guests in governance and operations? (submit documentation)

Yes, from a governance perspective the NLDC has a former homeless client, also a part-time NLDC employee, serving on our Board of Directors (see ***Mario Campos*** on our website **https://newlifedaycenter.org/team/**). We believe that including someone with significant lived experience (3 years on the streets), who successfully completed a drug rehab program and has exited homelessness, will better inform and guide our decisions.

From an operations perspective, we involve clients who volunteer to help with the service of coffee and donuts or other meals/snacks, as well as assisting with cleaning the inside and courtyard/parking lot area of our facility. These things are done voluntarily. We do have a few client helpers who are paid for regular, ongoing duties, such as kitchen help or portable bathroom clean up. Our Panhandling Diversion Van Program (see ***The Panhandling Van*** on our website **https://newlifedaycenter.org/services/**) also employs up to 10 clients daily through our partnership with LFUCG Division of Environmental Services.

4.2 Rapid Resolution, Housing-Oriented (25 points)

A. Does your shelter's process for accessing shelter assess options for diverting from shelter?

Many NLDC clients come to us after having been homeless and living on the streets of downtown Lexington for some time. Often, they have been banned from other local emergency nighttime shelters and often have no support system. Every effort is made to help clients exit homelessness as quickly as possible. Sometimes this involves contacting an out-of-town family member and arranging transport; other times this involves contacting community partners to look for rental assistance. Assisting our clients to achieve their goals often opens up new options that can avert the need for emergency shelter.

B. Does your emergency shelter's diversion approach include, when needed, financial assistance, mediation, housing navigation, legal assistance, or other supports?

In the past NLDC has been a recipient of rental assistance funds through LFUCG, and has helped many clients find permanent housing through this program. This was especially true during the COVID-19 pandemic, which made our clients more vulnerable. Follow up studies with clients we assisted in getting housing through this program showed that even after a year, 75% of those we helped remained housed. If and when NLDC obtains funding to operate these services again, we are poised to do so. Currently, we provide referrals to partners who can provide financial assistance, housing assistance and/or legal assistance.

C. What role do mainstream programs play in supporting shelter seekers and diversion efforts?

NLDC works with all available regional community partners and mainstream programs to help clients become housed. Many of our clients have active addiction issues and often their first and most pressing need is to attend a drug or alcohol rehabilitation program in the area. Our clients who have completed these programs have the most long-term success.

D. How does your emergency shelter provide immediate assistance and link guests with housing options within the first 14 days of a shelter stay/participation?

New NLDC Clients register with us when they first enter our center. As part of our intake process, we assess their immediate needs, which nearly always includes the need for housing. For most clients we start with emergency shelter and work from there on connecting them to all local resources that meet their needs to become more stabilized and find permanent housing.

E. How does your emergency shelter use data routinely to detect trends, identify frequent users, and monitor housing success and other performance measures?

We regularly conduct client surveys where we ask clients what services they use and want to see more of at NLDC and ask them to rank our services in order of importance to them (see uploaded document **NLDC_2024 Homeless Client Survey Results.pdf**). NLDC also conducts surveys and solicits feedback from other stakeholders such as vendor partners, board members, staff, community neighbors, etc. We use the feedback we receive to guide decisions about where to focus our efforts. We consider clients who are housed in permanent housing, clean and sober, and/or employed stably for one year as benchmarks of success for clients.

F. How does your emergency shelter coordinate with the broader homelessness response system to engage in system-level planning?

NLDC participates in the stakeholder meetings held by LFUCG's OHPI. NLDC also hosts partner organizations on site to assist clients with applying for Social Security, receive preventative medical care and vaccinations through the Bluegrass Community Health Clinic that operates in our facility, and access to many service providers such as the Veteran's Administration, Lexington Rescue Mission (Jobs For Life employment program and several housing programs), Jubilee Jobs, Isaiah House, ARC, New Vista, Lighthouse Ministries, and

others. NLDC also partners with LFUCG on many initiatives to address challenges affecting the homeless/at-risk-of-being-homeless populations. Utilizing KYHMIS database will enhance our ability to coordinate with the broader community of providers.

G. Does your emergency shelter assess and address the safety risks for people fleeing domestic violence?

Yes, NLDC proactively addresses domestic violence risks and addresses them appropriately. When domestic violence is suspected/reported, we discuss this with the client, discuss options, and make appropriate referrals, including those to agencies supporting women leaving domestic violence situations. If we are aware of clients who are couples who have domestic violence within their partnership, we seek to assist in navigating the proximity of these clients around protecting the abused and referring to appropriate available supports.

H. Describe how shelter guests are assigned case management and detail how case management is provided in your shelter. What days/times are case managers available to assist guests? How often do case managers discuss housing options with guests? Are there any prerequisites for guests to access case management? What is the overall capacity of case management services and the caseload ratios per case manager?

Case management is extremely important to our overall strategy, which is why we' have requested funding in this application to add a position that focuses on this aspect of our holistic approach with clients. Currently, when clients come into NLDC and register, the conversation begins with staff/volunteers around what their housing situation is and how NLDC can help them access resources needed. The goal for our staff is to check in on each client at least once every two weeks. We believe that the addition of one dedicated Case Manager to our staff will help us provide more personal assistance and track clients' progress exiting homelessness. In addition to

managing data input into the KYHMIS system, the Case Manager will provide coordinated entry case management for up to 40–50 unique clients per month.

I. How and when do the conversations about obtaining housing begin? Do case managers utilize best practices when working with clients, such as trauma informed care? What training does the shelter provide/require of case management staff on evidenced based practices?

The conversations surrounding a person's housing situation begin when a client registers at New Life Day Center. We believe that the addition of a Case Manager who has experience with trauma-informed care and evidence-based practices would greatly benefit our clients and would support his/her ongoing appropriate training.

J. How will shelter staff members or volunteers help shelter guests access documents required for housing (birth certificates, Social Security cards, etc.) when needed?

At the New Life Day Center our client database creates an NLDC photo ID as each client is registered. All clients registered with NLDC are provided with this photo ID (and replacement copies if lost) free of charge. NLDC also facilitates twice monthly zoom calls with the Social Security Administration assisting clients to get replacement copies of Social Security cards. NLDC works with partner agencies to assist clients in obtaining replacement birth certificates and KY State ID cards/Drivers Licenses. Their NLDC photo ID is accepted as a form of identification towards obtaining these much-needed vital records documents.

4.3 Low-Barrier (25 points)

A. Does the shelter set only minimal and reasonable requirements for guests, and does the shelter enforce these requirements in a fair and transparent way? (submit documentation).

NLDC has minimal and reasonable requirements for clients to utilize our resources. We require clients to register and/or check-in. We do not require work, volunteering, or payment for any services provided—they are free of charge to everyone. It is posted/available to read that clients have the "right to services free of charge." We also **have publicly posted documents on NLDC Culture, NLDC On-Site Client Behavior Expectations**, and **NLDC Client Disciplinary Guidelines** (See uploaded documents **NLDC_Culture.pdf, NLDC_Client Behavior Expectations.pdf**, and **NLDC_Client Disciplinary Guidelines.pdf)** for transparency of expectations and services provided.

B. Does your emergency shelter have minimal expectations or requirements of people seeking shelter? (submit documentation)

The only expectation for NLDC clients is that they register with us and abide by the **NLDC Client On-Site Behavior Expectations** (attached), prominently posted on-site.

C. Does your shelter welcome self-defined family and kinship groups to seek shelter together?

NLDC primarily serves adult clients. Families with minor children are referred to partner agencies that serve these populations. However, as an organization that serves adult clients NLDC has many couples on-site who receive services and that is welcomed. It is not a barrier to seeking services at NLDC to be part of a couple or self-defined family.

D. Can your emergency shelter identify financial resources that can support the adoption of low-barrier policies and practices and support extended or flexible hours and adapted service-delivery models?

NLDC has some of the lowest barrier policies and practices serving the homeless in the Lexington area. Many of our clients have been banned from receiving services from other

providers, and our policies and practices allow us to serve them. We realize that the problems many of our clients face with both drug use and mental health result in erratic and often problematic behavior. While we are firm and follow our guidelines when our behavior expectations are violated, we are quick to give people numerous chances to correct their behavior and long-term bans are extremely rare. When there is inclement weather such as heavy rain, snow, or extreme temperatures, we have opened early and remained open late as needed in order to keep our clients out of inclement weather for long as possible before they travel to/from other local service organizations. All the financial resources we seek support these goals of daytime emergency shelter meant to provide continuity and wrap-around care for our homeless clients.

E. Does your shelter accommodate pets and personal belongings?

NLDC accommodates pets in our gated, outdoor courtyard area. We have allowed pets in pet carriers in our indoor Community Room. For personal belongings, NLDC is one of the only organizations that provides locker storage to clients for their belongings. We currently have 113 lockers on-site that are assigned to clients. We currently have a board member who is obtaining 7 additional lockers (and potentially more) to install in our Community Room because this is such a needed resource.

F. Does the shelter make accommodations to store belongings and, if so, how?

As referenced in the previous question, NLDC provides locker storage. There is a locker waitlist, so several clients have volunteered to share lockers and help each other in this way to maximize the number of clients with access to lockers. NLDC also allows clients to bring personal possessions they have with them into the shelter—this is typically not restricted if they are able to carry belongings in/out with them at the close of business for the day. Every attempt is made to return items to clients if left behind on a previous day. NLDC recognizes the importance of

clients' belongings being kept with them in a safe and dignified way and strives to help this happen for as many clients as possible.

G. Do your shelter intake process and housing navigation services coordinate closely with community-based outreach services and Coordinated Entry?

NLDC exists to be a connecting point between homeless clients and the services they need to exit homelessness. As such, we do coordinate closely with local community partners to connect our clients to other organizations providing services that we do not have in-house. NLDC looks forward to becoming trained and participating in the city's Coordinated Entry process.

H. Does your shelter create flexible and predictable access for people seeking shelter?

Yes, our clients can come and go from our organization an unlimited number of times during our open business hours, and they can stay for the entire business day if they choose.

I. Are guests required or requested to contribute funds or labor to remain in the shelter? (submit documentation of any program fees or volunteer time required)

Our clients receive ALL services free of charge, as is prominently posted in our **NLDC Client On-Site Behavior Expectations** (attached)**.** We do have some clients who choose to contribute in voluntary ways to assist with our shelter operations, and we have some clients who have been selected for part time, contracted paid roles, but there are very clearly no expectations tied to receiving services.

J. Are guests required or requested to leave the shelter during any portion of operating hours?

No, they are welcome to stay on-site the entire time we are open daily, or they may come and go at will. The only reason a client would be required to leave is if there was a significant violation of our posted **NLDC Client On-Site Behavior Expectations** (attached)**.**

K. Are guests required to participate in classes or programs as a condition of remaining in the shelter?

No, they are not, however, all clients have equal opportunities to participate in any programs or services provided. There is no requirement to participate other than the client's willingness.

L. Describe the process followed to determine whether someone is admitted or removed from the shelter and appeals available to those denied access. Applicants should include with their proposal a copy of written operation procedures for denial of services. This includes drug testing. (submit documentation)

See uploaded **NLDC_Client Disciplinary Guidelines.pdf**, which is prominently posted on-site, and contains the process that we follow if there has been a violation of **NLDC Client On-Site Behavior Expectations** on our property (see uploaded document **NLDC_Client Behavior Expectations.pdf**).

M. How many participants were restricted, denied access, or banned in the past 12 months for reasons described above?

Following our posted **NLDC Disciplinary Guidelines** (attached), on average NLDC has 4 clients restricted for the rest of the business day per week; 2 clients a month restricted for a 3-day period; and about 1 client per month restricted for a 1-week period. No clients were permanently "banned" from services in 2023. NLDC serves a population that needs many chances to be able to make different choices. Our organization makes every effort to allow clients to continually have this opportunity to change their behaviors and choices for the better.

N. What is the shelter's process for reviewing restrictions/bans and allowing guests to return?

Restrictions are posted privately in the office, so that all staff are aware of the restriction and its expiration. The return date is discussed with the client at the time of the suspension/restriction. This process ensures all staff are informed and that clients are welcomed upon re-entry. Our established **NLDC Disciplinary Guidelines** (attached) are followed, and any changes made to a restriction must be approved by the Executive Director.

4.4 Actual Results (20 Points)

See **Actual Results** in uploaded document "**NLDC Stats.pdf**".

We look forward to getting started with the city's KYHMIS system which will improve our ability to track and monitor client engagement and progress.

4.5 Budget, Appropriateness and Feasibility of Budget (10 points)

4.5 Budget Data	***NLDC Totals***
Number of individual beds available:	*n/a; not an overnight shelter*
Number of units available for families, if applicable:	*n/a; not an overnight shelter*
If day shelter, number of guests that can be accommodated: * *NLDC individual numbers fluctuate as clients come and go throughout the day. NLDC occupancy for the Community Room is no more than 100 persons at a time.*	*NLDC serves on average 148 clients per day.*
Funds requested from LFUCG:	*$303,165*
Average daily census for individuals based on KYHMIS data:	*n/a; have not yet participated in KYHMIS*
Average daily census for families based on KYHMIS data:	*n/a; have not yet participated in KYHMIS*
If day shelter, average daily census/persons served:	*148*
Total annual budget for shelter (all funding sources):	*$600,261*
% LFUCG investment (LFUCG Request/Total Budget * 100):	*50.51%*

See attached budget documents: NLDC 2024_Agency Line Item Projected Budget.pdf and **NLDC_ESR Budget Template_Completed.pdf**. A description of all funding sources other than LFUCG are detailed on **Page 4** of **NLDC_ESR Budget Template_Completed.pdf**.

Expanded Supportive Services: If this grant is awarded, we will be expanding our supportive services in the following ways. **1.** The proposing organization will be adding a Case Manager

who will focus on assessing client needs and facilitating appropriate connections with other agencies and service providers and assist clients as needed in accessing the services needed. **2**. We will be adding third party contract security services during all hours that we are open, (including one hour before we open and one hour after we close to address congregating and behavior occurring on/around our property). This needed service ensures the safety of our clients as well as our staff and volunteers. There is also a public safety improvement achieved by the outdoor security rounds they will do during business hours and overnight. **3**. We will provide an opportunity for a small number of our clients to be paid to assist with daily responsibilities of keeping our facility and the surrounding area clean, while at the same time improving the consistency of the cleanliness of our facility and property.

NLDC provides daytime emergency shelter and supportive services, the program for which we are seeking ESR funding. As outlined in the uploaded **NLDC_ESR Budget Template_Completed.pdf** (**Page 3**), NLDC is proposing a combination of current paid staff roles, proposed new staff roles, and an addition of third party contracted staff and contracted clients to achieve our objectives. **We believe Page 3 of the uploaded document NLDC_ESR Budget Template_Completed.pdf provides the clearest picture of our request.** The percentage of funding we request for each staff and third party contracted roles are clearly defined on this page. We seek 50% funding for currently established roles and 100% funding for new roles for expanded services. We also request funding for supplies, utilities, facilities (rent), security and surveillance, and portable toilets and handwashing station. We strongly believe that the funding requested in these areas directly benefits the daily care, safety, support & progress of clients seeking shelter and assistance at NLDC as they attempt to exit homelessness and/or improve their quality of life.

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
Full-Time (FTE)	186,480	85,788	100,692
Part-Time	18,720	5,710	13,010
PROGRAM STAFF SALARIES TOTALS	205,200	91,498	113,702
2. STAFF FRINGE BENEFITS			
Health, Life, Dental, Vision, Etc.	12,480	8,143	4,337
TOTAL FRINGE BENEFITS (15% of total pay)	12,480	8,143	4,337
3. CONSULTANT SERVICES			
Security Guard & Rounding Services	7,200	0	7,200
Client Clean Up Crews	11,615	11,615	0
TOTAL CONSULTANT SERVICES	18,815	11,615	7,200
4. SPACE/FACILITIES			
	51,158	12,790	38,369
TOTAL SPACE/FACILTIES	51,158	12,790	38,369
5. OPERATING EXPENSES			
Supplies	24,000	12,000	12,000
Utilities	15,600	7,800	7,800
Portable Toilet (Standard) w Servicing 3 x's Per Week	1,800	1,800	0
Portable Toilet (Handicap)w Servicing 3 x's Per Week	2,640	2,640	0
Portable Hand Wash Station w Service 3 x's Per Week	2,100	2,100	0
TOTAL OPERATING EXPENSES	46,140	26,340	19,800

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
6. SCHOLARSHIPS/STIPENDS			
	0	**0**	**0**
TOTAL SCHOLARSHIPS/STIPDENDS EXPENSES	**0**	**0**	**0**
7. OTHER			
Administrative Expenses	**4,475**	**0**	**4,475**
Insurances NLDC	**6,423**	**0**	**6,423**
Workers Comp Insurance	**3,120**	**0**	**3,120**
Bldg/Facilities Maintenance	**7,200**	**0**	**7,200**
Line of Credit / Cash Flow for Projects	**9,600**	**0**	**9,600**
Miscellaneous	**1,200**	**0**	**1,200**
TOTAL OTHER EXPENSES	**32,018**	**0**	**32,018**
TOTAL FY2025 PROGRAM BUDGET	**365,811**	**150,386**	**215,425**
		41.11%	58.89%

LEXINGTON

RFP-34-2024
The Salvation Army
Supplier Response

Event Information

Number: RFP-34-2024
Title: Emergency Shelter - SUPPLEMENTAL ESR
Type: Request For Proposal
Issue Date: 4/30/2024
Deadline: 5/8/2024 02:00 PM (ET)
Notes: This is a SUPPLEMENTAL RFP. If you submitted a proposal in response to RFP 25-2024 you do not need to resubmit on this RFP

Contact Information

Contact: Todd Slatin
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The Salvation Army Information

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

Kendall Anderson
Signature

Kendall.Anderson@use.salvationarmy.org
Email

Submitted at 5/6/2024 01:42:02 PM (ET)

Response Attachments

The Salvation Army Signed Documents.pdf

The Salvation Army Hanger Lodge Signed Documents

The Salvation Army Workforce Analysis Form.pdf

The Salvation Army Workforce Analysis Form

The Salvation Army AAP 08.10.2015 (Parts A and B).pdf

The Salvation Army Affirmative Action Plan

The Salvation Army 4.1 Supplemental Documentation.pdf

The Salvation Army Hanger Lodge 4.1 Supplemental Documentation

The Salvation Army 4.3 Supplemental Documentation.pdf

The Salvation Army 4.3 Supplemental Documentation

The Salvation Army Hanger Lodge Budget FY2025.xlsx

The Salvation Army Hanger Lodge Budget

FY2023 ESG CAPER - The Salvation Army Fiscal Year End Report.pdf

FY2023 Fiscal Year End Report

FY2024 ESG CAPER - The Salvation Army YTD Report.pdf

The Salvation Army YTD Report

The Salvation Army Hanger Lodge ESR Grant FY25.docx

The Salvation Army Grant Application FINAL

The Salvation Army Hanger Lodge

ESR Grant Submission

Project Summary

The Salvation Army Hanger Lodge, a 158-bed facility located at 736 West Main in Downtown Lexington, provides emergency shelter and resources for those experiencing homelessness in our community. Our primary clientele are women, children, and families. Residents have access to a variety of programs while staying with us including meals, educational programs, job readiness, and financial counseling. Families & children are eligible for complimentary childcare at our Early Learning Center and onsite Boys & Girls Clubs, clothing & school supplies, tutoring, and additional case management via our Family Resource Coordinator. The overall goal of our program is both to provide temporary shelter and long-term solutions for our residents to move to permanent housing.

Kendall Anderson
Community Relations & Development Coordinator
Kendall.Anderson@use.salvationarmy.org
859.252.7706 (Office)

4.1 General Shelter Information

The Salvation Army Hanger Lodge, located at 736 West Main in Downtown Lexington, has served the Central Kentucky community for over 35 years and has long provided shelter, food, clothing, medical care, group & individual counseling, and case management services by trained social workers to the Lexington Homeless population.

Our adjusted occupancy is currently 158 beds, and we are consistently at 100% capacity. We employ 3 full time case managers to provide intense case management services (each client is assigned a case manager) to ensure our clients' needs are met onsite, they have a plan for successfully exiting the Hanger Lodge, and to break the general cycle of poverty (many of our clients are families with children). Children and Young Adults staying with us also have access to childcare and preschool at our onsite Early Learning Center as well as quality after school and summer programs at our Boys & Girls Club. Services are offered free of charge for our Hanger Lodge families. Hours of operation for the Hanger Lodge are 24 hours a day and 365 days per year. Staff are available at all hours and our Director of Guest Services resides onsite for immediate needs.

All of our clients are at risk of homelessness for a variety of reasons, each one could be on the streets tomorrow without our services. Many are children, we saw 111 children under 5 last year; 85 children under 12; and 26 13-17 year olds. Beyond that we had 87, 18-24 year olds; 160, 25-34 year olds; 191, 35-44 year olds; 142, 45-54 year olds; 100, 55-61 year olds; 46 people over 62+.

We offer each person a way to better their circumstances. The Salvation Army Hanger Lodge continues to serve our population in the best way we can: (higher than the National rate of 17%)

Kentucky's children are at 19% (Fayette) below the poverty level, whether it is barriers to overcome poverty which can mean hunger, illness and insecurity for families. Services like on-site life skill classes, job training, and health care give women the resources they need to build a self-sufficient future.

Our agency is focused on breaking the cycle of poverty and returning our clients to permanent housing. We aim to address each and every barrier that our clients face and return them to be productive members of society though a variety of services geared at financial stability.

4.2 Rapid Resolution, Housing-Oriented

Upon entering each person will be given a case manager to assist them. This case manager will address each persons needs, tailoring to every individual exactly what they may need. It may be any of these or all of these, we will assist each client with whatever they may need. Every person is different when you are trying to address their issues, one may need a job and others may something else. We strive to create a safe place to explore each and every need they may have. We will take steps to provide assistance to each client to better address whatever they may need.

The Residents of the Lodge also have access to the following resources at no cost:

-Enrollment in our Boys & Girls Club (Kindergarten through 8th grade)

-Enrollment in our Early Learning Center (ages 6 weeks to 5 years of age)

-Access to our Monday Music & Arts Program (All Ages)

-Tutoring though UK College of Education Mondays through Thursdays (Adults & Children)

-Access to Medical Services (this is open to the homeless community as a whole as a walk-in clinic) including traditional healthcare, pediatric health care, vaccinations, tobacco cessation programs, hypertension management programs, behavioral health programs, dental programs via UK College of Medicine on a rotating schedule based on the clinic itself

-Bus Passes for Travel to Work, School, and or/ Job Interviews

We currently employ 3 Case Managers and 1 Family Resource Coordinator whose roles are to develop case management plans for the residents, if they are willing, including goals and timelines. At present we have a staff devoting 10 hours per week to the Pathway of Hope program which is specifically geared towards families actively looking to move to financial stability & permanent housing.

To assist clients in achieving these goals we will be as compassionate as we can: it may mean that we provide things to one client and something entirely different to someone else. To be clear each "unit of service" may be very different from one person to another. A weekly one hour support group for 12 weeks,could be just as useful as, 3 hours of advocacy services. We need to be flexible to understand our client's emerging needs.

4.3 Low Barrier

The Salvation Army Hanger Lodge recognizes the value of low-barrier, housing first models. Our staff team are tasked with providing those experiencing homelessness with a safe place to stay as quickly as possible. As we do accommodate children and have a licensed childcare program onsite we are unable to accommodate sex offenders and have a zero tolerance drug use policy. Please note if a guest tests positive for drug use upon entry they still may be given shelter if they enter a rehabilitation program. Rules are reviewed onc-on-one with each client and

include minimal & reasonable requirements. Guests are welcome to ask questions for clarifications. Guests are required to meet with their assigned caseworker weekly. We welcome families of all types and are open to all. Our program funding is currently flexible to community needs with 45% having no designation other than supporting the Hanger Lodge overall. We are unable to accommodate pets, but welcome service animals. Each guest is provided with one locker and two dressers for their belongings. If a guest departs without notice belongings are stored on a short-term basis.

We work with Lexington's Coordinated Entry System as well as local law enforcement, United Way 211, local hospitals & medical providers, and other shelters to both identify and assist individuals in need of shelter. Guests are welcomed at every hour, every day – staff are available 24/365. We request that guests participate in daily chores and attend life skills programs when not at work. However, failure to do so is not not grounds for removal.

Guests are not charged nor are they expected to contribute in terms of volunteer/service hours during their stay.

4.4 Actual Results

Please see attached KYHMIS Data.

4.5 Budget, Appropriateness, and Feasibility of Budget

Please see attached budget.

Number of individual beds available:	158
Number of units available for families:	19
Funds Requested from LFUCG:	$125,127
Average daily census for individuals based on KYMIS data:	117
Average daily census for families based on KYHMIS data:	49
Total annual budget for shelter (all funding):	$959,625

% LFUCG investment (LFUCG Requests/Total Budget):	13%

Funding for the Hanger Lodge comes from a variety of sources including unrestricted funds that come in as part of our general fundraising campaigns, direct donations specific to Hanger Lodge, grant dollars, and those provided to us by LFUCG.

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

							Annual		
							A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES									
Staff Name	**Title**	**FTE**	**% Prog**	**Amt/mo**	**# months**	**Annually**			
Exempt Staff									
Director	Director	Yes	100	4,689.59	12	56,275.13	56,275.13	56,275.13	-
Property Manager	Property Manager	Yes	20	3,835.11	12	46,021.29	46,021.29	31,312.88	14,708.41
Non-Exempt Staff									
101	Lead Case Manager	Yes	100	2,975.97	12	35,711.63	35,711.63		35,711.63
102	Guest Services - FT	Yes	100	2,006.72	12	24,080.69	24,080.69		24,080.69
103	Guest Services - FT	Yes	100	1,905.92	12	22,871.08	22,871.08		22,871.08
104	Guest Services - FT	Yes	100	2,074.96	12	24,899.51	24,899.51		24,899.51
105	Guest Services - FT	Yes	100	1,972.61	12	23,671.28	23,671.28		23,671.28
106	Guest Services - PT	No	100	682.35	12	8,188.18	8,188.18		8,188.18
107	Guest Services - PT	No	100	706.54	12	8,478.49	8,478.49		8,478.49
108	Guest Services - PT	No	100	1,531.63	12	18,379.54	18,379.54		18,379.54
109	Guest Services - FT	100	100	2,201.24	12	26,414.86	26,414.86		26,414.86
110	Guest Services - PT	No	100	744.38	12	8,932.56	8,932.56		8,932.56
111	Guest Services - PT	No	100	781.60	12	9,379.19	9,379.19		9,379.19
112	Guest Services - PT	No	100	864.01	12	10,368.15	10,368.15		10,368.15
113	Guest Services - PT	No	100	744.38	12	8,932.56	8,932.56		8,932.56
114	Guest Services - On-Call	No	100	293.99	12	3,527.83	3,527.83		3,527.83
115	Guest Services - On-Call	No	100	265.19	12	3,182.22	3,182.22		3,182.22
PROGRAM STAFF SALARIES TOTALS				28,276.18		339,314.19	**339,314**	**87,588**	**251,726**
2. STAFF FRINGE BENEFITS									
Health, Dental, Vision, Life, Long and Short Term Disability Insurance (19.9% of total pay)							67,523.52	18,769.00	48,754.52
FICA (7.65% of total pay)							25,957.54		25,957.54
401 match from employer (4.5% avg of total pay, immediate vesting)							15,269.14		15,269.14
Other personnel costs: includes incentives for health services and attendance (1.5% of total pay)							5,089.71		5,089.71
Workers Comp (1.2% of total pay)							4,071.77		4,071.77
SUI (.6% of total pay)							2,035.89		2,035.89
TOTAL FRINGE BENEFITS (35.35% of total pay)							**119,948**	**18,769**	**101,179**
4. SPACE/FACILITIES									
TOTAL SPACE/FACILTIES							**0**	**0**	**0**
5. OPERATING EXPENSES									
Food and Beverage							159,650.00	18,770.00	140,880.00
Kitchen Supplies							26,265.00		26,265.00
Telephone Service							12,019.00		12,019.00
Office Supplies							2,515.00		2,515.00
Program Supplies							22,145.00		22,145.00
Clinic Supplies							-		-
Copiers/Equipment Rental							2,060.00		2,060.00
Computer Repairs/Maintenance							-		-
Mileage							-		-
Vehicle Repair and Maint.							3,016.25		3,016.25
Vehicle Insurance							5,429.25		5,429.25
Gas for Vehicles							3,619.50		3,619.50
Professional Liability Insurance							-		-
TOTAL OPERATING EXPENSES							**236,719**	**18,770**	**217,949**
7. OTHER									
Professional Service Fees							90,125.00		90,125.00
Utilities							97,850.00		97,850.00
Property Upkeep/Janitorial Supplies							58,669.00		58,669.00
Furnishing and Equipment Purchase and Repairs							17,000.00		17,000.00
TOTAL OTHER EXPENSES							**263,644**	**-**	**263,644**
PROGRAM TOTAL BUDGET							**959,625**	**125,127**	**834,498**

AFFIDAVIT

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

1. His/her name is Kendall Anderson and he/she is the individual submitting the proposal or is the authorized representative of The Salvation Army, CKAS, 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 Procurement 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.

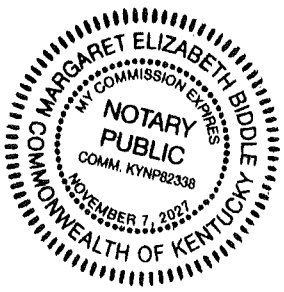
Kendall H. Anderson

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Kendall H. Anderson on this the 25th day of April, 2024

My Commission expires: November 7, 2027



Margaret Elizabeth Biddle

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.

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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.

Kimberly J
Signature

The Salvation Army, CLAS
Name of Business

Firm Submitting Proposal: The Salvation Army

Complete Address: 1163 West Main Lexington, Ky 40508
Street City Zip

Contact Name: Kendall Anderson CRD Title: Coordinator

Telephone Number: 859-252-7106 Fax Number: _____

Email address: Kendall.anderson@use.salvationarmy.org

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, safely 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.

Kendall F
Signature

4.24.2024
Date

THE SALVATION ARMY HANGER LODGE/SHELTER RULES

The Salvation Army Central KY Area Services' designated service area is Fayette, Jessamine & Scott Counties.
The Hanger Lodge/Shelter serves single women with minor children and single women without children.

Welcome to The Salvation Army Shelter/Lodge. Our program is designed to help lift you to a place of self-sufficiency. We need your help to keep our facility safe and clean. Please read and strictly adhere to the following rules.

1) Enter the Shelter/Lodge with a **POSITIVE ATTITUDE** and **WEARING a MASK**.

2) **RESPECT** yourself. **RESPECT** other guests. **RESPECT** volunteers. **RESPECT** staff members.

3) Guest must meet with the Director of Guest Services (DGS) within 24 hours of arrival.

4) Guest will be assigned a Caseworker within two business days. Guest must check the board for case manager and meeting date and time. Guest must keep regular meetings with case managers. A case plan will be developed that must be followed. Honest, accurate and thorough information must be provided by each guest.

5) Guest are responsible for their own self-care and should be out of bed, showered, dressed and cleaning their areas by 9:00 a.m. Daily. All guest are to be fully engaged in their case plan activities Monday – Friday from 8:30 a.m. to Noon. An exception will be made for guest employed full time (note: a copy of your work schedule must be provided), guest who have an appointment in the facility or are scheduled to do laundry before 10 a.m., or guest providing direct care for their child(ren).

6) Guest must be able to self-rescue/self-ambulate and are required to participate in fire drills. Please use the nearest fire exit when the alarm sounds and proceed to End of the Property Line. Do not leave property during a fire alarm without checking in with a guest assistant so you can be accounted for. **Always** evacuate when the alarm sounds.

7) Education is an important component of the program. Guest are required to attend life skills education classes and other mandatory classes as listed on the monthly calendar; unless employed during class hours. Important: A guest may only be excused from attending a particular class by his or her caseworker.

8) If you need to speak with your Caseworker, Casework Supervisor or the DGS and do not have a scheduled appointment, you need to fill out a Case worker request form found at the front desk (for caseworker) and purple sheet for DGS located by DGS office

9) Residential business calls may be scheduled with your case worker by completing a Caseworker Request Form. Please make long distance calls during weekly case management meetings. If a guest needs to make a long-distance call prior to his or her regularly scheduled case management meeting, please submit a Caseworker Request Form.

10) All guest are required to sign out with destination every time they leave the Shelter and sign back in when returning. Parent/guardians must leave their room key at the front desk when leaving the property. Older children must be signed out at the front desk by their parent/guardian and then escorted off property if they choose to leave unsupervised. No other person can sign a guest out or in at the front desk.

11) All prescription and over the counter medications MUST be given to staff for storage. Exceptions must be granted in advance at the discretion of the DGS. Guest are NOT to share medication with another person or administer medication to another person.

12) We reserve the right to search any bags or belongings brought into the Shelter/Lodge. Lockers and closets are also subject to random search. Guest are required to cooperate with searches.

13) Guest are required to submit to random drug and alcohol testing with the understanding a staff member must be present at the time the specimen is collected. This is a zero-tolerance facility; therefore, testing positive or failure to comply can result in suspension from the shelter. If you violate a drug policy, you may return to the facility after you have proof you have successfully completed a drug and/or alcohol rehabilitation program or one year has elapsed since the drug policy was violated.

14) Guest must get a ticket at the front desk for meals. Tickets will be issued at mealtime only. Sack lunches are available for employed guest who will not be here at mealtime. A copy of your work schedule will be required. If sack lunches are not picked up two days in a row it's an automatic forfeit from the sack lunch program. Applications for sack lunch are available outside the DGS office and must be applied for by 4 p.m. Saturday for the following week. You must reapply with your schedule each week by Saturday. Guest requiring a special diet due to medical or religious reasons need to notify the DGS.

15) No food or beverages may be taken out of the cafeteria. No food or beverages are allowed in dorms or family area rooms except for plain bottled water (exception is made for WIC Approved baby food only). Refrigeration is available for babies' food and milk. Parents/guardians should see the Kitchen Staff for bottle washing and sanitation times. Be sure to date and initial your items. Please be courteous and clean up any spills or messes you make.

16) Typically, all food and beverages are consumed in the dining room only. Food nor drinks can be taken from the dining room. Snacks will be provided in the front lobby each night between 7:30pm – 8:30pm. No snack items may be left on the patio unattended. Smoking is not permitted when children are in the snack area. **ABSOLUTELY NO FOODS CAN BE BROUGHT ON PROPERTY!!**

17) The Salvation Army is **not** responsible for lost or stolen items. Please keep your doors locked (family area) and your valuables out of sight. There are lockers available for singles that can be used for small valuables.

18) All guest will be assigned chores/duties in the facility (chores, one or more are rotated weekly). Chores are NOT optional. If you are unable to attend to your assigned chore due to an emergency, it is your responsibility to receive an approved excuse from DGS and find another guest who can complete that chore for you. In the case of physical limitation, a physician's note listing suitable chore options will be required.

19) Single guest must be in their rooms and lights out by 11:00 p.m. Guest with children must be in their rooms with children in bed by 9:00 p.m. on school nights and 10:00 p.m. on non-school nights.

20) For the safety of children, parents/guardians must provide supervision for their child(ren) **at all times**. Parents/guardians must ensure that their children are using the appropriate playground equipment and toys suitable for their child's age. Big wheels, toy weapons, roller blades, skates or other playground items are not to be brought inside the facility. Parents/guardians must bring their child(ren) to breakfast, lunch and supper so they do not go hungry. Children may never be alone for meals. **Under no circumstances may one guest handle or baby-sit another guest child(ren) while on Salvation Army property.**

21) Weekend passes must be approved by the Director After 30 days, one pass every 30 days and two extended curfews may be requested. Guest must apply for the pass by Thursday 4:00 p.m. for that weekend. Do not leave before your pass has been approved.

22) Guest who have two no shows for curfew throughout duration in facility without permission will forfeit their bed/room. Guest who check out of the lodge must take their belongings and medication with them. **Belongings, including medication, will be held for 48 hours unless previous arrangements have been made with the DGS. Mail will be held for 30 days.**

23) Guest are **NOT** permitted to switch beds (single dorms) or rooms (family area) without permission from the DGS. You may not rearrange furniture, or put tape, stickers or markings on furniture. Never create a hazard by placing objects in front of the door to your room. Windows may not be opened or unlocked unless approval is given by the DGS.

24) Guest may request to schedule a laundry time once per week by asking at the front desk. When scheduling laundry, keep in mind adolescent boys are not permitted in the downstairs area before 10:00 a.m. or after 5:00 p.m. Guest must comply with the drying and bagging of clothing and cloth items for health and safety reasons. ***GUESTS ARE NOT TO DO LAUNDRY FOR OTHER GUESTS.***

25) Visitation for the Shelter/Lodge is Sundays from 2:00 p.m. – 4:00 p.m. in the reception/lobby area. All visitors are required to sign in and out.

26) Television in the Family Area is geared towards children. Only appropriate shows are to be watched on the Family Area TV at the discretion of the DGS. In both family and singles areas there may be no soap operas, BET, VH1, MTV, and talk shows are under DGS' discretion.

27) Congregating or speaking loudly in the hallways or the lobby is not permitted. Standing and socializing outside the DGS' office, the Caseworkers' offices, or the Front Receptionist desk is not permitted as it creates difficulty for others being served. Please use the lounge areas for socializing.

28) There is **NO SMOKING** (including electronic cigarettes, rolling tobacco, and smokeless tobacco products ex. Snuff, dip, and chewing tobacco) anywhere in the building or on Salvation Army grounds except for the far end of the playground or the patio between the Way House and Lodge. **Rolling cigarettes are not allowed on property!!**

29) To protect the safety and privacy of another guest, **please refrain from using your camera and no video recording.** One cell phone and charger per person.

30) Small radios may be used in family rooms as long as it does not disturb your neighbors. Small radios without electric cords or camera devices may be used in dorms with headphones so you do not disturb other residents.

31) Guest with vehicles must **ALWAYS** park behind the facility. Please use the sidewalk alongside the early learning center facility (not the sidewalk beside the playground). **Please see DGS for a monthly parking pass.** Vehicles not parked in the designated area and not properly tagged is subject be towed at the owner's expense.

32) Guest must be fully dressed at all times; this includes being fully dressed in dorm rooms. Appropriate undergarments and clothing must be worn in common areas **(no pajamas or lounge pants – Determined by DGS)**. Shoes, (not house slippers), must be worn at all the times, inside and outside the facility. No bare feet or flip-flops without socks in the dining area.

33) **NO** possession of any items listed on the contraband list.

34) Profanity, sexually related comments or whistling, and intimate touching of any kind is **not** permitted. Please be mindful this is a community living situation with children.

35) A lounge for single women and a lounge for families is provided for socialization. Visiting in other dorms/rooms or sitting or lying on another resident's bed is not permitted.

36) One guest at a time in the shower and toilet stalls is permitted. Please respect the privacy of others.

37) Outdoor seating areas have been designated on campus for your enjoyment. **Loitering around the property or inside parked vehicles on property is not permitted.**

38) All guest must use the sidewalk. For safety reasons, kindly refrain from walking through the parking lot.

39) **NO** roughhousing indoors or outside. No playing on the stairs.

40) Pets are not permitted on the property (inside or outside). **Service animals permitted with proper documentation.**

41) Gambling of any kind is **NOT** permitted. Card playing is allowed with the permission of the DGS.

42) Upon receiving income, residents must provide their caseworker with verification of their savings toward housing.

43) Once guest have successfully gained employment, they will begin to pay a program fee of ten dollars a week.

44) Warnings will be issued when guest fail to follow the rules. Guest receiving a warning must communicate with the DGS within 24 hours. Warnings will become a permanent part of your record. The DGS may ask you to leave after four (4) warnings or one (1) gross infraction. A gross infraction will cause your readmission to the Shelter to be subject to an evaluation and approval by the DGS. Gross infractions that may call for immediate suspension include:
    - A. Violent behavior or extreme verbal abuse (to anyone), strong profanity, racial slurs, and gender discrimination
    - B. Stealing from anywhere or anyone in the Shelter or property
    - C. Smoking inside the building or in an undesignated area including electronic cigarettes
    - D. Possession of alcohol, unauthorized drugs, loose tobacco (in any container), weapons, ammunition or dangerous chemical agents in the Shelter/Lodge or on the premises.
    - E. Being under the influence of alcohol or illegal drugs in the Shelter or on the property
    - F. A positive drug or alcohol test or failure to submit to testing
    - G. Intimate touching of any kind
    - H. Prostitution
    - I. Selling of controlled substances
    - J. Indecent exposure
    - K. Damage to the Shelter/Lodge or Salvation Army premises
    - L. Behavior that threatens the well being of yourself or another resident or staff
    - M. Use of cell phone devices with (cameras, video) is prohibited anywhere in the shelter/Lodge. (This measure is important in order to protect our guest which include children and domestic violence victims.)
    - N. Failure to place medications (over the counter or prescription) in medicine box immediately upon entering the shelter/Lodge unless permission has been granted by the DGS.
    - O. Providing false identification

45) **IMPORTANT**: The Salvation Army operates a program, not a hotel where people check in and out repeatedly, and bed space is extremely limited. Therefore, once you leave, be aware there is a 60-day waiting period after the first stay before you may return to the Shelter/Lodge; a 90-day waiting period after the second stay; and a year thereafter. We recognize there may be special circumstances when it is appropriate for a resident to return to the Shelter/Lodge prior to the end of the waiting period; therefore, "Admission Exemption" application forms are available at the front desk and once completed will be evaluated by the DGS

Below is some additional information we want you to know.

Should a Guest have a grievance, the established procedure as outlined:

Guest grievances involving a guest assistant, or another guest should be shared promptly by speaking with the DGS. If the matter is not resolved to the satisfaction of the guest, the guest should complete a grievance form (forms may be obtained from the DGS and at the front desk) and call the Executive Assistant for Administration at extension 118 to make an appointment with the Associate Area Coordinator and to arrange delivery of the completed grievance form.

Guest grievances involving a caseworker should be shared promptly by speaking with the Casework Supervisor. If the matter is not resolved to the satisfaction of the guest, the guest should complete a grievance form (forms may be obtained from the Casework Supervisor and at the front desk) and call the Executive Assistant for Administration at extension 118 to make an appointment with the Associate Area Coordinator and to arrange delivery of the completed grievance form.

Note:* Guest *should NOT leave Grievance Reports at the front desk. It is the responsibility of the guest to deliver the Grievance form to the Executive Assistant. All information provided must be true and accurate.

- The Salvation Army is committed to providing you with the tools and resources necessary to rebuild your life. You will need to do your part! Please approach this experience with a positive attitude. You are the one who will benefit the most.

  The Salvation Army provides shelter and other services for one reason – God Loves People. The Salvation Army provides spiritual counseling, Bible studies and worship services designed to bring hope and meet spiritual needs. You are welcome, but not required, to attend Sunday School at 10:00 a.m.; Sunday Worship at 11:00 a.m.; and Bible Study on Thursdays at 2:30 p.m. Also, you may request to speak to a Chaplin/Pastor. You may request a room to meet with a clergy member of your choice. Such requests for spiritual counseling should be made with the DGS.

- Daily Schedule
  - 5:00 a.m. – 7:45 a.m. Continental Breakfast **(no cell phone)**
  - 8:00 a.m. Room inspections
  - 10:00 a.m. Sunday School (optional, Sunday)
  - 11:00 a.m. Worship (optional, Sunday)
  - 11:30 p.m. – 1:00 p.m. Lunch **(no cell phone)**
  - 4:30 p.m. – 5:30 p.m. Dinner **(no cell phone)**
  - 5:30 p.m. – 8:00 p.m. Clinic (Tuesday and Thursday) - sign-up is 4:30 p.m.
  - 8:00 p.m. Mandatory Residents Meeting (1st Tuesday – Singles & 3rd Tuesday - Families)
  - 7:30 p.m. – 8:30 p.m. Snack provided – including drink - **(Time may vary without prior notice)** **GUESTS ARE NOT ALLOWED TO BRING SNACKS ON PROPERTY**
  - 9:00 p.m. All children must be in bed on school nights (Note:10 p.m. on non-school nights)
  - 11:00 p.m. – 5:00 a.m. All residents in rooms/dorms (*TV's off / smoking area locked / Lights Off)*

I have read and understand the rules and guidelines for residents in the Shelter/Lodge. I agree to abide by all the rules. Furthermore, I understand the consequences of not abiding by the rules and guidelines.

_____ _____

Signature of Guest Date

_____ _____

Witness Date

NOTE: These rules are posted in various locations throughout the facility for reference by guest. Any guest may request a personal copy of his/her signed rules from the Director of Guest Services.

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

EQUAL HOUSING OPPORTUNITY

Note to LFUCG Grant Reviewers: Failure to meet the expectations listed in this document will **NOT** cause an individual to be removed or barred from our shelter. Only the violations listed in our "Hanger Lodge Rules" document will cause an individual to be removed or barred from our shelter.

Information & Procedures - Navigating Your Stay

1) Guests must be out of bed, showered, dressed and cleaning their areas by 8:00 a.m. Monday-Friday and 9:00 a.m. on Saturday and Sunday.

2) Guests must be able to care for themselves and are required to participate in all emergency drills. Always follow staff instructions to go to the proper locations during drills.

3) All guests must sign themselves in and out every time they leave the property.

4) All prescription and over the counter drugs **MUST** be kept in assigned medical box/bag behind the reception desk in the front lobby. Guests can only access medicine in the lobby.

5) Food and/or drinks cannot be taken out of the cafeteria. No food and/or drinks are allowed in dorms or family area rooms except for plain bottled water.

6) For the safety of children, parents/guardians must supervise their child(ren) on property at all times

7) Guests **CANNOT** switch beds (single dorms) or rooms (family area) without permission from the Director of Guest Services.

8) Smoking (including electronic cigarettes) is **NOT** permitted in the buildings or on Salvation Army grounds except for the far end of the playground or the patio between the Way House and Lodge.

9) Profanity, gambling, sexually related comments or whistling and intimate touching of any kind is **NOT** permitted.

DAILY LIVING

- Guests should check daily for mail, with the front desk staff.
- Guest will be assigned Caseworker, please check the white board for time and date of your schedule intake.
- Pets are not permitted on the property (inside or outside) unless the animal is a service animal.
- Guests are required to attend life skills education classes and other mandatory classes as listed on the monthly calendar; unless employed during class hours. Important: A guest may only be excused from attending a particular class by their caseworker.
- If you need to speak with your Caseworker, Social Service Coordinator or the Director of Guest Services and do not have a scheduled appointment, fill out a **Caseworker Request Form**. These can be found at the front desk.
- A phone for guest business use is located in the front hallway of the Lodge. This phone is for local calls only.
- We reserve the right to search any bags or belongings brought into the Lodge. Lockers and closets are also subject to random search. Guests are required to cooperate with searches.
- We reserve the right to randomly drug and alcohol test, with the understanding a staff member must be present at the time the specimen is collected. This is a zero tolerance facility; therefore, testing positive or failure to comply can result in suspension from the lodge.
- Guests are to be fully dressed at all times. Appropriate undergarments and clothing (no pajamas or lounge pants) must be worn in common areas. Shoes, (not house slippers), must be worn at all the times, inside and outside the facility.
- Visitation for the Lodge is Sundays from 2:00 p.m.-4:00 p.m. in the reception/lobby area. All visitors are required to sign in and out.
- Clothing items are restricted to what fits into each guest's assigned clothing unit/locker. Guests being housed in overflow spaces may keep one bag of personal items in the lobby restroom. Linens and up to one additional bag of personal items will be stored in the Lodge shed which will be opened once in the morning and once in the evening by Lodge staff.

DAILY SCHEDULE

o 5:00 a.m. – 7:45 a.m.	Continental Breakfast
o 8:00 a.m.	Room inspections
o 10:00 a.m.	Sunday School (optional, Sunday)
o 11:00 a.m.	Worship (optional, Sunday)
o 11:00 a.m.	Safe Haven group meeting (Wednesdays)
o 12:00 p.m. – 1:00 p.m.	Lunch
o 5:00 p.m. – 6:00 p.m.	Dinner
o 5:30 p.m. – 8:00 p.m.	Clinic (Tuesday and Thursday) - sign-up is 4:30 p.m.
o 8:00 p.m.	Mandatory Guests Meeting (1st Tuesday – Singles & 3rd Tuesday – Families)
o 8:00 p.m. – 8:30 p.m.	Snack (optional) – Milk & Ice @ 8:30 p.m.
o 9:00 p.m.	All children must be in bed on school nights (Note: 10 p.m. on non-school nights)
o 11:00 p.m. – 5:00 a.m.	All guests in rooms/dorms (*TV's off / smoking area locked / Lights Off)*

DORM/ WAYHOUSE/ FAMILY LIVING

- Single guests must be in their rooms and lights out by **11:00 p.m.**
- Guests with children must be in their rooms with children in bed by **9:00 p.m. on school nights and 10:00 p.m. on non-school nights.**
- Do not rearrange furniture, or put tape, stickers or markings on furniture. Windows are not to be opened or unlocked unless approval is given by the Director of Guest Services.
- Small radios may be used in family rooms as long as it does not disturb your neighbors. Small radios without electric cords or camera devices may be used in dorms with headphones so you do not disturb other guests.
- Guests are not permitted to watch soap operas, BET, VH1, MTV, on the TVs in the singles area, the Way House or in the Family area. Talk shows are under Director of Guest Services' discretion. TV operation hours are 6:00 am to 9:00 am and 6:00pm to 11:00pm.
- Television in the Family Area is only to be geared towards children. NO, MTV, BET, soap operas. TV operation hours are 6:00 am to 9:00 am and 6:00pm to 11:00pm.
- Parents/guardians must ensure that their children are using the appropriate playground equipment and toys suitable for their child's age. Big wheels, toy weapons, roller blades, skates or other playground items cannot to be brought inside the facility.
- Under **NO** circumstances may one guest handle or baby-sit another guest's child(ren) while on Salvation Army property.

MEALS/SACK LUNCHES/SNACKS

- Guests must get a ticket at the front desk for all meals. Staff will announce when tickets are available.

- No bare feet or flip-flops without socks in the dining area. Guests are to be appropriately dressed.

- Sack lunches are available for employed guests or guests with scheduled appointments who will not be here at mealtime. A copy of your work schedule will be required. If sack lunches are not picked up two days in a row it is an automatic forfeit from the sack lunch program.

- Applications for sack lunch are available outside the Director of Guest Services' office and must be applied for by 4 p.m. Saturday for the following week. You must reapply with your schedule each week by Saturday. Guests requiring a special diet due to medical or religious reasons need to notify the Director of Guest Services.

- Refrigeration is available for babies' food and milk. Parents/guardians should see the Director of Guest Services for bottle washing and sanitation times. Be sure to date and initial your items.

- Snacks (not meals) may be brought in the front door and taken directly through the lobby and eaten at the picnic tables **during designated time periods.**
  Families may have snack from 7 p.m.-8 p.m.
  Singles may have snack from 8:30 p.m.-9:30 p.m.

NO SHOWS/WEEKEND PASSES

- Weekend passes must be approved by the Director of Guest Services. After 30 days, one pass per month and two extended curfews may be requested. Guests must apply for the pass by Thursday 4:00 p.m. for that weekend. Do not leave before your pass has been approved.

- Guests will forfeit their bed/room after **two no shows**.

- Guests who check out of the lodge must take their belongings and medication with them. Belongings, including medication, will be held for 48 hours unless previous arrangements have been made with the Director of Guest Services. Mail will be held for 30 days.

- **IMPORTANT**: The Salvation Army operates a program, not a hotel where people check in and out repeatedly, and bed space is extremely limited. Therefore, once a guest leaves, there is a **60-day** waiting period after the first stay before a guest may return to the Lodge; a **90-day** waiting period after the second stay; and a year thereafter. We recognize there may be

special circumstances when it is appropriate for a guest to return to the Lodge prior to the end of the waiting period; therefore, "Admission Exemption" application forms are available at the front desk and once completed will be evaluated by both the Director of Guest Services and Social Service Coordinator.

CHORES

All Guests will be assigned chores/duties in the facility (chores, one or more are rotated weekly). Chores are NOT optional. If an emergency situation arises, it is your responsibility to receive an approved excuse from Director of Guest Services and find another guest who can complete that chore for you. In the case of physical limitation, a physician's note listing suitable chore options will be required.

LAUNDRY

- There is a laundry facility for guests to use downstairs in the lodge. Guests may request to schedule a laundry time once per week by asking at the front desk.

- **Families** – When scheduling laundry, keep in mind adolescent boys are not permitted in the downstairs area **before 10:00 a.m.** or **after 5:00 p.m.**

- When bringing clothing in, guests must comply with the drying and bagging of clothing and cloth items for health and safety reasons.

VEHICLES

Guests with vehicles must park behind the facility during the hours of 8:00 a.m.-8:30 p.m., Sunday-Saturday. Guests' vehicles may be parked in the front parking lot 8:30 p.m.-8:00 a.m. only.

WORSHIP

The Salvation Army is privileged to serve you in the name of our Lord and Savior, Jesus Christ. Our hope is that you will feel loved and supported through this special ministry at The Salvation Army. We want you to feel whole physically and spiritually. Please know we provide spiritual counseling, Bible studies and worship services designed to bring hope and meet spiritual needs. You are welcome, but not required, to attend Sunday school at 10:00 a.m.; Sunday Worship at 11:00 a.m.; and Bible Study on Thursdays at 1:00 p.m. Also, you may request to speak to a Chaplain/Pastor. You may request a room to meet with a clergy member of your choice. Such requests for spiritual counseling should be made with the Director of Guest Services.

FILING A GRIEVANCE

Grievance forms are available from the Lodge Front Desk, the Director of Guest Services, the Social Services Coordinator, Caseworkers and the Administration Front Desk.

Grievance Forms should be completed if:

1. A guest has a concern regarding a Guest Service Assistant or another guest that is not resolved after speaking to the Director of Guest Services -OR-
2. A guest has a concern regarding a caseworker that is not resolved after speaking to the Social Services Coordinator -OR-
3. A guest has a concern regarding the Director of Guest Services and/or the Social Services Coordinator that is not resolved after speaking with them.

- Grievance Forms must be filled out COMPLETELY.
- Grievance Forms must be turned into the Administrative Coordinator between 8 a.m. and 5 p.m., Monday-Friday.
    - If the Administrative Coordinator is not available:
        - The Administration Receptionist will provide an envelope to the guest for their form.
        - The guest should place the form in the envelope and seal it. They should give it to the receptionist to put in the Administrative Coordinator's mailbox.
- The Administrative Coordinator will acknowledge the grievance upon receipt with a letter placed in guest mail.

Expectations during your stay

Enter the Lodge with a **POSITIVE ATTITUDE**.

RESPECT yourself, other guests, volunteers and staff members.

Please be courteous and clean up any spills or messes you make.

Please respect the privacy of others.

Outdoor seating areas have been designated on campus for your enjoyment. Loitering around the property or inside parked vehicles on property is not permitted.

All residents must use the sidewalk. For safety reasons, kindly refrain from walking through the parking lot.

NO roughhousing indoors or outside. No playing on the stairs.

Note to LFUCG Grant Reviewers: Failure to meet the expectations listed in this document will **NOT** cause an individual to be removed or barred from our shelter. Only the violations listed in our "Hanger Lodge Rules" document will cause an individual to be removed or barred from our shelter.

Program Agreement

My entry into The Salvation Army Shelter/Program indicates my understanding and willingness to adhere to the following:

Case Management Support to Help Me Reach My Goal of Self Sufficiency:

The Casework Staff will assist me:

- In setting realistic and applicable short goals to obtain housing.
- In obtaining aid from other agencies and professionals in addition to making referrals when necessary.
- In representing my concerns to the Social Service Coordinator, Director of Residential Services

Weekly meetings will be scheduled with a caseworker to discuss my progress and set goals. Information that I share during these meetings may be discussed confidentially with other professionals as necessary to secure assistance for me to meet my goals. This is not an appropriate place to wait for the housing subsidy you may want, or to wait for disability hearing. Shelter is short term; working on housing options is an expectation of being granted shelter. Shelter access does not imply or guarantee access to income based housing.

When I need assistance and it is outside of my weekly meeting:

- I understand that I must fill out a **Casework Request Form** located at the front desk stating my specific need. It may take up to 24 hours for my request to be answered.
- I understand that I may not interrupt a caseworker in the hall or knock on her door when it is not my meeting time.
- I understand that if I have an emergency and I feel that I may hurt myself or someone else, I will tell the first staff person I see so that I may receive the help I need.
- I understand that if I have an *emergency* casework request, I may ask to speak to the Casework Supervisor if my caseworker is not available.

My Responsibilities:

- It is my responsibility to meet each week for a weekly meeting with my caseworker to discuss my progress and to schedule appointments with other social service agencies and professionals that are assisting me as necessary.
- Staff is present to assist you but, staff is not responsible for finding you housing. Staff provides tips and access to a phone or computer or apartment listings and other resources.
- Shelter is short term; working on housing options is an expectation of being granted shelter. Shelter access does not imply or guarantee access to income based housing.
- It is expected that you will spend all or most of the day time hours pursing housing options.
- I agree to provide information to my caseworker regarding any assistance/case management/services I am receiving from other agencies within the community.
- It is my responsibility to complete any written verification related to my Case Treatment Plan that may be suggested by my caseworker and submit it to my caseworker on time.
- If applicable it is my responsibility to attend all life skills classes and meetings that are required during my stay at The Salvation Army.
- I agree to submit my work schedule and paystub (or proof of income) to my caseworker upon employment and when/if I change employment or add employment.
- If applicable I agree that after I have resided here for 30 days and have obtained income I will pay $10 per week to continue my stay here. I will pay this money to the Casework Supervisor on Fridays or Mondays (per hours and method posted on her door), the week after I have stayed.
- I agree that I must show proof of my ***savings*** after employment to my caseworker each week by a mutually agreed upon method of savings.
- I agree to abide by the policies of The Salvation Army.

Please initial_____ **Date** _____

Case Treatment Plan

RE: _____ SSN _____XXX-XX-_____
Applicant's Name (print) (last four digits)

Current housing situation: **The Salvation Army**

_____

Number in household:

_____

Identify needs & barriers; establish goals, document referrals/supportive services

Housing Objective: establish or better maintain a stable living environment; help keep the focus on immediate needs, while assisting in the development of long term housing plan; reduce risk of homelessness

Housing Barriers

Barriers to Housing (Review the list of barriers with the client and use this information to guide the rest of the discussion.)

- ☐ No rental history
- ☐ Poor rental history
- ☐ Eviction(s) _____
- ☐ No or poor rental references
- ☐ Large family (3+ children)
- ☐ Single parent household
- ☐ Head of household under 18
- ☐ Sporadic employment history
- ☐ No high school diploma/GED
- ☐ Insufficient/no income
- ☐ Insufficient savings
- ☐ Money management
- ☐ No or poor credit history
- ☐ Debts
- ☐ Repeated or chronic homelessness

- ☐ Recent history of substance abuse or actively using drugs or alcohol
- ☐ Recent criminal history
- ☐ Felony charge(s)
- ☐ Adult or child with mild to severe behavioral problems
- ☐ History of domestic violence, but abuser not in the unit
- ☐ Recent or current domestic violence (fleeing abuser)
- ☐ EPO/DVO Violations
- ☐ Other, specify _____

Housing History

What types of housing has client previously lived in? Check all that apply, and include dates of residence and reason for leaving:

Type of Residence	Dates of Residence	Reason for Leaving
☐ Emergency Shelter		
☐ Place not meant for habitation		
☐ Transitional housing for homeless persons		
☐ Permanent housing for formerly homeless persons		
☐ Psychiatric hospital or facility		
☐ Substance abuse treatment facility or detox center		
☐ Hospital (non-psychiatric)		
☐ Jail, prison or juvenile detention facility		

☐ Room, apartment, or house that you rent		
☐ Apartment or house that you own		
☐ Staying or living in a family member's room, apartment, or house		
☐ Staying or living in a friend's room, apartment, or house		
☐ Hotel or motel paid for without emergency shelter voucher		
☐ Foster care home or foster care group home		

Financial Stability

Have you and/or the children who are coming into this program with you received money from any of the following sources in the last month? And if so, what amount did you receive from each source? (Read each income source and check all that apply.)

Source of Income	Amount from Source
☐ Earned income	$_____.00
☐ Unemployment Insurance	$_____.00
☐ Supplemental Security Income or SSI	$_____.00
☐ Social Security Disability Income (SSDI)	$_____.00
☐ Retirement Income from Social Security	$_____.00
☐ VA Service- Connected Disability Compensation	$_____.00

☐ VA Non-Service-Connected Disability Compensation	$_____.00
☐ Worker's Compensation	$_____.00
☐ Temporary Assistance for Needy Families (TANF)	$_____.00
☐ General Assistance (GA)	$_____.00
☐ Private disability insurance	$_____.00
☐ Pension or retirement income from a former job	$_____.00
☐ Child Support	$_____.00
☐ Alimony or other spousal support	$_____.00
☐ Other source:_____	$_____.00
Total monthly income	**$_____.00**

Non-Cash Benefits
☐ Supplemental Nutrition Assistance Program (SNAP)
☐ Special supplemental, Nutrition Program for Women, Infants, and children (WIC)
☐ TANF Child Care Service
☐ TANF transportation services
☐ Other TANF-funded services
☐ Section 8, public housing, or other ongoing rental assistance
☐ Temporary rental assistance
☐ None at all
☐ Other: _____

Case Treatment Plan

Debt				
Origin of Debt	YES	NO	Amount	Contact Info
Landlord			$	
Gas Company			$	
Electric			$	
Telephone			$	
Child Support			$	
IRS			$	
Car (Loan/Tickets)			$	
Student Loans			$	
Credit Cards			$	
Storage			$	
Other			$	
Total			$	

What type of credit history do you have?

☐ Good ☐ Bad ☐ No Credit History ☐ Don't Know

Assets:

☐ Checking $ _____ ☐ Savings $ _____ ☐ Other $_____

Do you have any assets (car, property, CD, IRA)? ☐ No ☐ Yes

Details: _____

Case Treatment Plan

Employment

Are you currently employed? ☐No ☐Yes
(if yes, ask the following questions):

How many hours did you work last week? _____hours

Was this permanent, part-time, temporary, or seasonal work?
☐ Permanent ☐ Part-time ☐ Temporary ☐ Seasonal

Current Employer Name: _____ Position: _____

Address: _____
_____

Previous employment (type and duration):
1._____
2._____
3._____

(if client reports that he/she is not working, as the following)

Are you currently looking for work? ☐No ☐Yes
Are you currently unable to work? ☐No ☐Yes
Have you applied for Social Security Benefits? ☐No ☐Yes, _____Date of application

Case Treatment Plan

Identification/Documentation

Currently possesses:

HH Member Name	Social Security Card	Birth Certificate	Driver's License/ID	Green Card/Work Permit	Copy of EPO/DVO	One Month's Paystubs	One Month's Paystubs	Award Letter	Proof of Veteran Status	Proof of Child Custody
	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes
	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes
	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes
	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes
HH Member Name	Social Security Card	Birth Certificate	Driver's License/ID	Green Card/Work Permit	Copy of EPO/DVO	One Month's Paystubs	One Month's Paystubs	Award Letter	Proof of Veteran Status	Proof of Child Custody
	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes
	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes	☐No ☐Yes

Case Treatment Plan

Housing Stability Goals

Housing Goal(s): 1-3 Permanent Housing Options Identified by the Family (Should describe type of housing, location, unit size, etc.; and should include thoughts about existing support systems, transportation, affordability, etc.)
Long-Term Goals *These are the steps that lead to attainment of the Housing Goal(s) listed above.* **Employment:** **Financial:**

Case Treatment Plan

Life Skill & Parenting:

Mental Health & Physical Health:
Substance Abuse:

Case Treatment Plan

Any Other

The above goals were developed in partnership with my case manager. I understand that each goal listed above will support my efforts in securing permanent housing. I agree to work on these goals in partnership with my case manager. I will update my case manager as I complete the above goals. I will communicate any challenges I experience and understand my case manager can offer me support as needed. I further understand the continuance of services is contingent upon my compliance.

Signature of Client: _____

Signature of CM: _____ Date: _____

Case Treatment Plan

Housing Stability Plan

Action Items:	Who	Timeline	Complete (Y/N)
Housing:			
1.			
2.			
3.			
Employment:			
1.			
2.			
3.			
Financial:			
1.			
2.			
3.			

Case Treatment Plan

Other: _____

1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Any Updates/Changes/Comments

The above Case Treatment Plan was developed in Partnership with my case manager. I understand that each action item listed above will support my efforts in securing permanent housing. I agree to work on this plan in partnership with my case manager. I will update my case manager as I complete the above goals. I will also communicate any challenges I experience and understand my case manager can offer me support as needed. I further understand the continuance of services is contingent upon my compliance.

Signature of Client: _____

Signature of CM: _____ Date: _____

WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

WORKFORCE ANALYSIS FORM

Name of Organization: The Salvation Army - CKAS (Lexington)

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			2														2
Professionals		3	16		2	2	18						1		2	5	39
Superintendents																	
Supervisors		1	3				3									1	6
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1				2										
Skilled Craft																	3
Service/Maintenance		3				1	1									4	1
Total:		7	22		2	3	24						1		2	10	51

Prepared by: Michell Baker **Date:** 4/22/24

(Name and Title)

Revised 2015-Dec-15

Responsibility of Hanger Lodge Rules

I have read and have been given a copy of the Rules. **I understand** that **if I voluntarily move out**, then I must wait for 60 days, after 1st exist; 90 days, after 2nd exist; and up to a year, after 3rd exist – before returning.

If I have done something to cause myself to be **suspended**, I understand that I am NOT to return until my suspension date has passed, and until I have spoken with the Director of Guest Services.

Guest Signature:_____ Date:_____

Witness Signature:_____ Date:_____

I understand that **if my vehicle** is NOT parked in the designated parking area during the designated times stated on the rules, it will be towed at my expense.

☐ I **HAVE** a vehicle at The Salvation Army

Full Name Vehicle is Registered In:_____

Year:_____ Color:_____ Make:_____ Model:_____

License Plate #:_____ State:_____

☐ I **DO NOT** have a vehicle at The Salvation Army

Guest Signature:_____ Date:_____

Witness Signature:_____ Date:_____

736 West Main Street
Lexington, KY 40508
Phone: (859) 252-7706

THE SALVATION ARMY

Central Kentucky Area Services

Cell Phone Guidelines

You may have the opportunity to own and maintain a cell phone.

1. Cameras and/or video recording is prohibited at all times when on Salvation Army property. This is to protect the privacy of our guests, clients and vendors as well as employees
2. Cell phone should be silenced at all times (turn off ringers or change ringers to 'mute' or 'vibrate')
3. No cell phone usage during meal times
4. Use of cell phones after 9:00pm is texting only due to the privacy & courtesy of others
5. Refrain from language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (such as jokes, slurs and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, religion, color, age or disability)
6. Cell phones should not be used if they are disruptive to others
7. Use common courtesy when making and receiving phone calls; speak quietly and reserve personal or intimate details for private areas
8. Please unplug phone chargers after each use

A landline phone is provided for use. Calls should be limited to 5 minutes. Office phones are for staff and emergencies only.

Misuse of your cell phone will result in a write-up and possible dismal from the shelter.

Guest Signature:_____ Date:_____

Witness Signature:_____ Date:_____

The Salvation Army and/or their employees are not responsible for lost or stolen cell phones and/or cell phone accessories.

736 West Main Street
Lexington, KY 40508
Phone: (859) 252-7706

THE SALVATION ARMY

Central Kentucky Area Services

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

You can find logos on the HUD web page listed below.



736 West Main Street
Lexington, KY 40508
Phone: (859) 252-7706

Client Name:_____

National Sex Offender Results_____ **Date Checked** _____

SSN:	Date Entered:	Caseworker Signature
Date Entered TSA		
Intake Paperwork Completed:		
KYHMIS: ( )		
VI-SPDAT Score ( )		
Added to Coordinated Entry YES NO		
CTP Completed:		
CTP Signed by Caseworker Supervisor:		
Given Letter of Residency:		
Given General list and Resource Folder:		
Verification of Income Document in file:		

Community Partner's that need to be notified

McKinney Vento Homeless: Email Pam White/James Hodge Yes No
Veteran Status- Email- Amy Crowe: Yes No

Client's Basic Information

Previous Entry Date:	
Birth date:	
Children and Birthdates:	1. 2. 3. 4. 5.
Previous Address:	
Phone Number:	
Emergency Contact & Phone No.:	

Exit Information

Date exited Shelter:	Client List:
AREA:	

THE SALVATION ARMY
AUTHORIZATION FOR RELEASE OF INFORMATION

I, _____
(Name of Client)

a participant in The Salvation Army Emergency Shelter hereby authorize:

case management staff to disclose to social service agencies and partner agencies collaborating on my behalf (example: agencies may include CHFS, mental health agencies, hospitals/physicians, DOC, social service agencies, schools, housing partners, employment programs)

my participation in The Salvation Army, information regarding my general condition, details with respect to the services needed, services given, and evaluation of my situation.

The purpose of the disclosure authorized herein is to permit collaboration of partnering agencies to enable success in obtaining income, housing, community resources, and other needs to empower client/family toward self –sufficiency.

This consent may be revoked by me at any time except to the extent that action has been taken in reliance thereon. This consent (unless expressly revoked earlier) will expire upon my formal termination from The Salvation Army Emergency Shelter.

Signature_____ Date:_____

**Signature of Parent, Guardian or Legal Representative
(required for minor, incompetent, or deceased participant)_____

**Specify Relationship:_____

Date: _____

Signature of Witness: _____ Date:_____

Approved by National Legal Counsel-August 8, 2001
SEE: The Salvation Army Policy and Guidelines on Confidentiality and the Protection of Personal Privacy

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

INITIAL SOCIAL WORK INTAKE

Today's Date ___/___/___

Client Name: **Social Security No:**

Gender: **Date of Birth:** **Marital Status:**

Previous Address (the night before coming here):

City: **State:** **Zip Code:** **How long?**

Phone Number:

CITIZEN STATUS AND VITAL STATISTICS

US CITIZEN ☐Yes ☐No **STATE/FEDERAL ISSUED ID** ☐Yes ☐No **BIRTH CERTIFICATE** ☐Yes ☐No

SOCIAL SECURITY CARD ☐Yes ☐No

MILITARY SERVICE ☐Yes ☐No **VETERAN STATUS** ☐Yes ☐No **DISABLED VET** ☐Yes ☐No
COPY OF DD2-14 ☐Yes ☐No

OWN VEHICLE ☐Yes ☐No **TRANSPORTATION** ☐Yes ☐No

EDUCATION

Highest level of education completed:

LEGAL ISSUES

Pending Charges ☐Yes ☐No If yes explain:
Pending Court Date ☐Yes ☐No If yes explain:
Parole or Probation (circle one) ☐Yes ☐No Charge(s):
Officer:
Jail/Prison History ☐Yes ☐No If yes explain:
Ever been convicted with a felony within the last six years ☐Yes ☐No Charge(s):

Do you currently have an EPO/DVO against you/anyone else ☐Yes ☐No If yes explain:

Substance Abuse History

Have you or do you currently use any of these substances?
Alcohol ☐Yes ☐No **Marijuana** ☐Yes ☐No **Methamphetamine** ☐Yes ☐No **Cocaine** ☐Yes ☐No
Heroin ☐Yes ☐No **Other** ☐Yes ☐No **Have you ever been an I.V. drug user** ☐Yes ☐No
Have you used any of the above substances in the past 30 days? ☐Yes ☐No
Tobacco Use: ☐Yes ☐No

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EQUAL HOUSING OPPORTUNITY

History of Abuse

Have you ever experienced any of the following:

Domestic Violence ☐Yes ☐No If yes, when did this occur? **By who?**

Physical Abuse ☐Yes ☐No If yes, when did this occur? **By who?**

Sexual Abuse ☐Yes ☐No If yes, when did this occur? **By who?**

Rape ☐Yes ☐No If yes, when did this occur? **By who?**

Emotional Abuse ☐Yes ☐No If yes, when did this occur? **By who?**

Are you currently in any danger ☐Yes ☐No

Physical & Mental Health

Are you under a physician's care for any chronic (mental/ physical) illness? ☐Yes ☐No

Physician's Name _____ Last Appointment ____/____/____ Next Appointment ___/___/___

Therapist's Name _____ Agency? _____

Are you currently pregnant? ☐Yes ☐No How far along? **Are you disabled?** ☐Yes ☐No

Do you have any allergies? ☐Yes ☐No If yes, please explain:

Please list any chronic (mental and physical) illnesses you have been diagnosed with: _____

_____

_____

Current Medications:

Medication	Dosage	Prescribing Physician
_____	_____	_____
_____	_____	_____

Have you been hospitalized for suicidal attempts or self-harm of any kind? ☐Yes ☐No

If yes, please explain: _____

Facility names _____ Approximate Dates: _____

_____ Approximate Dates: _____

_____ Approximate Dates: _____

Spirituality

What role does spirituality play in your life? _____

_____

What does forgiveness mean to you? _____

Do you currently associate yourself with a particular religion? _____

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

EQUAL HOUSING OPPORTUNITY

The Salvation Army
Central Kentucky Area Services
736 West Main Street
Lexington, KY 40508-2096
Phone: (859) 252-7706 Fax: (859) 252-6341

This hereby acknowledges that I, _____, have received a list of resources in the surrounding area.

Resident Signature_____ Date:_____

Witness' Signature_____ Date:_____

- **Check if Resident refused to sign.**

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

Program Agreement

My entry into The Salvation Army Shelter/Program indicates my understanding and willingness to adhere to the following:

Case Management Support to Help Me Reach My Goal of Self Sufficiency:
The Caseworker Staff will assist me:

- In setting realistic and applicable short goals to obtain housing.
- In obtaining aid from other agencies and professionals in addition to making referrals when necessary.
- In representing my concerns to the Social Service Coordinator, Director of Residential Services

Weekly meetings will be scheduled with a caseworker to discuss my progress and set goals. Information that I share during these meetings may be discussed confidentially with other professionals as necessary to secure assistance for me to meet my goals. This is not an appropriate place to wait for the housing subsidy you may want, or to wait for disability hearing. Shelter is short term; working on housing options is an expectation of being granted shelter. Shelter access does not imply or guarantee access to income-based housing.

When I need assistance and it is outside of my weekly meeting:

- I understand that I must fill out a **Casework Request Form** located at the front desk stating my specific need. It may take up to 24 hours for my request to be answered.
- I understand that I may not interrupt a caseworker in the hall or knock on her door when it is not my meeting time.
- I understand that if I have an emergency and I feel that I may hurt myself or someone else, I will tell the first staff person I see so that I may receive the help I need.
- I understand that if I have an *emergency* casework request, I may ask to speak to the Casework Supervisor if my caseworker is not available.

My Responsibilities:

- It is my responsibility to meet each week for a weekly meeting with my caseworker to discuss my progress and to schedule appointments with other social service agencies and professionals that are assisting me as necessary.
- Staff is present to assist you but, staff is <u>not</u> responsible for finding you housing. Staff provides tips and access to a phone or computer or apartment listings and other resources.
- It is <u>expected</u> that you will spend all or most of the day time hours pursing housing options.

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

- I agree to provide information to my caseworker regarding any assistance/case management/services I am receiving from other agencies within the community.
- It is my responsibility to complete any written verification related to my Case Treatment Plan that may be suggested by my caseworker and submit it to my caseworker on time.
- If applicable it is my responsibility to attend all life skills classes and meetings that are required during my stay at The Salvation Army.
- I agree to submit my work schedule and paystub (or proof of income) to my caseworker upon employment and when/if I change employment or add employment.
- If applicable I agree that after I have resided here for 30 days and have obtained income I will pay $10 per week to continue my stay here. I will pay this money to the Casework Supervisor on Fridays or Mondays (per hours and method posted on her door), the week after I have stayed. If I fail to do this, I may be asked to leave.
- I agree that I must show proof of my ***savings*** after employment to my caseworker each week by a mutually agreed upon method of savings.
- I agree to abide by the policies of The Salvation Army.

Please initial_____ **Date** _____

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

EQUAL HOUSING OPPORTUNITY

EMPLOYMENT & INCOME STATEMENT

NAME_____

No income _____

MY INCOME IS FROM:

Place of Employment>>>>>> _____
Date of Hire>>>>>>>> _____
Wages>>>>>>> **Hourly**_____ **Monthly** (last 30 days)_____
Pay Date (circle one) **Weekly/Bi- Weekly/Monthly**
Other_____
Verification

(circle one)
Social Security/ SSDI/ SSI
Total Amount_____
Verification

K-Tap_____ **Amount**_____
SNAP _____**Amount**_____
WIC **Y or N**
Verification

Name of School_____
Grant/ Residual_____
Amount_____
Verification_____

Other_____
Amount_____
Verification

Other_____
Amount_____
Verification

X_____ **X**_____

Client Signature **DATE**

We comply with The Fair Housing Act which prohibits discrimination against individuals because of race, color, religion, sex, disability, national origin, or familial status.

Report Run History

	Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User	Report Status
	209874	04/12/2024 02:49:14 PM (0.20 mins)	EsgCaper		Jamie Collier	Salvation Army-Lexington-ESG/ESR-ES-LEX	Jamie Collier	Completed
	209206	04/03/2024 08:56:56 AM (0.44 mins)	EsgCaper		Jamie Collier	Salvation Army-Lexington-ESG/ESR-ES-LEX	Jamie Collier	Completed
	209067	04/01/2024 04:23:43 PM (0.19 mins)	EsgCaper		Jamie Collier	Salvation Army-Lexington-ESG/ESR-ES-LEX	Jamie Collier	Completed
	208961	04/01/2024 08:59:30 AM (0.25 mins)	EsgCaper		Jamie Collier	Salvation Army-Lexington-ESG/ESR-ES-LEX	Jamie Collier	Completed

Showing 1-4 of 4

Report Options

Name	
Description	
Provider Type	(●) Provider ( ) Reporting Group
Provider *	Salvation Army-Lexington-ESG/ESR-ES-LEX (2164) ( ) This provider AND its subordinates (●) This provider ONLY
Program Date Range *	07/01/2023 to 03/31/2024
Entry/Exit Types *	[ ] Basic [ ] Basic Center Program Entry/Exit [x] HUD [ ] PATH [ ] Quick Call [ ] RHY [ ] Standard [ ] Transitional Living Program Entry/Exit [ ] VA [ ] HPRP (Retired)

ESG CAPER Report Results - Date Ran: 04/12/2024 02:49:14 PM - Report ID: 209874

4a - Project Identifiers in HMIS

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z All

Organization Name	Org. ID	Project Name	Project ID	HMIS Project Type	RRH Subtype	Coordinated Entry Access Point	Affiliated with a residential project	Project IDs of Affiliation	CoC Number	Geocode	Victim Service Provider	HMIS Software Name and	Report Start Date	Report End Date	Total Active Clients	Total Active Households

												Version Number				
Salvation Army-Lexington	557	Salvation Army-Lexington-ESG/ESR-ES-LEX	2164	Emergency Shelter - Entry Exit (HUD)		No			KY-502	211314	False	WellSky Community Services	2023-07-01	2024-03-31	772	553
Showing 1-1 of 1																

5a - Report Validation Table

Report Validation Table	Count of Clients for DQ	Count of Clients
1. Total Number of Persons Served	772	772
2. Number of Adults (age 18 or over)	579	579
3. Number of Children (under age 18)	193	193
4. Number of Persons with Unknown Age	0	0
5. Number of Leavers	623	623
6. Number of Adult Leavers	472	472
7. Number of Adult and Head of Household Leavers	472	472
8. Number of Stayers	149	149
9. Number of Adult Stayers	107	107
10. Number of Veterans	12	12
11. Number of Chronically Homeless Persons	30	30
12. Number of Youth Under Age 25	43	43
13. Number of Parenting Youth Under Age 25 with Children	11	11
14. Number of Adult Heads of Household	553	553

15. Number of Child And Unknown-Age Heads of Household	0	0
16. Heads of Households and Adult Stayers in the Project 365 Days or More	0	0

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Name (3.01)	0	0	0	0	0%
Social Security Number (3.02)	140	148	1	150	19%
Date of Birth (3.03)	0	0	0	0	0%
Race and Ethnicity (3.04)	1	0		1	0%
Gender (3.06)	0	0		0	0%
Overall Score				151	20%

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Veteran Status (3.7)	0	0	0	0	0%
Project Start Date (3.10)			0	0	0%
Relationship to Head of Household (3.15)		0	0	0	0%
Enrollment CoC (3.16)		0	0	0	0%
Disabling Condition (3.8)	1	0	3	4	1%

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers	Information Missing	Data Issues	Total	% of Issue Rate

	Not to Answer				
Destination (3.12)	75	262		337	54%
Income and Sources (4.2) at Start	0	0	16	16	3%
Income and Sources (4.2) at Annual Assessment	0	0	0	0	0%
Income and Sources (4.2) at Exit	1	1	4	5	1%

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number of months (3.917.5) DK/PNTA/ missing	% of records unable to calculate
ES-EE, ES-NbN, SH, Street Outreach	579			0	15	16	3%
TH	0	0	0	0	0	0	0%
PH(all)	0	0	0	0	0	0	0%
CE	0	0	0	0	0	0	0%
SSO, Day Shelter, HP	0	0	0	0	0	0	0%
Total	579						**3%**

6e - Data Quality: Timeliness

Time For Record Entry	Number of Project Start Records	Number of Project Exit Records
< 0 days	0	1
0 days	37	54
1 - 3 days	509	101
4 - 6 days	64	72

7 - 10 days	23	86
11+ days	26	309

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0	0%
Bed Night (All clients in ES - NBN)	0	0	0%

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	579	469	110		0
Children	193		193	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	772	469	303	0	0
For PSH and RRH - the total persons served who moved into housing	0	0	0	0	0

7b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	143	72	71	0	0
April	0	0	0	0	0
July	137	72	65	0	0

October	141	62	79	0	0

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	553	464	89	0	0
For PSH and RRH - the total households served who moved into housing	0	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	89	70	19		
April					
July	88	68	20		
October	78	57	21		

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Contacted	0	0	0	0

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Engaged	0	0	0	0
Rate of Engagement	0.00	0.00	0.00	0.00

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	648	462	186	0	0
Man	119	3	116	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	2	2	0	0	0
Non-Binary	1	1	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0

Woman/Transgender	2	1	1	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0

Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	772	469	303	0	0

10d - Gender by Age Ranges

	Total	Under Age 18	Age 18-24	Age 25-64	Age 65+	Client Doesn't Know/Prefers Not to Answer	Data Not Collected
Woman	648	100	43	481	24	0	0
Man	119	92	4	22	1	0	0
Culturally Specific Identity	0	0	0	0	0	0	0
Transgender	2	0	0	2	0	0	0
Non-Binary	1	0	1	0	0	0	0
Questioning	0	0	0	0	0	0	0
Different Identity	0	0	0	0	0	0	0
Woman/Man	0	0	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0	0	0
Woman/Transgender	2	1	0	1	0	0	0
Woman/Non-Binary	0	0	0	0	0	0	0
Woman/Questioning	0	0	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0	0	0
Man/Transgender	0	0	0	0	0	0	0

Man/Non-Binary	0	0	0	0	0	0	0
Man/Questioning	0	0	0	0	0	0	0
Man/Different Identity	0	0	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0	0
Total	772	193	48	506	25	0	0

11 - Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	72		72	0	0

5 - 12	99		99	0	0
13 - 17	22		22	0	0
18 - 24	48	32	16		0
25 - 34	131	85	46		0
35 - 44	168	132	36		0
45 - 54	128	120	8		0
55 - 64	79	75	4		0
65 +	25	25	0		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	772	469	303	0	0

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
American Indian, Alaska Native, or Indigenous	8	5	3	0	0
Asian or Asian American	2	0	2	0	0
Black, African American, or African	287	116	171	0	0
Hispanic/Latina/e/o	17	7	10	0	0
Middle Eastern or North African	0	0	0	0	0
Native Hawaiian or Pacific Islander	1	1	0	0	0
White	403	310	93	0	0

Asian or Asian American & American Indian, Alaska Native, or Indigenous	1	1	0	0	0
Black, African American, or African & American Indian, Alaska Native, or Indigenous	5	4	1	0	0
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	7	7	0	0	0
Black, African American, or African & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0	0
White & Asian or Asian American	1	1	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	5	2	3	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0	0
White & Black, African American, or African	25	8	17	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	1	1	0	0	0
White & Hispanic/Latina/e/o	3	3	0	0	0
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0	0
White & Middle Eastern or North African	0	0	0	0	0

White & Native Hawaiian or Pacific Islander	0	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	0	0	0	0	0
Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	2	2	0	0	0
Client Doesn't Know/Prefers Not to Answer	1	1	0	0	0
Data Not Collected	3	0	3	0	0
Total	772	469	303	0	0

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	236	215	21	0	0	0
Alcohol Use Disorder	13	13	0	0	0	0
Drug Use Disorder	44	41	3	0	0	0
Both Alcohol and Drug Use Disorders	31	31	0	0	0	0
Chronic Health Condition	117	108	9	0	0	0
HIV/AIDS	4	4	0	0	0	0
Development Disability	45	42	0	3	0	0
Physical Disability	139	130	9	0	0	0

13b1 - Physical and Mental Health Conditions of Leavers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	192	173	19	0	0	0

Alcohol Use Disorder	8	7	1	0	0	0
Drug Use Disorder	30	27	3	0	0	0
Both Alcohol and Drug Use Disorders	26	26	0	0	0	0
Chronic Health Condition	77	69	8	0	0	0
HIV/AIDS	4	4	0	0	0	0
Development Disability	36	33	0	3	0	0
Physical Disability	100	93	7	0	0	0

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	30	28	2	0	0	0
Alcohol Use Disorder	3	3	0	0	0	0
Drug Use Disorder	5	5	0	0	0	0
Both Alcohol and Drug Use Disorders	1	1	0	0	0	0
Chronic Health Condition	19	18	1	0	0	0
HIV/AIDS	0	0	0	0	0	0
Development Disability	5	5	0	0	0	0
Physical Disability	23	22	1	0	0	0

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type

Yes	330	282	48	0	0
No	241	182	59	0	0
Client Doesn't Know/Client Prefers Not to Answer	3	2	1	0	0
Data Not Collected	5	3	2	0	0
Total	579	469	110	0	0

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Within the past three months	102	88	14	0	0
Three to six months ago	25	20	5	0	0
Six months to one year	50	43	7	0	0
One year ago, or more	147	125	22	0	0
Client Doesn't Know/Prefers Not to Answer	3	3	0	0	0
Data Not Collected	3	3	0	0	0
Total	330	282	48	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation	127	113	14	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	60	46	14	0	0
Safe Haven	36	28	8	0	0

Subtotal	223	187	36	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	24	24	0	0	0
Jail, prison, or juvenile detention facility	18	17	1	0	0
Long-term care facility or nursing home	1	1	0	0	0
Psychiatric hospital or other psychiatric facility	30	30	0	0	0
Substance abuse treatment facility or detox center	19	19	0	0	0
Subtotal	92	91	1	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	1	0	1	0	0
Residential project or halfway house with no homeless criteria	1	1	0	0	0
Hotel or motel paid for without emergency shelter voucher	56	38	18	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living in a friend’s room, apartment, or house	82	63	19	0	0
Staying or living in a family member’s room, apartment, or house	69	47	22	0	0
Subtotal	209	149	60	0	0
Permanent Situations					
Rental by client, no ongoing housing subsidy	23	16	7	0	0
Rental by client, with ongoing housing subsidy	7	4	3	0	0
Owned by client, with ongoing housing subsidy	1	0	1	0	0
Owned by client, no ongoing housing subsidy	2	1	1	0	0

Subtotal	33	21	12	0	0
Client Doesn't Know/Prefers Not to Answer	13	13	0	0	0
Data Not Collected	9	8	1	0	0
Subtotal	22	21	1	0	0
Total	579	469	110	0	0

16 - Cash Income - Ranges

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
No Income	353	0	286
$1 - 150	4	0	4
$151 - $250	4	0	5
$251 - $500	12	0	11
$501 - $1000	82	0	80
$1001 - $1500	41	0	32
$1501 - $2000	27	0	15
$2001 +	30	0	19
Client Doesn't Know/Prefers Not to Answer	0	0	1
Data Not Collected	26	0	19
Number of adult stayers not yet required to have an annual assessment		107	
Number of adult stayers without required annual assessment		0	
Total Adults	579	107	472

17 - Cash Income - Sources

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	70	0	53
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	72	0	56
Social Security Disability Insurance (SSDI)	63	0	54
VA Service - Connected Disability Compensation	3	0	3
VA Non-Service Connected Disability Pension	1	0	1
Private Disability Insurance	1	0	1
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	5	0	5
General Assistance (GA)	0	0	0
Retirement Income from Social Security	13	0	10
Pension or retirement income from a former job	1	0	1
Child Support	11	0	7
Alimony and other spousal support	0	0	0
Other Source	13	0	10
Adults with Income Information at Start and Annual Assessment/Exit		0	0

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: percent with Disabling Condition by Source
Earned Income	12	30	42	29%	3	13	16	19%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	36	10	46	78%	4	5	9	44%	0	0	0	0%
Social Security Disability Insurance (SSDI)	39	6	45	87%	4	1	5	80%	0	0	0	0%
VA Service - Connected Disability Compensation	1	0	1	100%	1	0	1	100%	0	0	0	0%
VA Non-Service-Connected Disability Pension	1	0	1	100%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	3	3	6	50%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	5	3	8	63%	1	1	2	50%	0	0	0	0%
Pension or retirement income from a former job	1	0	1	100%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	1	5	6	17%	0	0	0	0%
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0	0	0%
Other Source	2	2	4	50%	0	0	0	0%	0	0	0	0%
No Sources	123	88	211	58%	8	37	45	18%	0	0	0	0%
Unduplicated Total Adults	204	136	340		19	61	80		0	0	0	

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	147	0	121
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	13	0	9
TANF Child Care Services	11	0	8
TANF Transportation Services	6	0	4
Other TANF-Funded Services	2	0	1
Other Source	2	0	0

21 - Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit for Leavers
MEDICAID	542	0	438
MEDICARE	83	0	68
State Children's Health Insurance Program	5	0	4
Veteran's Health Administration (VHA)	7	0	6
Employer-Provided Health Insurance	8	0	4
Health Insurance obtained through COBRA	2	0	2
Private Pay Health Insurance	3	0	1
State Health Insurance for Adults	10	0	7
Indian Health Services Program	1	0	1
Other	14	0	11

No Health Insurance	166	0	130
Client Doesn't Know/Client Prefers Not to Answer	6	0	5
Data Not Collected	2	0	1
Number of stayers not yet required to have an annual assessment		149	
1 Source of Health Insurance	537	0	446
More than 1 Source of Health Insurance	68	0	47

22a2 - Length of Participation - ESG Projects

	Total	Leavers	Stayers
0-7 days	197	184	13
8 to 14 days	94	79	15
15 to 21 days	52	37	15
22 to 30 days	58	45	13
31 to 60 days	112	85	27
61 to 90 days	77	52	25
91 to 180 days	117	83	34
181 to 365 days	48	41	7
366 to 730 Days (1-2 Yrs)	16	16	0
731 to 1,095 Days (2-3 Yrs)	1	1	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0

More than 1,825 Days (>5 Yrs)	0	0	0
Total	772	623	149

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

22d - Length of Participation by Household Type

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	197	153	44	0	0
8 to 14 days	94	70	24	0	0

15 to 21 days	52	31	21	0	0
22 to 30 days	58	28	30	0	0
31 to 60 days	112	67	45	0	0
61 to 90 days	77	35	42	0	0
91 to 180 days	117	54	63	0	0
181 to 365 days	48	25	23	0	0
366 to 730 Days (1-2 Yrs)	16	5	11	0	0
731 days or more	1	1	0	0	0
Total	772	469	303	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	759	458	301	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	1	1	0	0	0
22 to 30 days	1	1	0	0	0
31 to 60 days	1	1	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	5	3	2	0	0
181 to 365 days	2	2	0	0	0
366 to 730 Days (1-2 Yrs)	1	1	0	0	0

731 days or more	2	2	0	0	0
Total (persons moved into housing)	772	469	303	0	0
Not yet moved into housing	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total Persons	772	469	303	0	0

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	8	2	287	17	0	1	403	9	41	1
Persons Not Yet Moved	0	0	0	0	0	0	0	0	0	0

Into Housing										
Average time to Move-In	0	0	0	0	0	0	122	0	0	0
Median time to Move-In	0	0	0	0	0	0	80	0	0	0

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	44	44	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	22	11	11	0	0
Safe Haven	40	16	24	0	0
Subtotal	106	71	35	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	6	6	0	0	0
Jail, prison, or juvenile detention facility	2	1	1	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	3	3	0	0	0
Substance abuse treatment facility or detox center	10	10	0	0	0
Subtotal	21	20	1	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0

Residential project or halfway house with no homeless criteria	1	1	0	0	0
Hotel or motel paid for without emergency shelter voucher	7	5	2	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	9	6	3	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	8	4	4	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	25	16	9	0	0
Permanent Situations					
Staying or living with family, permanent tenure	14	11	3	0	0
Staying or living with friends, permanent tenure	4	2	2	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	42	17	25	0	0
Rental by client, with ongoing housing subsidy	73	13	60	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	133	43	90	0	0
Other Situations					
No Exit Interview completed	262	169	93	0	0
Other	0	0	0	0	0
Deceased	1	1	0	0	0
Client Doesn't Know/Prefers Not to Answer	75	67	8	0	0

Data Not Collected	**0**	**0**	**0**	**0**	**0**
Subtotal	**338**	**237**	**101**	**0**	**0**
Total	**623**	**387**	**236**	**0**	**0**
Total persons exiting to positive housing destinations	**133**	**43**	**90**	**0**	**0**
Total persons exiting to destinations that excluded them from the calculation	**7**	**7**	**0**	**0**	**0**
Percentage of persons exiting to positive housing destinations	22%	11%	38%	0%	0%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	**0**	**0**	**0**	**0**	**0**
VASH housing subsidy	**5**	**0**	**5**	**0**	**0**
RRH or equivalent subsidy	**0**	**0**	**0**	**0**	**0**
HCV voucher (tenant or project based) (not dedicated)	**0**	**0**	**0**	**0**	**0**
Public housing unit	**1**	**1**	**0**	**0**	**0**
Rental by client, with other ongoing housing subsidy	**28**	**7**	**21**	**0**	**0**
Housing Stability Voucher	**38**	**4**	**34**	**0**	**0**
Family Unification Program Voucher (FUP)	**0**	**0**	**0**	**0**	**0**
Foster Youth to Independence Initiative (FYI)	**0**	**0**	**0**	**0**	**0**
Permanent Supportive Housing	**0**	**0**	**0**	**0**	**0**
Other permanent housing dedicated for formerly homeless persons	**1**	**1**	**0**	**0**	**0**
Total	**73**	**13**	**60**	**0**	**0**

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Homeless Situations	106	0	0	36	3	0	0	60	1	6	0
Institutional Situations	21	1	0	2	0	0	0	17	0	1	0
Temporary Situations	25	0	2	9	0	0	0	14	0	0	0
Permanent Situations	133	1	0	62	5	0	0	55	3	6	1
Other Situations	338	5	0	125	4	0	1	176	4	22	1
Total	623	7	2	234	12	0	1	322	8	35	2

24a - Homeless Prevention Housing Assessment at Exit

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Able to maintain the housing they had at project start--Without a subsidy	0	0	0	0	0
Able to maintain the housing they had at project start--With the subsidy they had at project entry	0	0	0	0	0
Able to maintain the housing they had at project start--With an on-going subsidy acquired since project entry	0	0	0	0	0
Able to maintain the housing they had at project start--Only with financial assistance other than a subsidy	0	0	0	0	0
Moved to new housing unit--With on-going subsidy	0	0	0	0	0
Moved to new housing unit--Without an on-going subsidy	0	0	0	0	0
Moved in with family/friends on a temporary basis	0	0	0	0	0
Moved in with family/friends on a permanent basis	0	0	0	0	0
Moved to a transitional or temporary housing facility or program	0	0	0	0	0

Client became homeless - moving to a shelter or other place unfit for human habitation	0	0	0	0	0
Jail/prison	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected (no exit interview completed)	0	0	0	0	0
Total	0	0	0	0	0

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)	Total Persons Requiring Translation Assistance
Different Preferred Language	0
Total	0

25a - Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	1	1	0	0
Non-Chronically Homeless Veteran	11	10	1	0
Not a veteran	567	458	109	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	579	469	110	0

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	30	28	2	0	0
Not Chronically Homeless	727	429	298	0	0
Client Doesn't Know/Client Prefers Not to Answer	15	12	3	0	0
Data Not Collected	0	0	0	0	0
Total	772	469	303	0	0

Report Run History

Report ID	Date Ran (Run-time)	Report Type	Name	User Creating	Running Provider	Running User	Report S
193558	07/21/2023 11:45:58 AM (0.26 mins)	EsgCaper		Jamie Collier	Salvation Army-Lexington	Jamie Collier	Complet
193536	07/21/2023 09:23:48 AM (0.35 mins)	EsgCaper		Jamie Collier	Salvation Army-Lexington-ESG/ESR-ES-LEX	Jamie Collier	Complet

Showing 1-2 of 2

Report Options

Name	
Description	
Provider Type	(•) Provider ( ) Reporting Group
Provider *	Salvation Army-Lexington-ESG/ESR-ES-LEX (2164) ( ) This provider AND its subordinates (•) This provider ONLY
Program Date Range *	07/01/2022 to 06/30/2023
Entry/Exit Types *	[ ] Basic [ ] Basic Center Program Entry/Exit [x] HUD [ ] PATH [ ] Quick Call [ ] RHY [ ] Standard [ ] Transitional Living Program Entry/Exit [ ] VA [ ] HPRP (Retired

ESG CAPER Report Results - Date Ran: 07/21/2023 11:45:58 AM - Report ID: 193558

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
Organization Name	**Org. ID**	**Project Name**	**Project ID**	**HMIS Project Type**	**Method for Tracking ES**	**Affiliated with a residential project? (SSO)**	**Project IDs of Affiliation**	**CoC Codes**	**Geocodes**	**Victim Service Provider**	**HMIS Software Name**	**Report Start Date**	**Report End Date**	**Total Active Clients**	**Total Active Housel**											
Salvation Army-Lexington	557	Salvation Army-Lexington-ESG/ESR-ES-LEX	2164	Emergency Shelter (HUD)	Entry/Exit Date			KY-502	211314	False	WellSky Community Services	2022-07-01	2023-06-30	1144	849											

Showing 1-1 of 1

5a - Report Validation Table

Report Validation Table	Count of Clients for DQ	Count of C
1. Total Number of Persons Served	1144	1144
2. Number of Adults (age 18 or over)	884	884
3. Number of Children (under age 18)	258	258
4. Number of Persons with Unknown Age	2	2
5. Number of Leavers	1003	1003
6. Number of Adult Leavers	789	789
7. Number of Adult and Head of Household Leavers	791	791
8. Number of Stayers	141	141
9. Number of Adult Stayers	95	95
10. Number of Veterans	20	20
11. Number of Chronically Homeless Persons	89	89
12. Number of Youth Under Age 25	90	90
13. Number of Parenting Youth Under Age 25 with Children	24	24
14. Number of Adult Heads of Household	847	847
15. Number of Child And Unknown-Age Heads of Household	2	2
16. Heads of Households and Adult Stayers in the Project 365 Days or More	11	11

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Client Refused	Information Missing	Data Issues	Total	% of Erro
Name (3.1)	0	1	0	1	0%
SSN (3.2)	206	0	29	235	21%
Date of Birth (3.3)	2	0	0	2	0%
Race (3.4)	11	0		11	1%
Ethnicity (3.5)	0	0		0	0%
Gender (3.6)	0	0		0	0%
Overall Score				241	21%

6b - Data Quality: Universal Data Elements

Data Element	Error Count	% of Erro
Veteran Status (3.7)	0	0%

Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	3	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	46	4%

6c - Data Quality: Income and Housing Data Quality

Data Element	Error Count	% of Erro
Destination (3.12)	731	73%
Income and Sources (4.2) at Start	66	7%
Income and Sources (4.2) at Annual Assessment	11	100%
Income and Sources (4.2) at Exit	26	3%

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate Date started (3.917.3) DK/R/missing	Number of times (3.917.4) DK/R/missing	Number of months (3.917.5) DK/R/missing	% of rec unable calcula
ES, SH, Street Outreach	886			5	69	82	11%
TH	0	0	0	0	0	0	0%
PH (all)	0	0	0	0	0	0	0%
Total	886						**11%**

6e - Data Quality: Timeliness

Time For Record Entry	Number of Project Start Records	Numbe Project Record
0 days	53	78
1 - 3 days	760	238
4 - 6 days	142	155
7 - 10 days	38	140
11+ days	50	392

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inactive Records	% of Ina Record
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0	0%
Bed Night (All clients in ES - NBN)	0	0	0%

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Adults	884	725	159		0
Children	258		257	0	1
Client Doesn't Know/Client Refused	2	0	0	0	2
Data not collected	0	0	0	0	0
Total	1144	725	416	0	3
For PSH and RRH - the total persons served who moved into housing	0	0	0	0	0

7b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
January	141	81	60	0	0
April	161	88	73	0	0
July	141	64	77	0	0
October	174	91	83	0	0

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Total Households	849	719	128	0	2
For PSH and RRH - the total persons served who moved into housing	0	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
January	96	76	20	0	0
April	105	84	21	0	0
July	87	63	24	0	0
October	108	83	25	0	0

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First cont Worker una determ
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0

10+ Times	0	0	0	0
Total Persons Contacted	**0**	**0**	**0**	**0**

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First cont Worker una determ
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Engaged	**0**	**0**	**0**	**0**
Rate of Engagement	**0.00**	**0.00**	**0.00**	**0.00**

10a - Gender of Adults

	Total	Without Children	With Children and Adults	Unknov Household
Male	35	5	30	0
Female	837	708	129	0
No Single Gender	4	4	0	0
Questioning	0	0	0	0
Transgender	8	8	0	0
Client Doesn't Know/Client Refused	0	0	0	0
Data not collected	0	0	0	0
Subtotal	**884**	**725**	**159**	**0**

10b - Gender of Children

	Total	With Children and Adults	With Only Children	Unknov Household
Male	118	117	0	1
Female	140	140	0	0
No Single Gender	0	0	0	0
Questioning	0	0	0	0
Transgender	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0
Data not collected	0	0	0	0
Subtotal	**258**	**257**	**0**	**1**

10c - Gender of Persons Missing Age Information

	Total	Without Children	With Children and Adults	With Only Children	Unknov Household
Male	0	0	0	0	0
Female	2	0	0	0	2
No Single Gender	0	0	0	0	0
Questioning	0	0	0	0	0
Transgender	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data not collected	0	0	0	0	0
Subtotal	**2**	**0**	**0**	**0**	**2**

10d - Gender by Age Ranges

	Total	Under Age 18	Age 18-24	Age 25-61	Age 62 and over	Client Doesn't Know/Client Refused	Data n collect
Male	153	118	7	27	1	0	0
Female	979	140	86	695	56	2	0
No Single Gender	4	0	2	2	0	0	0
Questioning	0	0	0	0	0	0	0
Transgender	8	0	3	5	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0	0	0
Data not collected	0	0	0	0	0	0	0
Subtotal	**1144**	**258**	**98**	**729**	**57**	**2**	**0**

11 - Age

	Total	Without Children	With Children and Adults	With Only Children	Unknov Household
Under 5	128		127	0	1
5 - 12	103		103	0	0
13 - 17	27		27	0	0
18 - 24	98	68	30		0
25 - 34	198	130	68		0
35 - 44	242	206	36		0
45 - 54	172	156	16		0
55 - 61	117	111	6		0

62 +	57	54	3		0
Client Doesn't Know/Client Refused	2	0	0	0	2
Data not collected	0	0	0	0	0
Total	1144	725	416	0	3

12a - Race

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
White	719	529	189	0	1
Black, African American, or African	342	152	190	0	0
Asian or Asian American	3	2	1	0	0
American Indian, Alaska Native, or Indigenous	11	6	5	0	0
Native Hawaiian or Pacific Islander	3	3	0	0	0
Multiple Races	55	30	25	0	0
Client Doesn't Know/Client Refused	11	3	6	0	2
Data not collected	0	0	0	0	0
Total	1144	725	416	0	3

12b - Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Non-Hispanic/Non-Latin(a)(o)(x)	1077	698	378	0	1
Hispanic/Latin(a)(o)(x)	67	27	38	0	2
Client Doesn't Know/Client Refused	0	0	0	0	0
Data not collected	0	0	0	0	0
Total	1144	725	416	0	3

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknow Household
Mental Health Disorder	454	414	37	1	0	2
Alcohol Use Disorder	20	20	0	0	0	0
Drug Use Disorder	87	77	10	0	0	0
Both Alcohol and Drug Use Disorders	83	81	1	0	0	1
Chronic Health Condition	198	184	14	0	0	0
HIV/AIDS	19	19	0	0	0	0
Development Disability	76	72	3	1	0	0
Physical Disability	295	269	25	0	0	1

13b1 - Physical and Mental Health Conditions of Leavers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknow Household
Mental Health Disorder	380	351	26	1	0	2
Alcohol Use Disorder	15	15	0	0	0	0
Drug Use Disorder	60	53	7	0	0	0
Both Alcohol and Drug Use Disorders	68	66	1	0	0	1
Chronic Health Condition	162	151	11	0	0	0
HIV/AIDS	18	18	0	0	0	0
Development Disability	65	62	2	1	0	0
Physical Disability	241	220	20	0	0	1

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknow Household
Mental Health Disorder	39	33	6	0	0	0
Alcohol Use Disorder	0	0	0	0	0	0
Drug Use Disorder	9	9	0	0	0	0
Both Alcohol and Drug Use Disorders	3	3	0	0	0	0
Chronic Health Condition	23	21	2	0	0	0
HIV/AIDS	1	1	0	0	0	0
Development Disability	7	7	0	0	0	0
Physical Disability	35	32	3	0	0	0

14a - Domestic Violence History

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Yes	506	444	60	0	2
No	361	263	98	0	0
Client Doesn't Know/Client Refused	13	13	0	0	0
Data not collected	6	5	1	0	0
Total	886	725	159	0	2

14b - Persons Fleeing Domestic Violence

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Yes	157	132	24	0	1
No	332	298	33	0	1
Client Doesn't Know/Client Refused	7	6	1	0	0
Data not collected	10	8	2	0	0
Total	506	444	60	0	2

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Homeless Situations					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	68	52	16	0	0
Transitional housing for homeless persons (including homeless youth)	16	13	3	0	0
Place not meant for habitation	191	171	19	0	1
Safe Haven	43	40	3	0	0
Host Home (non-crisis)	0	0	0	0	0
Subtotal	318	276	41	0	1
Institutional Settings					
Psychiatric hospital or other psychiatric facility	39	39	0	0	0
Substance abuse treatment facility or detox center	53	51	2	0	0
Hospital or other residential non-psychiatric medical facility	34	32	2	0	0
Jail, prison, or juvenile detention facility	16	16	0	0	0
Foster care home or foster care group home	3	3	0	0	0
Long-term care facility or nursing home	3	3	0	0	0
Residential project or halfway house with no homeless criteria	3	3	0	0	0
Subtotal	151	147	4	0	0
Other Locations					
Permanent Housing (other than RRH) for formerly homeless persons	2	2	0	0	0
Owned by client, no ongoing housing subsidy	2	2	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Rental by client, with RRH or equivalent subsidy	0	0	0	0	0
Rental by client, with HCV voucher (tenant or project based)	0	0	0	0	0
Rental by client in a public housing unit	2	2	0	0	0
Rental by client, no ongoing housing subsidy	34	27	7	0	0
Rental by client, with VASH housing subsidy	0	0	0	0	0
Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
Rental by client, with other housing subsidy (including RRH)	13	7	6	0	0
Hotel or motel paid for without emergency shelter voucher	81	51	30	0	0
Staying or living in a friend's room, apartment or house	105	82	22	0	1
Staying or living in a family member's room, apartment or house	106	67	39	0	0
Client Doesn't Know/Client Refused	47	40	7	0	0
Data Not Collected	25	22	3	0	0
Subtotal	417	302	114	0	1
Total	886	725	159	0	2

16 - Cash Income - Ranges

	Income at Start	Income at Latest Annual Assessment for Stayers	Income a for Leav
No Income	520	0	467
$1 - 150	9	0	10
$151 - $250	9	0	10
$251 - $500	20	0	21
$501 - $1000	139	0	155
$1001 - $1500	56	0	45
$1501 - $2000	49	0	21
$2001 +	40	0	17
Client Doesn't Know/Client Refused	7	0	7
Data Not Collected	35	0	36
Number of adult stayers not yet required to have an annual assessment		84	
Number of adult stayers without required annual assessment		11	
Total Adults	884	95	789

17 - Cash Income - Sources

	Income at Start	Income at Latest Annual Assessment for Stayers	Income a for Leav
Earned Income	89	0	67
Unemployment Insurance	1	0	1

Supplemental Security Income (SSI)	135	0	107
Social Security Disability Insurance (SSDI)	121	0	107
VA Service - Connected Disability Compensation	9	0	8
VA Non-Service Connected Disability Pension	3	0	3
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	9	0	7
General Assistance (GA)	1	0	1
Retirement Income from Social Security	9	0	3
Pension or retirement income from a former job	3	0	2
Child Support	8	0	8
Alimony and other spousal support	7	0	5
Other Source	14	0	8
Adults with Income Information at Start and Annual Assessment/Exit		0	0

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: p wi Disa Condit Sou
Earned Income	29	31	60	48%	5	19	24	21%	0	0	0	0
Supplemental Security Income (SSI)	70	23	93	75%	6	5	11	55%	0	0	0	0
Social Security Disability Insurance (SSDI)	78	20	98	80%	5	2	7	71%	0	0	0	0
VA Service - Connected Disability Compensation	8	0	8	100%	0	0	0	0%	0	0	0	0
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0
Temporary Assistance for Needy Families (TANF)	3	0	3	100%	2	1	3	67%	0	0	0	0
Retirement Income from Social Security	3	1	4	75%	0	0	0	0%	0	0	0	0
Pension or retirement income from a former job	2	0	2	100%	0	0	0	0%	0	0	0	0
Child Support	1	3	4	25%	1	3	4	25%	0	0	0	0
Other Source	12	5	17	71%	0	2	2	0%	0	0	0	0
No Sources	218	158	376	58%	15	68	83	18%	0	0	0	0
Unduplicated Total Adults	394	227	621		32	96	128		0	0	0	

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at E Leave
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	231	0	195
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	27	0	20
TANF Child Care Services	10	0	7
TANF Transportation Services	3	0	2
Other TANF-Funded Services	0	0	0
Other Source	4	0	4

21 - Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit Leave
MEDICAID	796	0	685
MEDICARE	175	0	150
State Children's Health Insurance Program	8	0	7
Veteran's Administration (VA) Medical Services	10	0	8
Employer-Provided Health Insurance	12	0	9
Health Insurance obtained through COBRA	0	0	0
Private Pay Health Insurance	8	0	7

State Health Insurance for Adults	17	0	11
Indian Health Services Program	1	0	0
Other	58	0	52
No Health Insurance	213	0	184
Client doesn't know/Client refused	6	0	5
Data not collected	6	15	6
Number of stayers not yet required to have an annual assessment		126	
1 Source of Health Insurance	766	0	697
More than 1 Source of Health Insurance	156	0	113

22a2 - Length of Participation - ESG Projects

	Total	Leavers	Stayer
0-7 days	442	426	16
8 to 14 days	120	116	4
15 to 21 days	95	82	13
22 to 30 days	69	69	0
31 to 60 days	118	109	9
61 to 90 days	84	61	23
91 to 180 days	140	105	35
181 to 365 days	57	31	26
366 to 730 Days (1-2 Yrs)	19	4	15
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Data not collected	0	0	0
Total	1144	1003	141

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0	0	0	0	0
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

22d - Length of Participation by Household Type

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
7 days or less	442	331	108	0	3
8 to 14 days	120	92	28	0	0
15 to 21 days	95	46	49	0	0
22 to 30 days	69	35	34	0	0
31 to 60 days	118	70	48	0	0
61 to 90 days	84	51	33	0	0
91 to 180 days	140	62	78	0	0
181 to 365 days	57	25	32	0	0
366 to 730 Days (1-2 Yrs)	19	13	6	0	0
731 to 1,095 Days (2-3 Yrs)	0	0	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0	0	0
Data not collected	0	0	0	0	0
Total	1144	725	416	0	3

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
7 days or less	1093	691	399	0	3
8 to 14 days	1	1	0	0	0
15 to 21 days	4	1	3	0	0
22 to 30 days	3	0	3	0	0
31 to 60 days	2	2	0	0	0

61 to 180 days	11	11	0	0	0
181 to 365 days	11	9	2	0	0
366 to 730 Days (1-2 Yrs)	2	2	0	0	0
731 days or more	8	4	4	0	0
Total (persons moved into housing)	1135	721	411	0	3
Not yet moved into housing	0	0	0	0	0
Data Not Collected	9	4	5	0	0
Total Persons	1144	725	416	0	3

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Permanent Destinations					
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Owned by client, no ongoing subsidy	1	1	0	0	0
Owned by client, with ongoing subsidy	0	0	0	0	0
Rental by client, no ongoing subsidy	38	17	21	0	0
Rental by client, with VASH subsidy	4	0	4	0	0
Rental by client with GPD TIP subsidy	0	0	0	0	0
Rental by client, other ongoing subsidy	56	21	35	0	0
Permanent Housing (other than RRH) for formerly homeless persons	1	1	0	0	0
Staying or living with family, permanent tenure	23	13	10	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Rental by client, with RRH or equivalent subsidy	2	0	2	0	0
Rental by client, with HCV voucher (tenant or project based)	1	1	0	0	0
Rental by client in a public housing unit	6	6	0	0	0
Subtotal	132	60	72	0	0
Temporary Destinations					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	5	4	1	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment or house)	30	22	8	0	0
Staying or living with friends, temporary tenure (e.g., room apartment or house)	10	9	1	0	0
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	8	7	1	0	0
Safe Haven	8	5	3	0	0
Hotel or motel paid for without emergency shelter voucher	9	5	4	0	0
Host Home (non-crisis)	0	0	0	0	0
Subtotal	70	52	18	0	0
Institutional Settings					
Foster care home or foster care group home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	1	1	0	0	0
Substance abuse treatment facility or detox center	34	34	0	0	0
Hospital or other residential non-psychiatric medical facility	16	13	3	0	0
Jail, prison, or juvenile detention facility	6	6	0	0	0
Long-term care facility or nursing home	1	1	0	0	0
Subtotal	58	55	3	0	0
Other Destinations					
Residential project or halfway house with no homeless criteria	1	1	0	0	0
Deceased	1	1	0	0	0
Other	10	10	0	0	0
Client Doesn't Know/Client Refused	109	77	32	0	0
Data Not Collected (no exit interview completed)	622	401	218	0	3
Subtotal	743	490	250	0	3
Total	1003	657	343	0	3
Total persons exiting to positive housing destinations	132	60	72	0	0
Total persons whose destinations excluded them from the calculation	18	15	3	0	0
Percentage	13%	9%	21%	0%	0%

24 - Homeless Prevention Housing Assessment at Exit

	Total	Without Children	With Children and Adults	With Only Children	Unknow Household
Able to maintain the housing they had at project start--Without a subsidy	0	0	0	0	0
Able to maintain the housing they had at project start--With the subsidy they had at project entry	0	0	0	0	0
Able to maintain the housing they had at project start--With an on-going subsidy acquired since project entry	0	0	0	0	0
Able to maintain the housing they had at project start--Only with financial assistance other than a subsidy	0	0	0	0	0
Moved to new housing unit--With on-going subsidy	0	0	0	0	0
Moved to new housing unit--Without an on-going subsidy	0	0	0	0	0

Moved in with family/friends on a temporary basis	0	0	0	0	0
Moved in with family/friends on a permanent basis	0	0	0	0	0
Moved to a transitional or temporary housing facility or program	0	0	0	0	0
Client became homeless - moving to a shelter or other place unfit for human habitation	0	0	0	0	0
Client went to jail/prison	0	0	0	0	0
Client died	0	0	0	0	0
Client doesn't know/Client refused	0	0	0	0	0
Data Not Collected (no exit interview completed)	0	0	0	0	0
Total	0	0	0	0	0

25a - Number of Veterans

	Total	Without Children	With Children and Adults	Unknov Household
Chronically Homeless Veteran	3	2	1	0
Non-Chronically Homeless Veteran	17	14	3	0
Not a veteran	864	709	155	0
Client doesn't know/Client refused	0	0	0	0
Data not collected	0	0	0	0
Total	884	725	159	0

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknov Household
Chronically Homeless	89	83	6	0	0
Not Chronically Homeless	952	561	389	0	2
Client Doesn't Know/Client Refused	62	53	9	0	0
Data not collected	41	28	12	0	1
Total	1144	725	416	0	3

FY2025 LFUCG EXTENDED SOCIAL RESOURCE (ESR) LINE-ITEM BUDGET

							Annual		
							A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES									
Staff Name	**Title**	**FTE**	**% Prog**	**Amt/mo**	**# months**	**Annually**			
Exempt Staff									
Director	Director	**Yes**	**100**	**4,689.59**	**12**	**56,275.13**	56,275.13	56,275.13	-
Property Manager	Property Manager	**Yes**	**20**	**3,835.11**	**12**	**46,021.29**	46,021.29	31,312.88	14,708.41
Non-Exempt Staff									
101	Lead Case Manager	**Yes**	**100**	**2,975.97**	**12**	**35,711.63**	35,711.63		35,711.63
102	Guest Services - FT	**Yes**	**100**	**2,006.72**	**12**	**24,080.69**	24,080.69		24,080.69
103	Guest Services - FT	**Yes**	**100**	**1,905.92**	**12**	**22,871.08**	22,871.08		22,871.08
104	Guest Services - FT	**Yes**	**100**	**2,074.96**	**12**	**24,899.51**	24,899.51		24,899.51
105	Guest Services - FT	**Yes**	**100**	**1,972.61**	**12**	**23,671.28**	23,671.28		23,671.28
106	Guest Services - PT	**No**	**100**	**682.35**	**12**	**8,188.18**	8,188.18		8,188.18
107	Guest Services - PT	**No**	**100**	**706.54**	**12**	**8,478.49**	8,478.49		8,478.49
108	Guest Services - PT	**No**	**100**	**1,531.63**	**12**	**18,379.54**	18,379.54		18,379.54
109	Guest Services - FT	**100**	**100**	**2,201.24**	**12**	**26,414.86**	26,414.86		26,414.86
110	Guest Services - PT	**No**	**100**	**744.38**	**12**	**8,932.56**	8,932.56		8,932.56
111	Guest Services - PT	**No**	**100**	**781.60**	**12**	**9,379.19**	9,379.19		9,379.19
112	Guest Services - PT	**No**	**100**	**864.01**	**12**	**10,368.15**	10,368.15		10,368.15
113	Guest Services - PT	**No**	**100**	**744.38**	**12**	**8,932.56**	8,932.56		8,932.56
114	Guest Services - On-Call	**No**	**100**	**293.99**	**12**	**3,527.83**	3,527.83		3,527.83
115	Guest Services - On-Call	**No**	**100**	**265.19**	**12**	**3,182.22**	3,182.22		3,182.22
PROGRAM STAFF SALARIES TOTALS				**28,276.18**		**339,314.19**	**339,314**	**87,588**	**251,726**
2. STAFF FRINGE BENEFITS									
Health, Dental, Vision, Life, Long and Short Term Disability Insurance (19.9% of total pay)							67,523.52	18,769.00	48,754.52
FICA (7.65% of total pay)							25,957.54		25,957.54
401 match from employer (4.5% avg of total pay, immediate vesting)							15,269.14		15,269.14
Other personnel costs: includes incentives for health services and attendance (1.5% of total pay)							5,089.71		5,089.71
Workers Comp (1.2% of total pay)							4,071.77		4,071.77
SUI (.6% of total pay)							2,035.89		2,035.89
TOTAL FRINGE BENEFITS (35.35% of total pay)							**119,948**	**18,769**	**101,179**
4. SPACE/FACILITIES									
TOTAL SPACE/FACILTIES							**0**	**0**	**0**
5. OPERATING EXPENSES									
Food and Beverage							159,650.00	18,770.00	140,880.00
Kitchen Supplies							26,265.00		26,265.00
Telephone Service							12,019.00		12,019.00
Office Supplies							2,515.00		2,515.00
Program Supplies							22,145.00		22,145.00
Clinic Supplies							-		-
Copiers/Equipment Rental							2,060.00		2,060.00
Computer Repairs/Maintenance							-		-
Mileage							-		-
Vehicle Repair and Maint.							3,016.25		3,016.25
Vehicle Insurance							5,429.25		5,429.25
Gas for Vehicles							3,619.50		3,619.50
Professional Liability Insurance							-		-
TOTAL OPERATING EXPENSES							**236,719**	**18,770**	**217,949**
7. OTHER									
Professional Service Fees							90,125.00		90,125.00
Utilities							97,850.00		97,850.00
Property Upkeep/Janitorial Supplies							58,669.00		58,669.00
Furnishing and Equipment Purchase and Repairs							17,000.00		17,000.00
TOTAL OTHER EXPENSES							**263,644**	**-**	**263,644**
PROGRAM TOTAL BUDGET							**959,625**	**125,127**	**834,498**

EXHIBIT C - Hope Center Men's Emergency Shelter

	A Total ES Budget	B LFUCG Funding	C Non-city Funding
1. STAFF SALARIES			
PROGRAM STAFF SALARIES TOTALS	**689,969**	**540,747**	**149,223**
2. STAFF FRINGE BENEFITS			
Health, Dental, Vision, Life, Long and Short Term Disability Insurance (19.9% of total pay)	137,304	107,097	30,207
FICA (7.65% of total pay)	52,783	41,170	11,612
401 match from employer (4.5% avg of total pay, immediate vesting)	35,000	27,300	7,700
Other personnel costs: includes incentives for health services and attendance (1.5% of total pay)	1,500	1,170	330
Workers Comp (1.2% of total pay)	8,280	6,458	1,822
SUI (.6% of total pay)	0	0	0
TOTAL FRINGE BENEFITS (35.35% of total pay)	**234,866**	**183,196**	**51,671**
4. SPACE/FACILITIES			
Electric (2 buildings)	70,000	40,000	30,000
Water/sewer (2 buildings)	60,000	30,000	30,000
Gas (2 buildings)	9,000	3,958	5,042
Landfill User Fee (2 buildings)	1,200	0	1,200
Fire Equipment Service	9,000	0	9,000
Janitorial Service	3,300	0	3,300
Building Maint Supplies (2 buildings)	15,000	0	15,000
Building/Equipment Repairs (2 buildings)	15,000	0	15,000
Housekeeping/Building Supplies (paper towels, soap, toilet paper, cleaning suppl, client needs)	35,000	0	35,000
Pest Control - Includes regular treatment and bedbugs treatment (2 buildings)	6,500	0	6,500
Building Insurance (2 buildings)	30,000	30,000	0
Grounds Maintenance (2 properties)	3,000	0	3,000
Depreciation Expense for Cafeteria and ES Building Renovations/Furnishings	81,000	0	81,000
TOTAL SPACE/FACILTIES	**338,000**	**103,958**	**234,042**

Note: One of the two facilities is an LFUCG facility with a 99 year lease for $1.

5. OPERATING EXPENSES			
Food and Beverage	45,000	0	45,000
Kitchen Supplies	33,000	20,000	13,000
Telephone Service	10,000	0	1,000
Office Supplies	10,000	0	10,000
Program Supplies	3,000	0	3,000
Clinic Supplies	300	0	300
Copiers/Equipment Rental	15,000	0	15,000
Computer Repairs/Maintenance	25,000	0	25,000
Staff Mileage	1,000	0	1,000
Data Processing Fees	20,000	0	20,000
Vehicle Repair and Maint.	15,000	0	15,000
Vehicle Insurance	30,000	0	30,000
Gas for Vehicles	15,000	0	15,000
Professional Liability Insurance	2,100	2,100	0
TOTAL OPERATING EXPENSES	**224,400**	**22,100**	**193,300**
6. SCHOLARSHIPS/STIPENDS			
Peer Mentor Allowance (4 ongoing Peer Mentors for support)	17,000	0	17,000
TOTAL SCHOLARSHIPS/STIPENDS	**17,000**	**0**	**17,000**
7. OTHER			
Staff Training-CPR, First Aid, Active Shooter, etc.	600	0	600
TOTAL OTHER EXPENSES	**600**	**0**	**600**
PROGRAM TOTAL BUDGET	**1,504,835**	**850,000**	**645,835**

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **ARBOR YOUTH SERVICES, INC.,** a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 536 W. Third Street, Lexington, KY, 40508 (hereinafter "Organization" and with the Government, the "Parties").

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **Two Hundred Sixty-Nine Thousand and One Hundred Sixteen Dollars ($269,116.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth (1/4th) of the Funds shall be payable in July, or shortly thereafter upon

receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Arbor Youth Services, Inc. 536 W. Third Street, Lexington, KY 40508 Attn: Stephanie Spires, Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
Linda Gorton, Mayor

ARBOR YOUTH SERVICES, INC.

BY:_____
Stephanie Spires, Executive Director

ATTEST:

_____
Clerk of the Urban

County Council

4879-8143-1746, v. 1

PURCHASE OF SERVICE AGREEMENT

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RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

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

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B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **Eighty-Seven Thousand and Six Hundred Fifty Dollars ($87,650.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt of a quarterly invoice

and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Hospice of the Bluegrass, Inc. 1733 Harrodsburg Road Lexington, KY 40504 Attn: Elizabeth D. Fowler, President and CEO
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	HOSPICE OF THE BLUEGRASS, INC.
BY:_____	BY:_____
Linda Gorton, Mayor	Elizabeth D. Fowler, President and CEO

ATTEST:

_____
Clerk of the Urban

County Council

4887-7506-0929, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.** (hereinafter "Organization" and with the Government, the "Parties"), a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is PO Box 11610, Lexington, Kentucky 40576.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **Two Hundred Fourty-Five Thousand and Four Hundred Six Dollars ($245,406.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt

of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Community Action Council 710 W. High Street, Lexington, KY 40508 Attn: Sharon Price, Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____

Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban
County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON and NICHOLAS COUNTIES, INC.

BY:_____

Sharon Price, Executive Director

4890-4134-6242, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **GREENHOUSE17, INC.,** (hereinafter "Organization" and with the Government, the "Parties"), whose mailing address is PO Box 55190, Lexington, Ky. 40555.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **One Hundred Ninety Thousand Dollars ($190,000.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports

and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property

(including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the

Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding;

and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Greenhouse17, Inc. PO Box 55190 Lexington, KY 40555 Attn: Darlene Thomas, Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
Linda Gorton, Mayor

GREENHOUSE17, INC.

BY:_____
Darlene Thomas, Executive Director

ATTEST:

_____
Clerk of the Urban
County Council

4878-2780-3585, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **HOPE CENTER, INC.** (hereinafter "Organization" and with the Government, the "Parties"), with offices located at 360 West Loudon Avenue, Lexington, Kentucky 40508.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the purpose of providing emergency shelter, food and all basic needs, and housing focused case management to all those experiencing homelessness whom identify as male, 365 days per year in Fayette County.

2. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

3. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit D – Quarterly Financial and Program Reports

5. Government shall pay Organization a total amount not to exceed **Eight Hundred Fifty Thousand Dollars ($850,000.00) ("Funds")** in the term of this Agreement, contingent upon the final approval of a pending budget amendment(s), for the services of, providing emergency shelter, food and all basic needs, and housing focused case management to all those experiencing homelessness whom identify as male, 365 days per year. One-fourth (1/4th) of the Funds shall be payable in July, or shortly thereafter upon receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit D). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports, and detailed program reports. If this Agreement is

renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

6. In the event of termination of this Agreement by Government as provided for in paragraph 3, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

7. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Paragraph 1 and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

8. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property

(including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

10. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required by this Agreement.

11. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the

Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

12. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

13. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

14. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

15. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding;

and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Hope Center 360 West Loudon Avenue, Lexington, KY 40508 Attn: Jeff Crook, Interim Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
Linda Gorton, Mayor

HOPE CENTER, INC.

BY:_____
Jeff Crook, Interim Executive Director

ATTEST:

_____
Clerk of the Urban
County Council

4889-1342-0482, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **NEW LIFE DAY CENTER, INC.** (hereinafter "Organization" and with the Government, the "Parties"), whose principal office is 224 North Martin Luther King Boulevard, Lexington, Ky. 40507.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **One Hundred Fifty Thousand and Seven Hundred Fifteen Dollars ($150,715.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt

of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. KYHMIS. Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of Funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

8. Continuum of Care's Coordinated Entry System. Organization agrees that it shall provide participants with access to the Continuum of Care's Coordinated Entry System.

9. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

11. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

12. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

13. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

14. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall

cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

15. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

16. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	New Life Day Center, Inc. 224 North Martin Luther King Boulevard Lexington, Kentucky 40507 Attn: Phillip Miller, Chair of the Board of Directors
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

NEW LIFE DAY CENTER, INC.

BY:_____
Linda Gorton, Mayor

BY:_____
Phillip Miller, Chair of the Board of Directors

ATTEST:

_____
Clerk of the Urban
County Council

4863-3621-6258, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **THE SALVATION ARMY,** a New York not-for-profit corporation duly authorized to conduct business in the Commonwealth of Kentucky, including without limitation its operations located at 736 West Main Street, Lexington, Kentucky 40508 (hereinafter "Organization" and with the Government, the "Parties").

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **One Hundred Twenty-Five Thousand and One Hundred Twenty-Seven Dollars ($125,127.00) ("Funds**") in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth (1/4th) of the Funds shall be payable in July, or shortly thereafter upon

receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	The Salvation Army 736 West Main Street, Lexington, KY 40508 Attn: Majors Asit and Sunetra George
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban
County Council

THE SALVATION ARMY.

BY:_____
Michael J. Southwick
Secretary
Authorized Corporate Signatory

4880-7498-5664, v. 1

RESOLUTION NO. ____- 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE PURCHASE OF SERVICE AGREEMENTS WITH THE FOLLOWING SEVEN (7) EXTENDED SOCIAL RESOURCE (ESR) PROGRAM – GRANTEE AGENCIES, PURSUANT TO ADMINISTRATIVE AGREEMENTS AND RFP #25-2024 OR RFP #34-2024 (EMERGENCY SHELTER): HOPE CENTER, INC. ($850,000.00), GREENHOUSE17, INC. ($190,000.00), COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ($245,406.00), ARBOR YOUTH SERVICES, INC. ($269,116.00), HOSPICE OF THE BLUEGRASS, INC. D/B/A BLUEGRASS CARE NAVIGATORS ($87,650.00), NEW LIFE DAY CENTER, INC. ($150,715.00) AND THE SALVATION ARMY ($125,127.00); TO PROVIDE EMERGENCY SHELTER SERVICES, AT A COST NOT TO EXCEED $1,918,014.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Purchase of Service Agreements, which are attached hereto and incorporated herein by reference, with Hope Center, Inc., Greenhouse17, Inc., Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., Arbor Youth Services, Inc., Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, New Life Day Center, Inc., and The Salvation Army, to provide emergency shelter services.

Section 2 – That an amount, not to exceed the sum of $850,000.00, is hereby approved for payment to Hope Center, Inc., from account #1101-900311-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 3 – That an amount, not to exceed the sum of $190,000.00, is hereby approved for payment to Greenhouse17, Inc., from account #1101-900304-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 4 – That an amount, not to exceed the sum of $245,406.00, is hereby approved for payment to Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., from account #1101-900307-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 5 – That an amount, not to exceed the sum of $269,116.00, is hereby approved for payment to Arbor Youth Services, Inc., from account #1101-900313-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 6 – That an amount, not to exceed the sum of $87,650.00, is hereby approved for payment to Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, from account #1101-900368-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 7 – That an amount, not to exceed the sum of $150,715.00, is hereby approved for payment to New Life Day Center, Inc., from account #1101-900343-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 8 – That an amount, not to exceed the sum of $125,127.00, is hereby approved for payment to The Salvation Army, from account #1101-900317-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 9 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0667-24: TAH: 4878-8270-7146, v. 1

RESOLUTION NO. 359 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE PURCHASE OF SERVICE AGREEMENTS WITH THE FOLLOWING SEVEN (7) EXTENDED SOCIAL RESOURCE (ESR) PROGRAM – GRANTEE AGENCIES, PURSUANT TO ADMINISTRATIVE AGREEMENTS AND RFP #25-2024 OR RFP #34-2024 (EMERGENCY SHELTER): HOPE CENTER, INC. ($850,000.00), GREENHOUSE17, INC. ($190,000.00), COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ($245,406.00), ARBOR YOUTH SERVICES, INC. ($269,116.00), HOSPICE OF THE BLUEGRASS, INC. D/B/A BLUEGRASS CARE NAVIGATORS ($87,650.00), NEW LIFE DAY CENTER, INC. ($150,715.00) AND THE SALVATION ARMY ($125,127.00); TO PROVIDE EMERGENCY SHELTER SERVICES, AT A COST NOT TO EXCEED $1,918,014.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Purchase of Service Agreements, which are attached hereto and incorporated herein by reference, with Hope Center, Inc., Greenhouse17, Inc., Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., Arbor Youth Services, Inc., Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, New Life Day Center, Inc., and The Salvation Army, to provide emergency shelter services.

Section 2 – That an amount, not to exceed the sum of $850,000.00, is hereby approved for payment to Hope Center, Inc., from account #1101-900311-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 3 – That an amount, not to exceed the sum of $190,000.00, is hereby approved for payment to Greenhouse17, Inc., from account #1101-900304-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 4 – That an amount, not to exceed the sum of $245,406.00, is hereby approved for payment to Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., from account #1101-900307-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 5 – That an amount, not to exceed the sum of $269,116.00, is hereby approved for payment to Arbor Youth Services, Inc., from account #1101-900313-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 6 – That an amount, not to exceed the sum of $87,650.00, is hereby approved for payment to Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, from account #1101-900368-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 7 – That an amount, not to exceed the sum of $150,715.00, is hereby approved for payment to New Life Day Center, Inc., from account #1101-900343-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 8 – That an amount, not to exceed the sum of $125,127.00, is hereby approved for payment to The Salvation Army, from account #1101-900317-71101, contingent upon approval of a pending budget amendment(s) and pursuant to the terms of the Agreement.

Section 9 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0667-24: TAH: 4878-8270-7146, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **HOPE CENTER, INC.** (hereinafter "Organization" and with the Government, the "Parties"), with offices located at 360 West Loudon Avenue, Lexington, Kentucky 40508.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the purpose of providing emergency shelter, food and all basic needs, and housing focused case management to all those experiencing homelessness whom identify as male, 365 days per year in Fayette County.

2. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

3. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit D – Quarterly Financial and Program Reports

5. Government shall pay Organization a total amount not to exceed **Eight Hundred Fifty Thousand Dollars ($850,000.00) ("Funds")** in the term of this Agreement, contingent upon the final approval of a pending budget amendment(s), for the services of, providing emergency shelter, food and all basic needs, and housing focused case management to all those experiencing homelessness whom identify as male, 365 days per year. One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit D). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports, and detailed program reports. If this Agreement is

renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

6. In the event of termination of this Agreement by Government as provided for in paragraph 3, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

7. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Paragraph 1 and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

8. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property

(including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

10. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required by this Agreement.

11. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the

Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

12. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

13. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

14. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

15. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding;

and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Hope Center 360 West Loudon Avenue, Lexington, KY 40508 Attn: Jeff Crook, Interim Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

HOPE CENTER, INC.

BY: _____
Jeff Crook, Interim Executive Director

ATTEST:

_____
Clerk of the Urban County Council

4889-1342-0482, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.** (hereinafter "Organization" and with the Government, the "Parties"), a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is PO Box 11610, Lexington, Kentucky 40576.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **Two Hundred Fourty-Five Thousand and Four Hundred Six Dollars ($245,406.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt

of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Community Action Council 710 W. High Street, Lexington, KY 40508 Attn: Sharon Price, Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of the Urban
County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON and NICHOLAS COUNTIES, INC.

BY:_____

Sharon Price, Executive Director

4890-4134-6242, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **ARBOR YOUTH SERVICES, INC.,** a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 536 W. Third Street, Lexington, KY, 40508 (hereinafter "Organization" and with the Government, the "Parties").

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **Two Hundred Sixty-Nine Thousand and One Hundred Sixteen Dollars ($269,116.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon

receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Arbor Youth Services, Inc. 536 W. Third Street, Lexington, KY 40508 Attn: Stephanie Spires, Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ARBOR YOUTH SERVICES, INC.

BY: Stephanie Spires
Stephanie Spires, Executive Director

ATTEST:

Clerk of the Urban

County Council

4879-8143-1746, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **HOSPICE OF THE BLUEGRASS, INC. D/B/A BLUEGRASS CARE NAVIGATORS,** (hereinafter "Organization" and with the Government, the "Parties"),whose principal office is 1733 Harrodsburg Road, Lexington, Ky. 40504.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **Eighty-Seven Thousand and Six Hundred Fifty Dollars ($87,650.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth (1/4th) of the Funds shall be payable in July, or shortly thereafter upon receipt of a quarterly invoice

and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Hospice of the Bluegrass, Inc. 1733 Harrodsburg Road Lexington, KY 40504 Attn: Elizabeth D. Fowler, President and CEO
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda J. Gorton
Linda Gorton, Mayor

HOSPICE OF THE BLUEGRASS, INC.

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

ATTEST:

Clerk of the Urban

County Council

4887-7506-0929, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **GREENHOUSE17, INC.,** (hereinafter "Organization" and with the Government, the "Parties"), whose mailing address is PO Box 55190, Lexington, Ky. 40555.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **One Hundred Ninety Thousand Dollars ($190,000.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports

and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property

(including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the

Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding;

and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	Greenhouse17, Inc. PO Box 55190 Lexington, KY 40555 Attn: Darlene Thomas, Executive Director
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

GREENHOUSE17, INC.

BY: _____
Darlene Thomas, Executive Director

ATTEST:

_____
Clerk of the Urban County Council

4878-2780-3585, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 2nd day of July, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **NEW LIFE DAY CENTER, INC.** (hereinafter "Organization" and with the Government, the "Parties"), whose principal office is 224 North Martin Luther King Boulevard, Lexington, Ky. 40507.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **One Hundred Fifty Thousand and Seven Hundred Fifteen Dollars ($150,715.00) ("Funds")** in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon receipt

of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. KYHMIS. Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of Funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

8. Continuum of Care's Coordinated Entry System. Organization agrees that it shall provide participants with access to the Continuum of Care's Coordinated Entry System.

9. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

11. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

12. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

13. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

14. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall

cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

15. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

16. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	New Life Day Center, Inc. 224 North Martin Luther King Boulevard Lexington, Kentucky 40507 Attn: Phillip Miller, Chair of the Board of Directors
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

NEW LIFE DAY CENTER, INC.

BY: _____
Linda Gorton, Mayor

BY: _____
Phillip Miller, Chair of the Board of Directors

ATTEST:

_____
Clerk of the Urban
County Council

4863-3621-6258, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 19th day of ~~July~~ August, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **THE SALVATION ARMY,** a New York not-for-profit corporation duly authorized to conduct business in the Commonwealth of Kentucky, including without limitation its operations located at 736 West Main Street, Lexington, Kentucky 40508 (hereinafter "Organization" and with the Government, the "Parties").

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government has established the Extended Social Resource (ESR) Grant Program to provide grant funds to various non-profits that provide important social services to the community; and

WHEREAS, this ESR Grant Program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Urban County Government, fulfills an important and vital public purpose; and

WHEREAS, the ESR Grant Program provides funding for the Emergency Shelter Program, administered by the Sponsor; and

WHEREAS, the Sponsor identifies non-profits in the community that provide emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Organization qualifies for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the Parties agree that the main goal of any funding investment is the reduction and end to homelessness.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall be for the period beginning on **July 1, 2024**, and ending **June 30, 2025**. The Parties have the option to renew this Agreement for another term of one (1) year. This Agreement shall automatically renew for another one-year term on July 1, 2025, pursuant to the same terms and conditions contained herein, unless either Party first sends a written notice on or before June 30, 2025 of that Party's intent not to renew this Agreement.

2. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days' advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.

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

A. Exhibit "A" – RFP #25-2024 or RFP #34-2024

B. Exhibit "B" – Organization's Response to RFP #25-2024 or RFP #34-2024

C. Exhibit "C" – Detailed Financial and Program Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

4. Government shall pay Organization a total amount not to exceed **One Hundred Twenty-Five Thousand and One Hundred Twenty-Seven Dollars ($125,127.00) ("Funds**") in the term of this Agreement for the services described in Exhibits A and B, contingent upon the final approval of a pending budget amendment(s). One-fourth ($1/4^{th}$) of the Funds shall be payable in July, or shortly thereafter upon

receipt of a quarterly invoice and a detailed financial report (attached herein as part of Exhibit C). The remaining portion of the Funds will be payable in equal installments in October, January, and April upon receipt of an invoice, detailed financial reports and detailed program reports. If this Agreement is renewed for an additional one (1) year term starting July 1, 2025, then the same amount of Funds will be due under this Agreement during that additional one (1) year term, and those Funds will be payable in the same manner as provided in this numbered paragraph. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government, with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2, above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

6. Organization shall perform all duties and services included in the Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both Parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or

connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services required in Exhibits A and B.

10. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access, at all reasonable times, to the books, papers and affairs of the Organization that relate to the performance of this Agreement, and if it desires, it may have the books and papers of the Organization that relate to the performance of this Agreement audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

12. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees

and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, Amendments, and any Addenda incorporated herein, contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the Parties and endorsed hereon.

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

For Organization:	The Salvation Army 736 West Main Street, Lexington, KY 40508 Attn: Majors Asit and Sunetra George
For Government:	Lexington-Fayette Urban County Government. Office of Homelessness Prevention and Intervention 101 East Vine Street Lexington, Kentucky 40507 Attn: Jeff Herron

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

Mackenzie Stack
Deputy Clerk of the Urban County Council

THE SALVATION ARMY.

BY: Michael J. Southwick
Michael J. Southwick
Secretary
Authorized Corporate Signatory

4880-7498-5664, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0668-24

File ID:	0668-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	174-2024	**In Control:**	Urban County Council
				File Created:	06/17/2024
File Name:	Lex Grow Trees Grant Agreements			**Final Action:**	07/02/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Grant Award Agreements related to Grants awarded under the Lex Grow Trees Grant Program with Andover Forest Homeowners Association, Inc. ($100,000.00); Bluegrass Greensource, Inc. ($95,312.50); Bread & Circuses LLC ($6,000.00); Eastland Parkway Neighborhood Association, LLC ($18,271.85); Friends of the Parks in Fayette County, Inc. ($4,172.00); Friends of Wolf Run Inc. ($97,935.00); Hartland Homeowner's Association, Inc. ($76,785.20); Pensacola Park Neighborhood Association, LLC ($6,000.00); and Trees Lexington! Inc. ($86,655.00) for the Div. of Environmental Services, at a cost not to exceed the sum stated. [Div. of Environmental Services, Carey]

Notes: 1st:6.27 2nd 7.02, in CCO to be stamped. AA 6.25
stamped and filedin CCO. coies given back to J. Carey via pick up. 7.2 AA

Sponsors:

Enactment Date: 07/02/2024

Attachments: bluesheet memo Lex Grow Trees Grant Agreements, Grant Agreement (Lex Grow Trees) Andover Forest HOA with Exhibits, Grant Agreement (Lex Grow Trees) Bluegrass Greensource with Exhibits, Grant Agreement (Lex Grow Trees) Bread and Circuses Media with Exhibits, Grant Agreement (Lex Grow Trees) Eastland Parkway NA with Exhibits, Grant Agreement (Lex Grow Trees) Friends of the Parks Clays Mill Elem with Exhibits, Grant Agreement (Lex Grow Trees) Friends of Wolf Run with Exhibits, Grant Agreement (Lex Grow Trees) Hartland HOA with Exhibits, Grant Agreement (Lex Grow Trees) Pensacola Park NA with Exhibits, Grant Agreement (Lex Grow Trees) Trees Lexington with Exhibits, RESO 0668-24 Grants Awards for Trees 4875-4185-3897 v.1.docx, R-360-2024, Contract #174-2024- Friends of the Park, Contract #174-2024 -Friends of Wolf Run, Contract #174-2024 - Hartland Homeowners, Contract #174-2024 - Pensacola Park, Contract #174-2024 -Trees Lexington, Contract #174-2024 -Bread and Circuses Media, Contract #174-2024 -Bluegrass Greensource, Contract #174-2024 -Andover Forest, Contract #174-2024 -

Enactment Number: R-360-2024

Eastland Parkway

Deed #: **Hearing Date:**

Drafter: Jennifer Carey **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		
1	Urban County Council	07/02/2024	Approved				Pass

Text of Legislative File 0668-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Grant Award Agreements related to Grants awarded under the Lex Grow Trees Grant Program with Andover Forest Homeowners Association, Inc. ($100,000.00); Bluegrass Greensource, Inc. ($95,312.50); Bread & Circuses LLC ($6,000.00); Eastland Parkway Neighborhood Association, LLC ($18,271.85); Friends of the Parks in Fayette County, Inc. ($4,172.00); Friends of Wolf Run Inc. ($97,935.00); Hartland Homeowner's Association, Inc. ($76,785.20); Pensacola Park Neighborhood Association, LLC ($6,000.00); and Trees Lexington! Inc. ($86,655.00) for the Div. of Environmental Services, at a cost not to exceed the sum stated. [Div. of Environmental Services, Carey]

Summary

Authorization to execute Grant Agreements totaling $491,131.55 with the following nine (9) applicants, selected by the Tree Canopy Ad Hoc Committee to receive Lex Grow Trees Grants: Andover Forest Homeowners Association, Bluegrass Greensource, Bread & Circuses Media, Eastland Parkway Neighborhood Association, Friends of the Parks, Friends of Wolf Run, Hartland Homeowners Association, Pensacola Park Neighborhood Association and Trees Lexington!. Funds are Budgeted. (L0668-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Michael Cravens, 6/17/24}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 1105-313201-3703-78112

This Fiscal Year Impact: $491,131.55

Annual Impact:

Project: TREECANOPY_2022

Activity: LAND_IMPRO

Budget Reference: 2022

Current Balance: $1,138,809.84

MAYOR LINDA GORTON

LEXINGTON

JENNIFER CAREY
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: June 17, 2024

SUBJECT: Grant Agreements with Lex Grow Trees Grant Recipients

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Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute Grant Agreements with the nine (9) applicants selected by the Tree Canopy Ad Hoc Committee to receive Lex Grow Trees Grants.

Why are you requesting?

The Tree Canopy Ad Hoc Committee allocated up to $500,000 of the $1.5M approved by Council to improve and support Lexington's Tree Canopy to be awarded to local non-profit groups, for profit entities, and active neighborhood and homeowners associations who applied and were selected to receive Lex Grow Trees Grants. The following organizations were selected to receive a grant for the amount shown, and the organization has executed their grant agreement:

- Andover Forest Homeowners Association - $100,000
- Bluegrass Greensource - $95,312.50
- Bread & Circuses Media - $6,000
- Eastland Parkway Neighborhood Association - $18,271.85
- Friends of the Parks - $4,172
- Friends of Wolf Run - $97,935
- Hartland Homeowners Association - $76,785.20
- Pensacola Park Neighborhood Association - $6,000
- Trees Lexington! - $86,655

What is the cost in this budget year and future budget years?
The cost in FY25 is $491,131.55.

Are funds budgeted?
Yes, funds are budgeted in 1105-313201-3703-78112 2022 TREECANOPY_2022 LAND_IMPRO.

File Number: 0668-24

Director / Commissioner: Carey / Albright

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Andover Forest Homeowners Association** (Hereinafter "Organization"), with the mailing address of c/o Allpoints Mgmt, 141 Prosperous Place, Suite 21, Lexington, Kentucky 40509.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $100,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit

B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit “C”, then “B”, then “A” in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Andover Forest HOA
Organization Name (Printed)

BY: Susan J. Hoffmann
Signature

President,
Title
Andover Forest HOA Board of Directors

WITNESS SIGNATURE

JARED GIBSON
WITNESS PRINTED NAME

6/4/2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 23, 2024 11:37 am
Browser:	Chrome 124.0.0.0 / Windows
IP Address:	3.129.60.36
Unique ID:	1218069819
Location:	39.9625, -83.0061

Lex Grow Trees Grant Application

Organization information

Name of organization	Andover Forest Homeowners Association
Street address and zip code	c/o Allpoints Mgmt 141 Prosperous Place, Suite 21 40509
Email	jared@allpointsky.com
Phone	(859) 489-1267

Contact information

Contact person name	Mitzi Bender
Contact person title	Andover Forest HOA Board Member & Greenspace Chair
Contact person phone number	(859) 619-9288
Contact person email address	mitzi.bender@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1PFwsXOwc2FitVmgZeWuZ5KJT-_0JIqfy&export=download&display=/1218069819AndoverForestHomeownersAssociation_156059812_AndoverForestHOALexGrowTreesGrantApp4.23.2024.pdf
Project start date	Sep 01, 2024
List milestone dates	Order trees - Sept, Begin tree education & installations Oct - Jan 2025
Expected completion date	Jan 30, 2025
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1Me703CfGwVOkV2BIJJq-Orv2Khl1yZBZ&export=download&display=/1218069819AndoverForestHomeownersAssociation_156060575_AndoverForestHOABudgetLexGrowTrees4.22.2024.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	District 6 Andover Forest HOA & Greenspace See aerial map of Andover Forest Greenspace (formerly Andover Golf Course Holes 1-9) The Greenspace are 9 former grass fairways and unfortunately do not have physical mailing addresses. The Greenspace is located between Man O War Blvd, Todds Rd and Pleasant Ridge Dr (near Interstate 75)

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1l7NhNDcPsQF3lbc7ThsHF5ed6mKUJ20Q&export=download&display=/1218069819AndoverForestHomeownersAssociation_156060675_Hole4runoff.jpg
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1PH_NxipFTWDzHwbY8VvPWBkK6v6cNL8p&export=download&display=/1218069819AndoverForestHomeownersAssociation_156060679_AndoverForestHOAGreenspaceAerial.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1ZZG4u7Ye32xVi2RtYtCUHsa9akrEXYtd&export=download&display=/1218069819AndoverForestHomeownersAssociation_156060885_AndoverForestHOASupportAdvisorsLexGrowTreesGrant.pdf

BLUEGRASS GREENSOURCE

LEX GROW TREES

Planting Roots for Tomorrow



TREES LEXINGTON!

SOIL CONSERVATION DISTRICTS of KENTUCKY — The Soil is in our Hands

NRCS Natural Resources Conservation Service

University of Kentucky LANDSCAPE ARCHITECTURE

Hickman Creek Conservancy

Keeping our watershed clean and green

UK UNIVERSITY OF KENTUCKY College of Agriculture, Food and Environment Department of Entomology

KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION

ANDOVER Greenspace

Andover Forest HOA & Support Advisors

Why Fund: Andover Forest HOA & Greenspace?



- **Low Tree Canopy - District 6 -** Located off Man O War near Interstate 75 and the Hamburg shopping area.
  - The HOA serves 481 homes and over 1,000 citizens in the East Hickman Creek Watershed.
  - Area is impacted by high growth, traffic noise and heat generated from large paved shopping areas.
  - Stormwater runoff issues/FEMA floodplain, 6 ponds which lead into the Reservoir near Jacobsen Park.
- **Greenspace with 70 acres of space ready for LexGrowTrees!** In 2018 AFHOA purchased the Andover Golf Course Holes 1-9. Open grassy fairways are ready for planting large quantities of native trees.
- **Educational Collaboration & Outreach**: Andover Forest HOA invites educational opportunities on its Greenspace. In 2019, the UK Department of Landscape Architecture held Design Week: 80 students and 14 professors studied the transformation of golf courses to naturalized areas. UK students conducted site-visits and created design ideas for transforming the golf areas to a community Greenspace with trees & landscaping.
  - Currently, Dr. Caleb Wilson (UK Dept. of Entomology)is utilizing our area for a Masters research project studying the effect of using pollinators to reduce damaging scale pests on honey locust trees.
  - The HOA is collaborating with Dr. Eric Carroll of the University of Kentucky (Dept GIS/Infrastructure) for educational studies with GIS tree mapping tools that would be shared with the city for updating the Tree Canopy Report data.
- **Master Tree Plan** – In 2020, Sr. Landscape Architect Bill Henkel was hired to create Master Tree Plan for planting new native trees and evergreens on the former Holes 1-9 fairways. See Master Plan - https://andoverforest.org/wp-content/uploads/2020/10/AF-Master-Plan-Revised-10.8.2020.pdf
- **HOA Strategic Focus on Trees**: AFHOA began installing Phase 1 of its Master Tree Plan in 2021. Approximately 441 new native trees, 574 evergreen trees & shrubs, and 162 flowering shrubs have been planted through funds from the HOA annual dues & private donations (approx. $177,000). Even with this effort, the Greenspace is still mostly grass fields and the existing older tree canopy is suffering from diseased Ash and Honey Locust trees.

The area is prime for planting vast quantities of native trees; however, the HOA does not have additional funding available currently without grant assistance.

Why Fund: Andover Forest HOA & Greenspace?



- **Stormwater Runoff Issues & FEMA Floodplain** - Large volumes of rushing stormwater from neighborhood streets is creating pond embankment erosion and sedimentation in the HOA's 6 ponds. If awarded, new trees will be planted to slow stormwater, improve water quality, and reduce the pond erosion issues.
  - HOA engaged Bluegrass Greensource for community workshops on Riparian Buffer Zones and benefits of planting trees around pond areas in 2021 for its LFUCG Stormwater Class A grant award.
  - HOA has worked in collaboration with Dr. Amanda Gumbert of UK Extension Water Quality Specialist to provide educational workshops and a demonstration area of riparian buffers.
- **Tree Stewards - Active Group of Resident Volunteers** - Community volunteers have provided tree routine maintenance since 2020. Activities include pruning, tree staking, beetle spraying, installing tree protectors at tree bases, mulching (with wood chips stored on property from ground limbs), hauling away fallen limbs/storm damage and removal of invasive winter creeper and honeysuckle.
- Arborist Pete Barber provided onsite training this March for 6 resident volunteers to act as Tree Stewards. These Tree Stewards learned proper pruning and have pruned the newly planted trees. Future initiatives to include training for GIS tree mapping.
- **Actively Network for Guidance & Best Practices** – The HOA has reached out to the following groups for collaboration:

  LFUCG Urban Forestry, Environmental Quality, Trees Lexington, Hickman Creek Conservancy, Bluegrass Greensource, Fayette County Conservation District (Sarah Ward), Natural Resources Conservation Group (Heath Miner), Kentucky Division of Urban Forestry (Chris Wiedamann), University of Kentucky Dept. of Landscape Architecture (Dr. Ned Crankshaw & Carolina Segura Bell) and Dept of Entomology (Dr. Caleb Wilson), UK Extension Water Quality (Dr. Amanda Gumbert), Dept of GIS/Infrastructure (Dr. Eric Carroll)











ANDOVER
Greenspace

Andover Forest HOA - Working to Make a Difference







Project Scope & Community Objectives

- Andover Forest HOA Project Scope Request: LexGrowTrees Grant Award of $100,000 for planting 350 new trees to increase the District 6 tree canopy.
- Our vision is to increase shaded community gathering areas along open grass fairways (as depicted in the artist rendering shown).
- Reduce stormwater runoff and erosion through trees near ponds & sloped neighborhood runoff areas.
- Engage residents and tree stewards in community educational outreach initiatives to care & maintain newly planted trees.
- Develop & Share GIS tree data with LFUCG on new trees planted since Andover Forest HOA purchased the Greenspace in 2018.



Project Area 1: Hole 3

Pond bank erosion / Stormwater Runoff
FEMA Flood Area
Lack of tree canopy /poor soil







Project Area 2: Hole 7

Open field needing Tree Canopy
Intense Stormwater Runoff by homes
Boggy soil/Pond bank erosion







Project Area 3: Holes 1 & 9

Increase Pond Shade /Erosion Control
Aging Bradford Pears by pond
Sinking Soil (shown in red below) from runoff









Project Area 4: Hole 4

Open field needing Tree Canopy by walking paths
Steep Runoff Creating Resident flooding issues

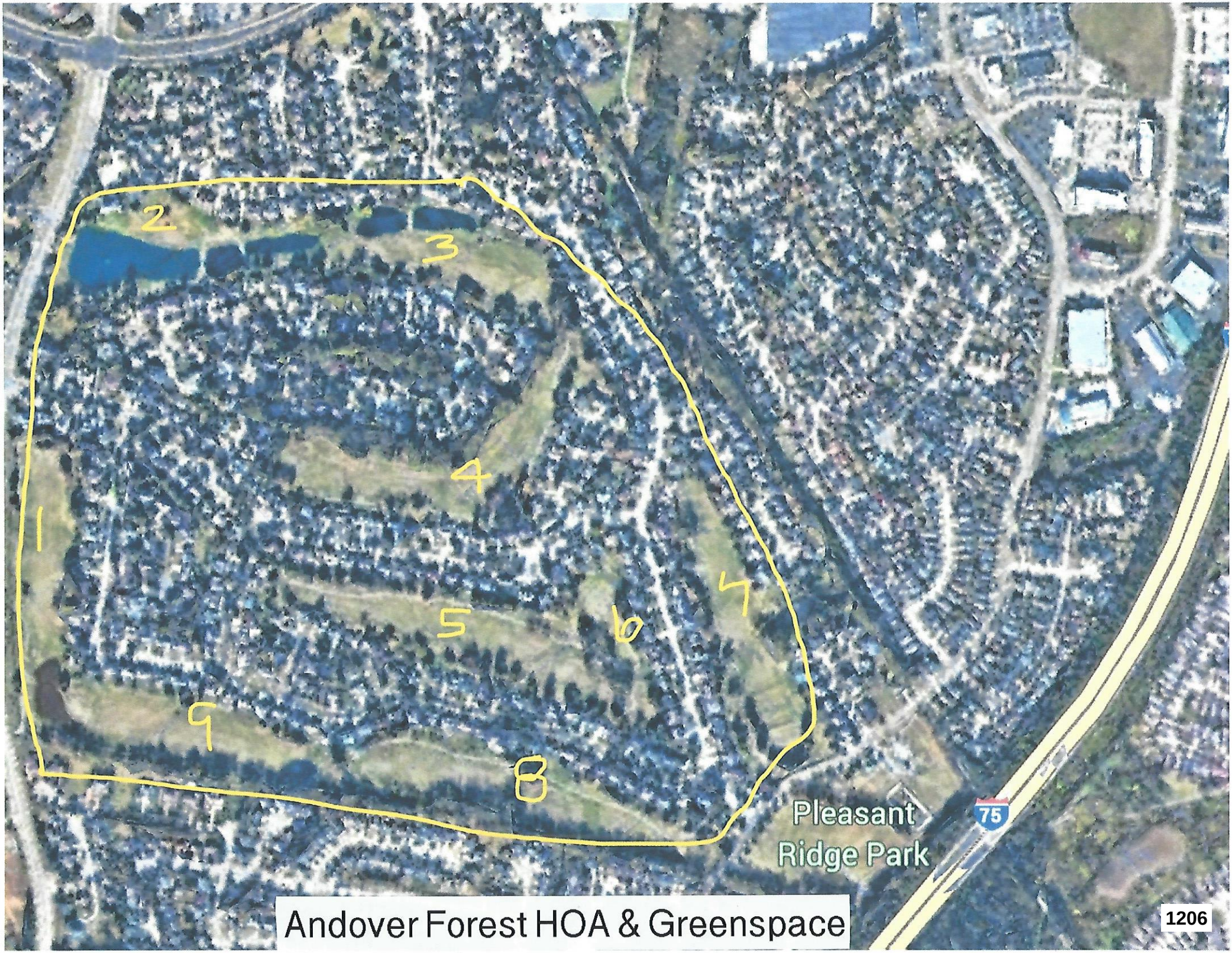






Andover Forest HOA - LexGrowTrees Grant							
Proposed Budget							
4.22.2024							
Explanation of Proposed Expenditures							
		Estimated	**Estimated**		**Estimated**		
Trees	**Tree Size**	**Price**	**Installation**	**Quantity**	**Total**		
Tree Purchase - 1.75" caliper trees	1.75"	$400	included	225	$90,000		
Tree Purchase - Trees Lexington	3 Gallon size	$32	$30	125	$7,750	*augering planting holes included	
Total Trees Planted		**Tree Purchase**		**350**	**$97,750**		
Education & Maintenance							
Trees Lexington- Community Planting Day	3 gallon trees	$1,000	n/a	1	$1,000	*Tree Delivery , Assist with Species & Site Selection, Community Planting Event	
Trees Lexington Workshop	Education	$120	n/a	1	$120	Tree care & Maintenance	
Bluegrass Greensource- Workshop	Education	$75	n/a	2	$150	Trees as Pond Buffers	
Arborist - Tree Steward Education Maintenance	Maintenance	$100	n/a	10	$1,000	*Tree Pruning, Tree Pest Control, Invasives removed	
		Total Education & Maintenance			**$2,270**		
		Total Budget			**$100,020**		




2
3
4
1
5
6
7
9
8
Pleasant
Ridge Park
75
Andover Forest HOA & Greenspace
1206

Andover Forest HOA - Greenspace Support Advisors	
Arborists Advisors	Pete Barber
Bluegrass Greensource	Amy Sohner
District 6 Councilwoman	Denise Gray
Ecogro	Jim Hannssen
FCCD - Fayette County Conservation District	Sarah Ward
Friends of Wolf Run	Ken Cooke
Hickman Creek Conservancy	Kelly Taylor
Kentucky Association for Environmental Education	Chris Wiedamann
Landscape Architect	Bill Henkel
LFUCG - Sr Program Manager (Class A Stormwater Grants)	Frank Mabson
NRCS - Natural Resources Conservation Service	Heath Miner
Trees Lexington	Michael Potapov
University of Kentucky - Dept. of Entomology	Dr. Caleb Wilson
University of Kentucky - GIS & Infrastructure	Dr. Eric Carroll
University of Kentucky - Dept. of Landscape Architecture	Dr. Ned Crankshaw
University of Kentucky - Turf Grass Extension Specialist	Dr. Gregg Munshaw
University of Kentucky - Water Quality Specialist	Dr. Amanda Gumbert

David Leonard
Russ Turpin
David Leonard
Carolina Segura Bell
Dr. Travis Shaddox

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Andover Forest Homeowners Association

Requested Grant Amount: $100,000.00

Project Elements:

1. Planting 350 Trees
2. Community Planting Day
3. Trees Lexington Workshop
4. Bluegrass Greensource Workshop
5. Tree Steward Education Maintenance

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **93.5**.
- Approve the Grant Application for the **Full** amount of **$100,000.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall retain trees through maturity. Should the property be developed in the future, applicant shall provide commensurate canopy coverage within the HOA to compensate for all canopy lost during and through the development process.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

✓ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

✓ The application has been scored and is deemed worthy of funding this granting cycle.

✓ The grant application is approved in the amount of: $ 100,000.00

✓ The grant is approved with the following stipulations: see item #1 in the Recommendation Section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/31/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Bluegrass Greensource** (Hereinafter "Organization"), with the mailing address of 835 National Avenue, Lexington, Kentucky 40502.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $95,312.50 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Bluegrass Greensource
Organization Name (Printed)

BY: Amy Salyer
Signature

Executive Director
Title

Pattie Stivender
WITNESS SIGNATURE

Pattie Stivender
WITNESS PRINTED NAME

6/4/24
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 26, 2024 3:07 pm
Browser:	Chrome 124.0.0.0 / Windows
IP Address:	104.254.220.80
Unique ID:	1219419643
Location:	38.0611, -84.4581

Lex Grow Trees Grant Application

Organization information

Name of organization	Bluegrass Greensource
Street address and zip code	835 National Ave. 40502
Email	amy@bggreensource.org
Phone	8593212034

Contact information

Contact person name	Amy Sohner
Contact person title	Executive Director
Contact person phone number	(859) 266-1572
Contact person email address	amy@bggreensource.org

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1r36raTug2F2PyF6z8tUSE3a-_zHgmUAG&export=download&display=/1219419643BluegrassGreensource_lexgrow_trees.docx.pdf
Project start date	Jul 01, 2024
List milestone dates	Program planning: Summer 2024, Ambassador Trainings and Community Meetings: Fall 2024, Spring/Fall 2025 and Spring 2026. A full timeline is listed in the narrative.
Expected completion date	Jun 30, 2026
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1AWFz_vy7GJ3WGejsYeP7F4PHvplYwfeN&export=download&display=/1219419643BluegrassGreensource_lexgrow_trees_budget_narrative_2024.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	This project will take place throughout the city with an emphasis on Lexington Council Districts 1, 2, 6 and 7

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1pJAyseJWuUeW45RJulYD8SpxpVqGZLXO&export=download&display=/1219419643BluegrassGreensource_photos_of_bggs_project_areas.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1fsVCFc7mKU1HM2Rgz9wHnSiWiw8PQL6Q&export=download&display=/1219419643BluegrassGreensource_maps_of_underserved_and_low_tree_canopy_areas_of_lexington.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1SSx4wZzoCkJKMTnworJyv2r-zx4QO7k6&export=download&display=/1219419643BluegrassGreensource_los_from_northside_na.pdf

BLUEGRASS GREENSOURCE

835 National Ave. Lexington, KY 40502 | 859.266.1572 | bggreensource.org

LexGrow Trees Budget

Total Budget	
Trees	**$ 17,600**
Ambassadors	**$ 28,800**
Printing	**$ 3,725**
Staff Time	**$ 49,875**
Total	**$ 100,000**

Budget Detail

Trees				
Item	Quantity	Cost	Total	Notes
Neighborhood and Community Meeting	120	$25	$ 3,000	12 meetings, 10 trees distributed
Trees from vouchers	500	$25	$ 12,500	
Shared Space Tree plantings	84	$25	$ 2,100	
Total	704		$ 17,600	

Ambassadors				
Item	Quantity	Cost	Total	Notes
Tshirt, badge, bag	60	$40	$ 2,400	15 ambassadors each season

Training Stipend	60	$50	$ 3,000	
Hourly total/ambassador	1800	$13	$ 23,400	30 hours/ambassador
Total			$ 28,800	

Printing/Misc.

Item	Quantity	Cost	Total	Notes
Printing			$ 1,500	
Food for meetings	16	$50	$ 800	community mtgs and ambassador trainings
Social media boosts			$ 1,000	
Booklets for ambassadors and meetings	100	$3	$ 300	
mileage	250	$0.50	$ 125	
Total			$ 3,725	

Staff Time

Item	Quantity	Cost	Total	Notes
Material Creation	40	$75	$ 3,000	
Ambassador Training (4) and recruitment	100	$75	$ 7,500	
Neighborhood/Community Meetings	200	$75	$ 15,000	12 meetings
Ambassador Management	120	$75	$ 9,000	3 hrs/week for each 10 season
Social Media/Promotion	80	$75	$ 6,000	
Development and Reporting	125	$75	$ 9,375	
Total			$ 49,875	

LexGrow Trees Budget Narrative

Trees - $17,600

This project will distribute 704 trees throughout two years at an average of $25 per tree. Costs were determined by using average costs from Oakland Farm Trees and Pemberton's Greenhouse. Trees will be purchased in bulk and distributed directly at community meetings and through community pick-up locations. Additionally, Tree Ambassadors will pass out vouchers for homeowners to pick up trees at local nurseries or at the community pick-up locations.

Ambassadors - $28,800

A total of 60 Tree Ambassadors will be the heart of the tree equity portion of the program. Each ambassador will receive a kit including a tshirt, a name badge and a bag so that they can be identified as part of the project. Each kit will cost $40.

To encourage participation, and honor their commitment, ambassadors will be paid as they work to promote tree plantings. Ambassadors will attend a two hour in depth training session about the benefits of trees and planting and maintenance. This will allow them to answer questions as they are doing outreach in their community. All ambassadors will be paid $50 to attend the training, and then $13/hour as they work in the community. Each ambassador will not work more than 30 hours without special permission.

Printing/Miscellaneous - $3,725

BGGS will print handouts and materials for the community meetings as well as for the ambassadors to use in their outreach. One page (back and front) graphically appealing documents will be created or adapted about tree planting and tree maintenance as well as one about how the tree giveaway program works. Vouchers will also be printed.

BGGS will also create longer lasting booklets that highlight different trees. These will be used by ambassadors to promote "Right Tree, Right Place" concepts during their outreach. These booklets will be bound so that they can be used repeatedly. The cost for these booklets will be $3 each and 100 will be printed.

Social media will be one of the ways that BGGS promotes the community meetings and recruits ambassadors. Boosting social media posts will cost $1,000 for the duration of the program.

At the neighborhood meetings as well as at the ambassador trainings BGGS will provide food. This will allow for more participation in the meetings since many will be in the evenings. An average of $50 per meeting will be spent.

Staff Time - $49,875

BGGS's expert staff will be used to develop the program, solidify partnerships, organize, promote and present at neighborhood meetings, and manage the ambassador program. The staff will also use their vast experience in fiscal management to manage the grant efficiently.

BLUEGRASS GREENSOURCE

835 National Ave. Lexington, KY 40502 | 859.266.1572 | bggreensource.org

LexGrow Trees Application

April 2024

Overview and Background

Bluegrass Greensource (BGGS) has been working to empower Lexington residents to create a sustainable environment since 2001. Our motto, "small changes, big impact," reflects our core belief that every person in Central Kentucky can take the small steps today that will lead to big, positive, sustainable changes in our local environment. Our work with preschool through 12th grade students and with adults is unique, innovative and successful. Each year, BGGS staff work in more than 1,300 classrooms and have a total engagement of more than 25,000 individuals throughout Central Kentucky.

Our mission is to inspire, equip, and empower Central Kentuckians with the knowledge and tools to ensure clean, healthy, and enjoyable environments for future generations. We believe that all people have the ability to create positive environmental change and that every person should have access to a healthy environment. Trees and tree equity is a core part of this mission.

BGGS created a Neighborhood Tree Planting Guide as part of a Water Quality Incentive Grant program, and we have been working with neighborhoods to help plant trees for over a decade. Additionally, we have focused on underserved communities in a variety of ways. Spurred by an EPA Environmental Justice Grant, BGGS has been doing energy efficiency workshops targeted to low-income and underserved areas of Central Kentucky since 2017. We have also dedicated significant portions of our annual Sustainability Summit to environmental justice issues.

Project Narrative

Bluegrass Greensource will work for a total of two years enabling Lexington residents to plant trees. We will also work to break down barriers to increase the equitable distribution of trees in our Urban Service Area. This project will be available throughout the city, but will concentrate in Council Districts with the lowest tree canopy as identified by the 2022 Tree Canopy Study (Districts 1, 2, 6 and 7) and areas of the city identified as the most underserved as identified by EPA's Environmental Justice Screening Tool. This project will work to create a cultural shift in the understanding of the benefits of trees by encouraging neighbor-to-neighbor communication as well as community-wide education.

There will be two sections of this project: educational community meetings and the creation of a Tree Ambassador program. Both will work in the targeted areas to change the attitudes and behaviors of their residents. Disadvantaged neighborhoods will be targeted and preference will be given to those with a low tree canopy score.

Bluegrass Greensource will use its vast experience in environmental education and behavior change marketing to create materials that explain the environmental, economic and social benefits of trees. We will also use our very popular Neighborhood Tree Planting Guide to inform a one page instructional document about how to plant and maintain container sized trees.

Community Objectives

The goal of this project is to increase the tree canopy in Lexington by increasing the knowledge, familiarity and understanding of the benefits of trees, and to therefore increase resident tree plantings throughout the city. The community trainings and ambassador program will help create community buy-in and increase resident engagement, especially in underserved and low canopy areas of the city. BGGS will provide free 1-3 gallon container trees to those participants that express interest and commit to long term maintenance of the tree.

In total, the program will work with residents to plant 704 trees and engage with more than 6,360 people in tree education.

Neighborhood/Community Meetings

To engage our targeted community, BGGS will lead at least 12 community presentations in neighborhoods. BGGS has deep connections with individual neighborhood associations, community groups, community centers and other civic organizations. We will use these connections to find existing meetings we can join and give a 20-30 minute presentation on the benefits of trees as well as how to plant and maintain them. We will also host stand alone meetings at libraries and other community spaces for those interested who may not be part of a specific community group.

All attendees will be eligible to receive either a free tree to take home directly after the presentation, or a voucher for a free container sized tree to pick up at partnering tree nurseries. In some cases, BGGS will partner with a local entity to house trees for pickup so that attendees won't have to travel to far away nurseries to pick up the trees. In order to receive the tree or voucher, the person must attend the presentation and sign a maintenance commitment form as well as agree to a follow up call or email.

These presentations will be intended either for the direct audience (a specific neighborhood association), or will be open to the general public (a community center). BGGS will work with community champions, council members and local schools as well as use its vast newsletter and social media networks to promote the presentations. BGGS also has a commitment from the Fayette County Neighborhood Council to promote the availability of these educational opportunities.

BGGS anticipates that an average of 25 people will attend each meeting and that 10 people will take home trees.

There may be occasions where the community or neighborhood association would like to help organize a tree planting in a shared greenspace. BGGS staff will help with these initiatives as part of the educational program. This will increase the accessibility of the program for residents who may not be able to plant a tree otherwise.

Tree Ambassador Program

BGGS will work with our contacts, and LFUCG Council Members, to identify a total of 60 Tree Ambassadors to help engage the targeted community in tree planting. It is expected that the ambassadors will be residents of the target areas and will promote tree plantings throughout their neighborhoods. Understanding that the neighborhood and community meetings may not be accessible to everyone in the targeted communities, the Tree Ambassador Program will allow these select individuals to represent their communities. They will do this by engaging in the educational training opportunities provided by BGGS and relaying this information to their fellow community members.

To become a Tree Ambassador, residents will attend one of four training sessions to learn about the program, as well as receive in-depth education about the benefits of trees and how to plant and maintain them. BGGS will give the ambassadors a $50 stipend for attending the two hour training and then $13/hour to promote the planting of trees in their neighborhoods.

The ambassadors will be provided with tshirts, identification badges and materials describing the program. These materials will include one page documents describing the benefits of trees, planting and maintenance tips and a description of the tree giveaway program. They will also have vouchers to distribute that can be used to receive a free tree from a local nursery.

Ambassadors will be able to talk with and distribute materials in the way that works best for their community. Some may go door to door (in pairs) promoting the program, or set up a booth at their church or their child's school. The intent is to allow the ambassador discretion since they will know their community best. We anticipate that each ambassador will engage directly with at least 100 people.

Ambassadors will be held accountable for their time by completing weekly check-ins with BGGS staff as well as a timesheet. The required timesheet will outline the amount of time they spent promoting the program, how many people they talked with, and what they did. They will have a goal of getting 10 neighbors to turn in vouchers (the vouchers

will be identifiable by ambassador), but their compensation will not be tied to voucher retrieval.

Residents that engage with the ambassadors will get a quick overview of the benefits of trees and, if they seem interested, the ambassadors will promote the availability of free container sized trees to plant on their property. If the resident remains interested, the ambassadors will talk about how to plant and maintain trees referencing the one page handout. At that point, the ambassadors will give out the voucher. The voucher will require the resident to sign a statement saying that they have read and understand the planting and maintenance guidelines and will comply with them when they receive the tree. They will also be required to include their contact information so that BGGS staff can follow up to see if the trees were planted and see if the resident has any further questions.

Vouchers will be redeemable for container sized native trees at local nurseries (e.g. Pemberton's Greenhouses, Oakland Farm Trees, Michlers, etc.). If residents are not able to travel to the nurseries, BGGS will offer multiple pickup locations throughout the grant timeline at more convenient locations.

Measurable Success

This program will be able to measure success in multiple ways. Quantifying the number of trees planted and number of residents educated will be the first success measure identified. In addition, BGGS staff will follow up with all residents that receive a free tree. The follow up will confirm that the trees they received have been planted, include a survey to assess how well the education they received prepared them for planting and maintenance, and about the status of the tree. After each season's follow up calls, the program will be adjusted based on the findings of the outreach.

Conclusion

Bluegrass Greensource is excited to help the City of Lexington with its goals of tree equity as it increases the tree canopy throughout the city. BGGS's expertise in community engagement and tree education will help the city meet these goals and will develop a deeper understanding of trees in more than 6,000 Lexington residents.

Milestones/Timeline

July/August 2024

- Create, research and design materials including:
    - How to plant trees (one pager)
    - Why trees are important (one pager)
    - Information about Program
    - Voucher
    - Kit for Tree Ambassadors
- Solidify relationships with local nurseries
- Schedule meetings with neighborhood groups
- Begin recruiting Tree Ambassadors

Fall 2024

- Tree Ambassador training program #1
- Neighborhood/community meetings

Late Fall 2024

- Follow up with fall 2024 tree recipients

Winter 2025

- Tree Ambassador training program #2

Spring 2025

- Neighborhood/community meetings

Summer 2025

- Tree Ambassador training program #3
- Follow up with spring 2025 tree recipients

Fall 2025

- Neighborhood/community meetings

Late Fall 2025

- Follow up with fall 2025 tree recipients

Winter 2026

- Tree Ambassador training program #4

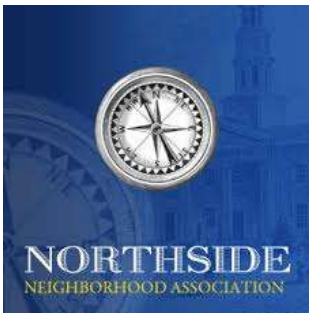
Spring 2026

- Neighborhood/community meetings

Late Spring 2026

- Follow up with spring 2026 tree recipients
- Final report to LFUCG





24 April 2024

Lex Grow Trees,

Please accept Northside Neighborhood Association's full support for Bluegrass Greensource's efforts to increase our urban tree canopy. By hosting multiple *Tree Walks* and developing partnerships with LFUCG Urban Forestry, UK Urban Forest Initiative and TreesLexington, Northside has a proven history of appreciating, protecting and prioritizing our tree canopy. We understand the vital role we play in maintaining and growing our residential trees to help Fayette County meet our collective urban tree canopy goals. As hosts to some of Lexington's oldest and most majestic trees, we are eager to forge partnerships with entities that are equipped and poised to help us grow our neighborhood canopy. While NNA works hard to keep our neighbors connected and engaged in issues and challenges facing our diverse and eclectic neighborhood, we need a community partner equipped and poised to facilitate a large-scale educational campaign on 1) why urban tree canopy is important, 2) how to choose the right tree, right place and 3) facilitate the dissemination of new trees.

We commend Lex Grow Trees for taking action to enhance our urban tree canopy and share your passion for and commitment to increasing our urban tree canopy, particularly in District 1 where our neighborhood falls and which hosts the lowest percent tree canopy. This unfortunate reality may be a natural consequence of generational and historic marginalization, but only reinforces our steadfast commitment to changing that statistic.

We pledge our support for Lex Grow Trees' efforts and look forward to collaborating with Bluegrass Greensource to promote the growth of Northside's urban tree canopy by educating our neighbors on the importance of protecting our existing trees, planting the right tree in the right place, and properly caring for our new trees.

Northside Neighborhood Association

NORTHSIDE NEIGHBORHOOD ASSOCIATION

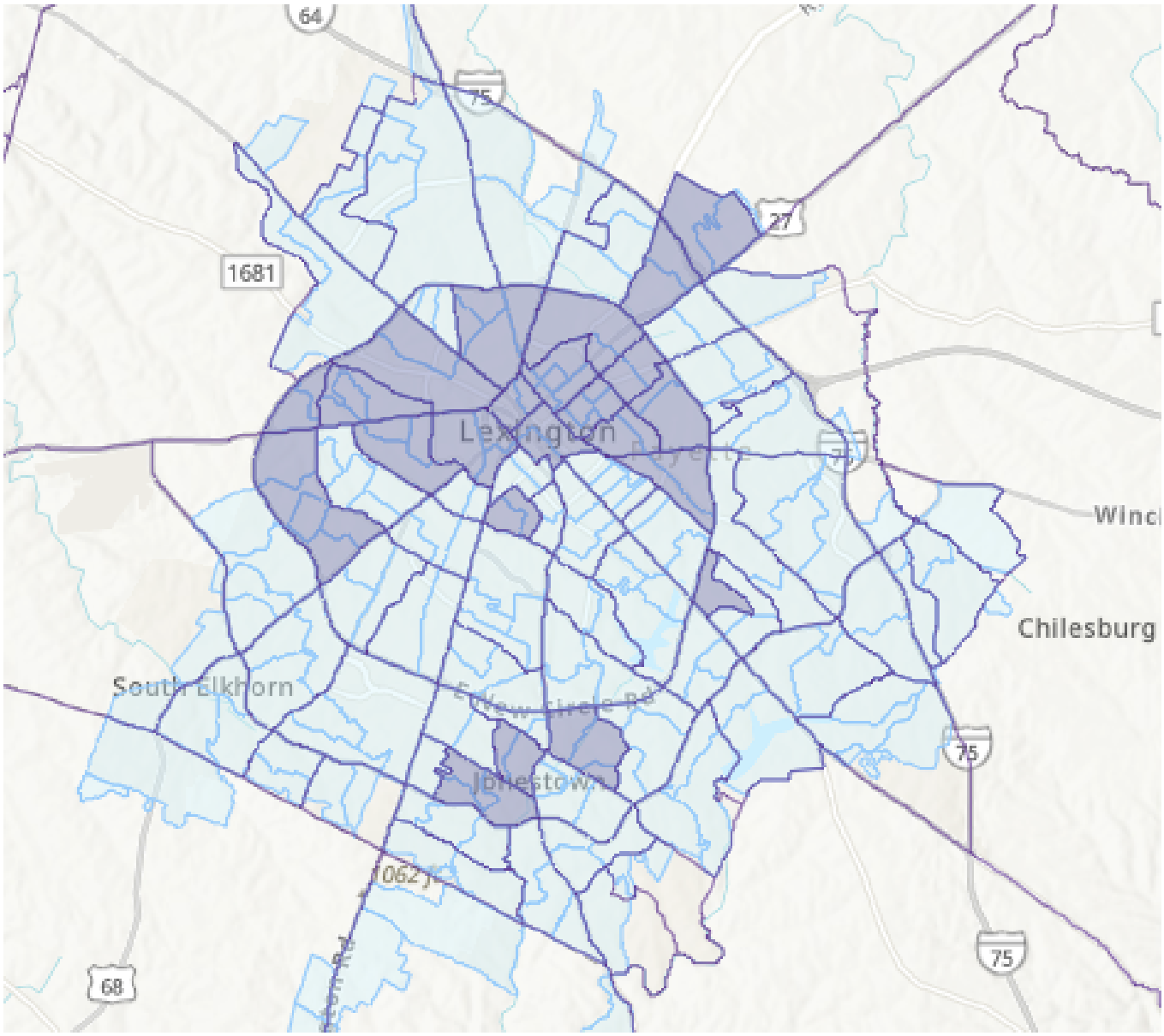
Ben Gallagher, President • Eric Elliott, First VP • Ray Hill, Second VP • Ben Gallagher, Secretary • Jennifer Braddock, Treasurer

Miriam Kienle • Rebecca Cox • Paul Croley • Walker Mattox • Tresine Logsdon • Beth Vaughn • Casey Mather

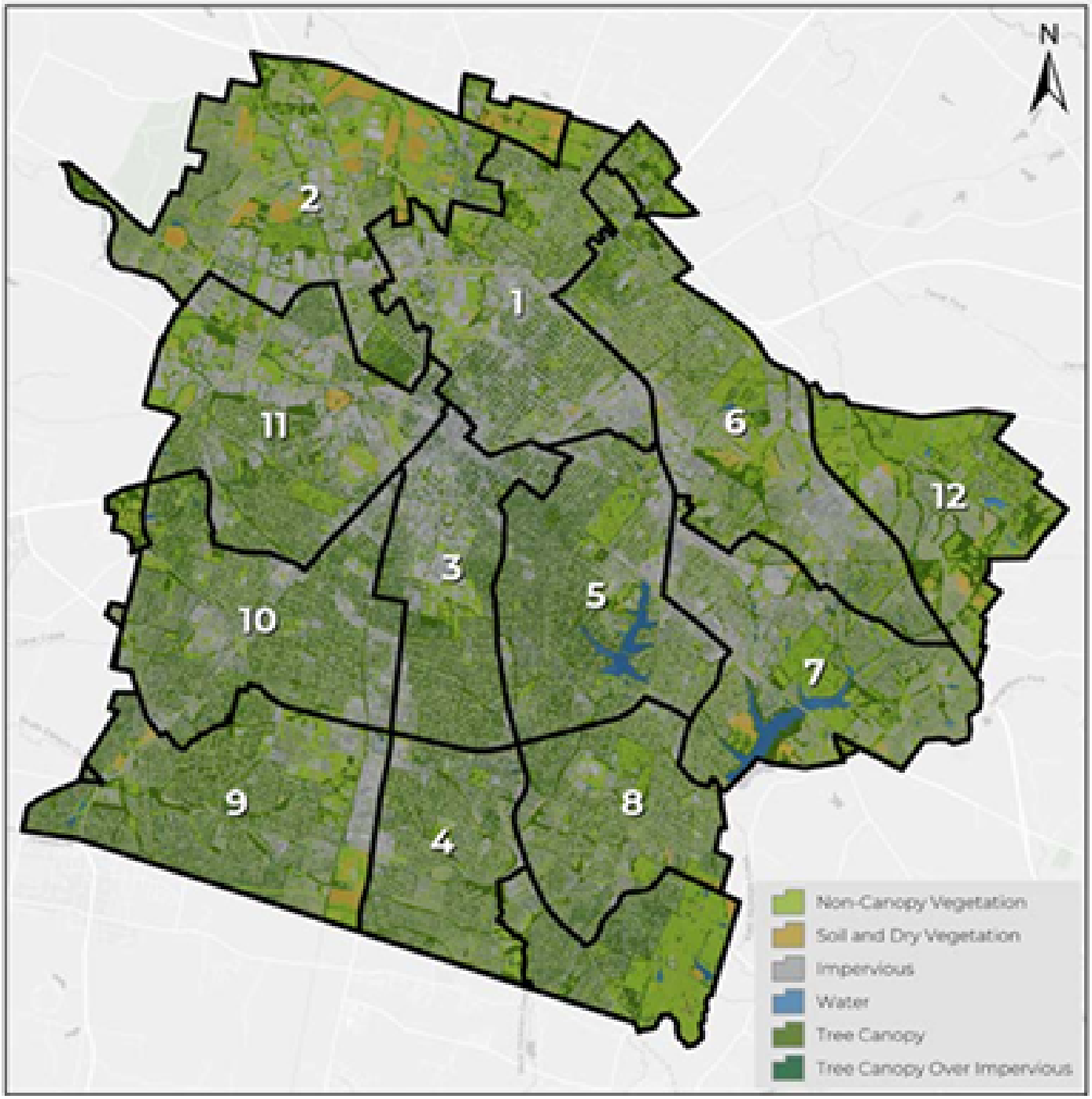
PO Box 622 Lexington, KY 40588 • northsidelex.com

Maps of Underserved and Low Tree Canopy Areas of Lexington

Program will be targeted in all identified areas.



Map of areas identified as disadvantaged and underserved according to the [EPA Environmental Justice Screening Tool]



Map of tree canopy from the 2022 LFUCG Tree Canopy Study (Districts 1, 2, 6 and 7 have the lowest scores)

Photo #1 of BGGS Project Area

Here is an aerial view of neighborhoods near Georgetown Street. This area fits into both the disadvantaged and low tree canopy maps. This is an example of one of the targeted areas.



Photo #2 of BGGS Project Area

Here is an aerial view of neighborhoods near Appian way. This area fits into both the disadvantaged and low tree canopy maps. This is an example of one of the targeted areas.

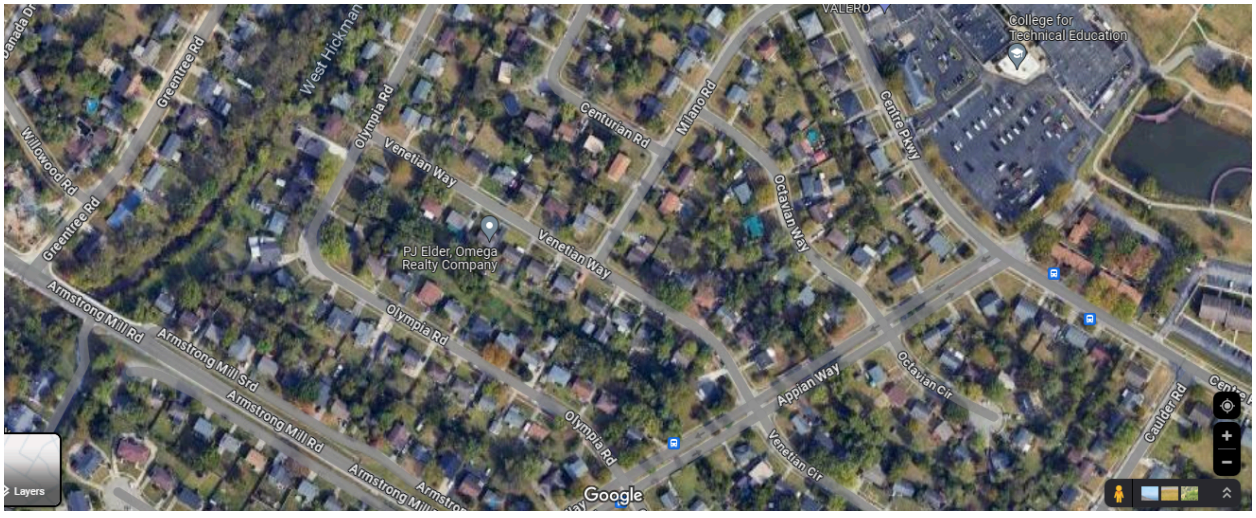


Photo #3 of BGGS Project Area

Here is an aerial view of neighborhoods near Oxford Circle. This area fits into the disadvantaged population map. This council district is not one of the worst in Lexington, but this area does have a low tree canopy. This is an example of one of the targeted areas.

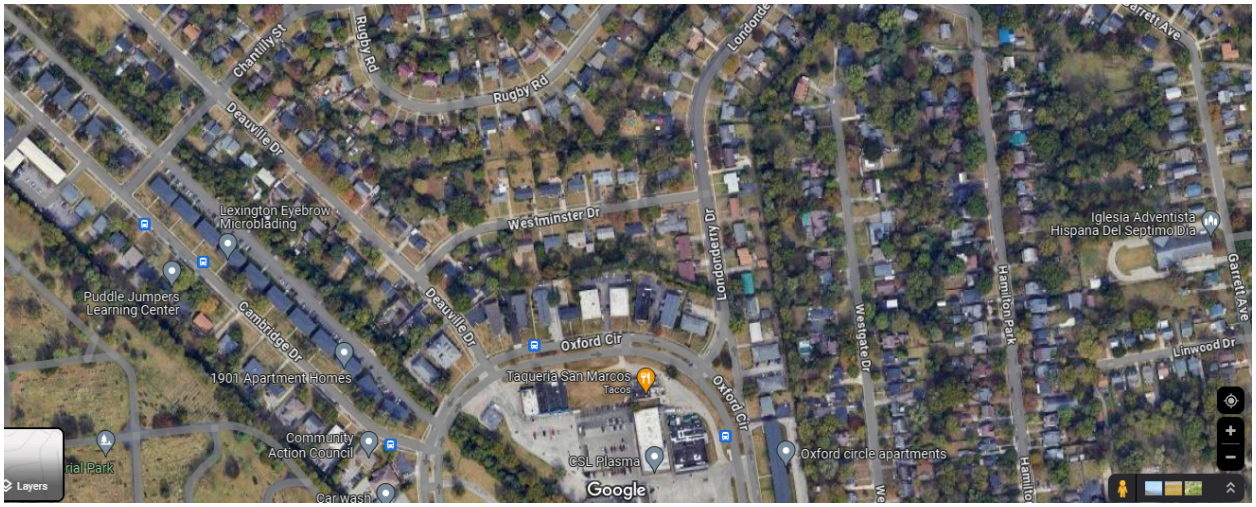


Photo #4 of BGGS Project Area

Here is a street view of E Loudon Ave. This area fits into both the disadvantaged and low tree canopy maps. This is an example of one of the targeted areas.



EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Bluegrass Greensource

Requested Grant Amount: $100,000.00

Project Elements:

1. Neighborhood/Community Meetings
2. Tree Ambassador Program
3. Distribute 704 Trees

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **93.5**.
- Approve the Grant Application for the **Partial** amount of **$95,312.50**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain written approval / agreement of materials to be distributed prior to printing and/or distribution (handouts, vouchers, booklets, announcements, etc.).
  2. Applicant shall not request reimbursement for more than 62.5 hours of staff time spent on Development and Reporting.
  3. Applicant shall discuss the potential of tax liability with paid Tree Ambassadors.
  4. Applicant shall work with DES prior to any tree placement / plantings in any right-of-way (especially on East Loudon Avenue).

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 95,312.50

✓ The grant is approved with the following stipulations: see items #1-#4 in the Recommendation Section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/31/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Bread and Circuses Media, LLC** (Hereinafter "Organization"), with the mailing address of 157 Strawberry Fields Road, Lexington, Kentucky 40516.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $6,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Bread and Circuses LLC
Organization Name (Printed)

BY: 
Signature

Owner + Founder
Title

WITNESS SIGNATURE

Christopher Murray
WITNESS PRINTED NAME

6/5/24
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 26, 2024 7:59 am
Browser:	Chrome 123.0.0.0 / Windows
IP Address:	107.10.167.69
Unique ID:	1219251876
Location:	38.0052, -84.423

Lex Grow Trees Grant Application

Organization information

Name of organization	Bread and Circuses Media, LLC
Street address and zip code	157 Strawberry Fields Rd 40516
Email	sarahcbaird@gmail.com
Phone	18592003495

Contact information

Contact person name	Sarah Baird
Contact person title	Founder and Director
Contact person phone number	(859) 200-3495
Contact person email address	sarahcbaird@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1U0VTFLQNFnHYsSqTgiD72K2KgvaetrRy&export=download&display=/1219251876BreadandCircusesMediaLLC_lexgrowtreesproposal42024.pdf
Project start date	Jun 15, 2024
List milestone dates	a. 'Zine Development Timeline: June 2024-February 2025 b. 'Zine Launch: March 2025 c. 'Zine Release-and-Learn Workshops: April and May 2025 d. Oral History Website Development: June 2024-June 2025 e. Oral History Website Launch: August 2025
Expected completion date	Aug 25, 2025
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1RjzNcTNqndhhF-l0IHuvA-_dumcm_kRv&export=download&display=/1219251876BreadandCircusesMediaLLC_lexgrowtreesproposal42024.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	The project will initially focus specifically on Council District 6 and will include physical events at: Dixie Park (1850 Eastland Pkwy, Lexington, KY 40505); Kenawood Park (612 Bryanwood Pkwy, Lexington, KY 40505); and Constitution Park (1670 Old Paris Rd, Lexington, KY 40505).

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1wy0-X9zQl6tddgcJxt3y13nkyl_iGYmM&export=download&display=/1219251876BreadandCircusesMediaLLC_parkphotosbcmedia.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1A7oUzrLYQbziszWpRVr7ZE44lSmjp_UQ&export=download&display=/1219251876BreadandCircusesMediaLLC_treeslocationmapbcmedia.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1HJAFfc9LIGCCne_Ze17bMa7bWA4-8cg2&export=download&display=/1219251876BreadandCircusesMediaLLC_lexgrowtreesproposal42024.pdf

Bread and Circuses Media, LLC
157 Strawberry Fields Rd.
Lexington, KY 40516
(859) 200-3495
sarahcbaird@gmail.com

Sarah Baird
Founder and Director
(859) 200-3495
sarahcbaird@gmail.com

Project Narrative and Scope of Work

Building out the tree canopy in Lexington is not an overnight project, and taking a thoughtful, long-term strategy toward ensuring the mobilization of community and neighborhood tree stewards for generations to come means educating the next generation of tree advocates about the importance of trees, tree maintenance, and the tree canopy's overall impact on the health and wellness of our community.

Here at Bread and Circuses Media, we've spent over a decade storytelling for clients ranging from *The New York Times* to *Outside Magazine* and want to bring our expertise in media development, oral history, content creation, and event production to the 6th District where we live through the development of a small-run, locally-produced, service-oriented magazine for children and youth (henceforth referred to as the "'zine") about the importance of the local tree canopy in Lexington and how to maintain it—particularly in the 6th District.

Planting Seeds in the 6th District: A Tree Advocacy and Educational 'Zine

Harnessing a DIY spirit and aesthetic to appeal to a younger demographic (7-13 years old) and through expert interviews for tree maintenance, age-appropriate arborist tips, neighborhood tree-adjacent scavenger hunt ideas, locally engaging histories of recognizable tree canopies, tree-focused, youth-centered advocacy ideas and beyond, **Planting Seeds in the 6th District: A Tree Advocacy and Educational 'Zine** will work to build a strong foundation for the next generation of mobilized, engaged tree advocates. We will work with FCPS to distribute the 'zine in District 6 elementary and middle schools, as well as in district-wide community centers, arts spaces, and neighborhood hubs.

Measure of Success: A feedback link will be provided within the 'zine for parents/guardians to report how their child has engaged with the 'zine and ways in which it has served as an actionable tool for tree maintenance on their own private property or a greater interest in tree planting in the future. If successful, we would work to replicate district-specific, youth-focused 'zines for all of Lexington's council districts over an extended time frame.

Planting Seeds in the 6th District: 'Zine Release-and-Learn Workshops

Three family-friendly, community-focused in-person events—Planting Seeds in the 6th District: 'Zine Release-and-Learn Workshops—will be held to "launch" the 'zine within the community

featuring demonstrations, how-to sessions and neighborhood building for children, youth and adults around tree maintenance and growth topics addressed within the ‘zine. These will be held on different days in Spring 2025 at Kenawood Park, Constitution Park, and Dixie Park, respectively. Oral historians will be on-site during these events to collect personal recollections from locals about their best memories with trees and thoughts about the importance of building out the tree canopy for future generations.
Measure of Success: Attendance reaching at or over ~100 community members per event with education about tree maintenance and advocacy; ~10 oral histories scheduled or recorded at each event.

Planting Seeds in the 6th District: Branching Out: An Oral History Project
Understanding and appreciating community roots is imperative if the next generation of tree stewards are to be not just technically knowledgeable, but deeply rooted in their neighborhood history. The Planting Seeds in the 6th District: Branching Out: Oral History Project will interview residents of the 6th District about their fondest memories in the urban forest areas of Lexington, how they’ve seen the tree canopy shift over time, and what they believe to be the biggest obstacles and glimmers of hope when it comes to creating a more equitable, healthy tree canopy in the 6th District. These oral histories will be housed online and free to access for all.
Measure of Success: Building a well-trafficked and well-received diverse oral history database that has between 30-40 initial oral history recordings and continues to build out, neighborhood-by-neighborhood, to include local voices from across Lexington.

Community Objectives

- Create a tangible, age-appropriate, accessible, educational, engaging, and free resource (the ‘zine) for children and youth ages 7-13 in Council District 6 to learn more about the importance of trees and the tree canopy for both the city of Lexington and the 6th District, specifically. (Target audience: ~500+ community members)

- Inspire memory-keeping traditions and community storytelling around local history with digitally-recorded oral histories about trees, outdoor spaces, and neighborhood greenways in District 6. (Target Audience: ~30-40 inaugural oral history participants)

- Provide an in-person opportunity to access the free learning resource through one of three celebratory ‘zine-and-learn events, during which time tree maintenance and skills outlined in the ‘zine will be taught alongside engagement activities like educational scavenger hunts, leaf identification, etc. (~300 attendees, total, over three events)

Project Dates and Project Schedule
a. ‘Zine Development Timeline: June 2024—February 2025
b. ‘Zine Launch: March 2025
c. ‘Zine Release-and-Learn Workshops: April and May 2025

d. Oral History Website Development: June 2024—June 2025
e. Oral History Website Launch: August 2025

Project Budget and Explanation

Total Budget: $13,000

Contributor and Expert Fees: $2,000
Each arborist, tree expert, artist, illustrator, science educator, environmental scientist and outdoor advocate interviewed and contributing to the 'zine will be paid for their time and effort.

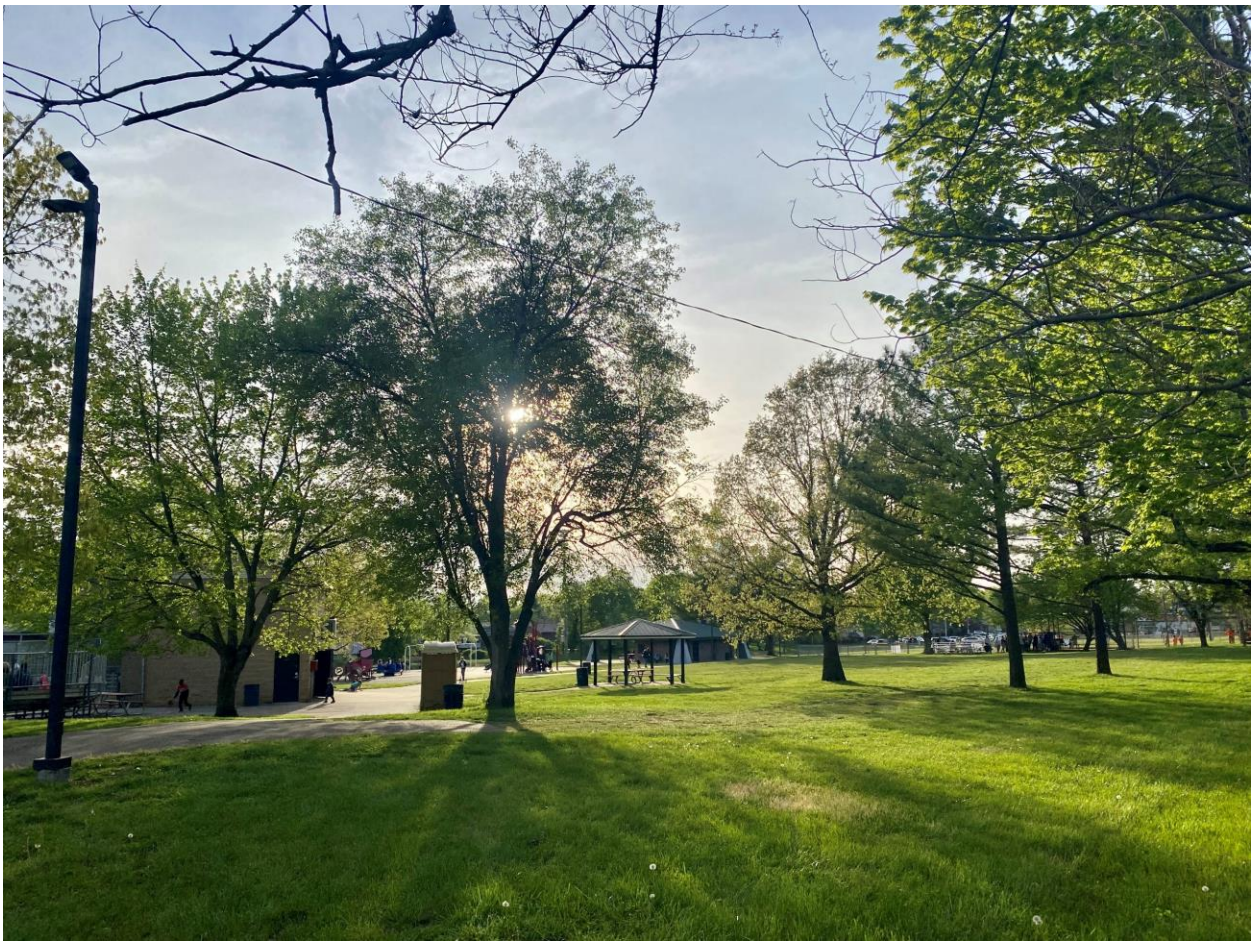
Printing, Design, Layout, and Distribution of 'Zine: $4,000
Anticipating an initial run of 500 copies of the 'zine for distribution at district-area schools, community centers, arts spaces and neighborhood hubs.

Project Management and Editorial Development: $4,000
Oversight fee for Bread and Circuses Media as the project manager and editorial developer of both the 'zine and oral history website, both during the project-building phase and on-going after the grant period.

Website Hosting and Design: $3,000
The oral history website will not only focus on collecting "tree stories" from District 6 residents who attend one of three 'zine release-and-learn gatherings in District 6 (Dixie Park, Constitution Park, Kenawood Park) but expand to neighboring districts over time. This will require on-going—perhaps years long—continued website upkeep and promotion, ensuring an enduring commitment to the work of Lex Grow Trees.

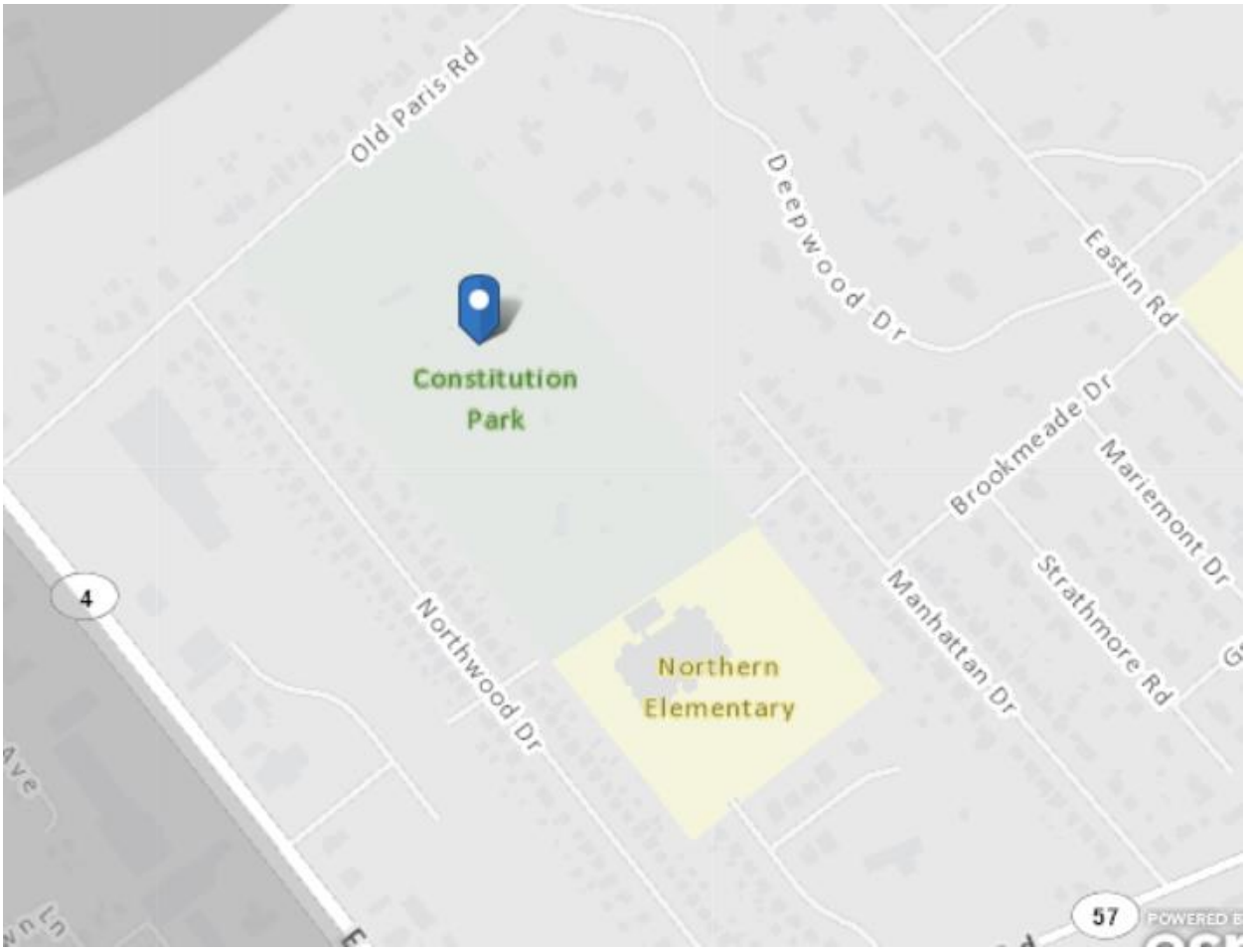
Project Addresses and Council District

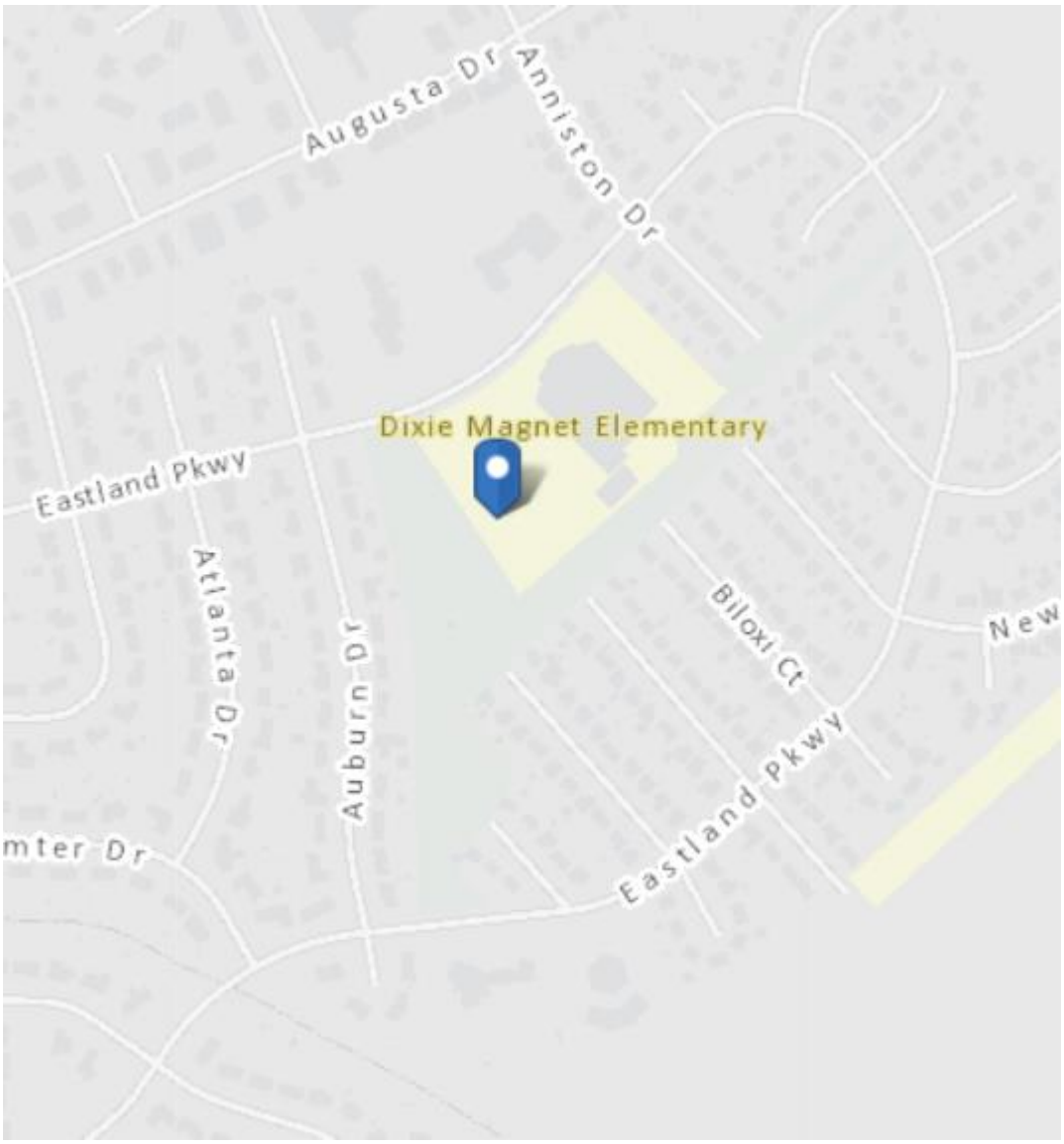
The project will initially focus specifically on Council District 6 and will include physical events at:
Dixie Park (1850 Eastland Pkwy, Lexington, KY 40505);
Kenawood Park (612 Bryanwood Pkwy, Lexington, KY 40505);
and Constitution Park (1670 Old Paris Rd, Lexington, KY 40505).








Old Paris Rd
Deepwood Dr
Eastin Rd
Constitution Park
Brookmeade Dr
Mariemont Dr
Strathmore Rd
Manhattan Dr
Northwood Dr
Northern Elementary
4
57


Augusta Dr
Anniston Dr
Dixie Magnet Elementary
Eastland Pkwy
Atlanta Dr
Auburn Dr
Biloxi Ct
Eastland Pkwy
mter Dr

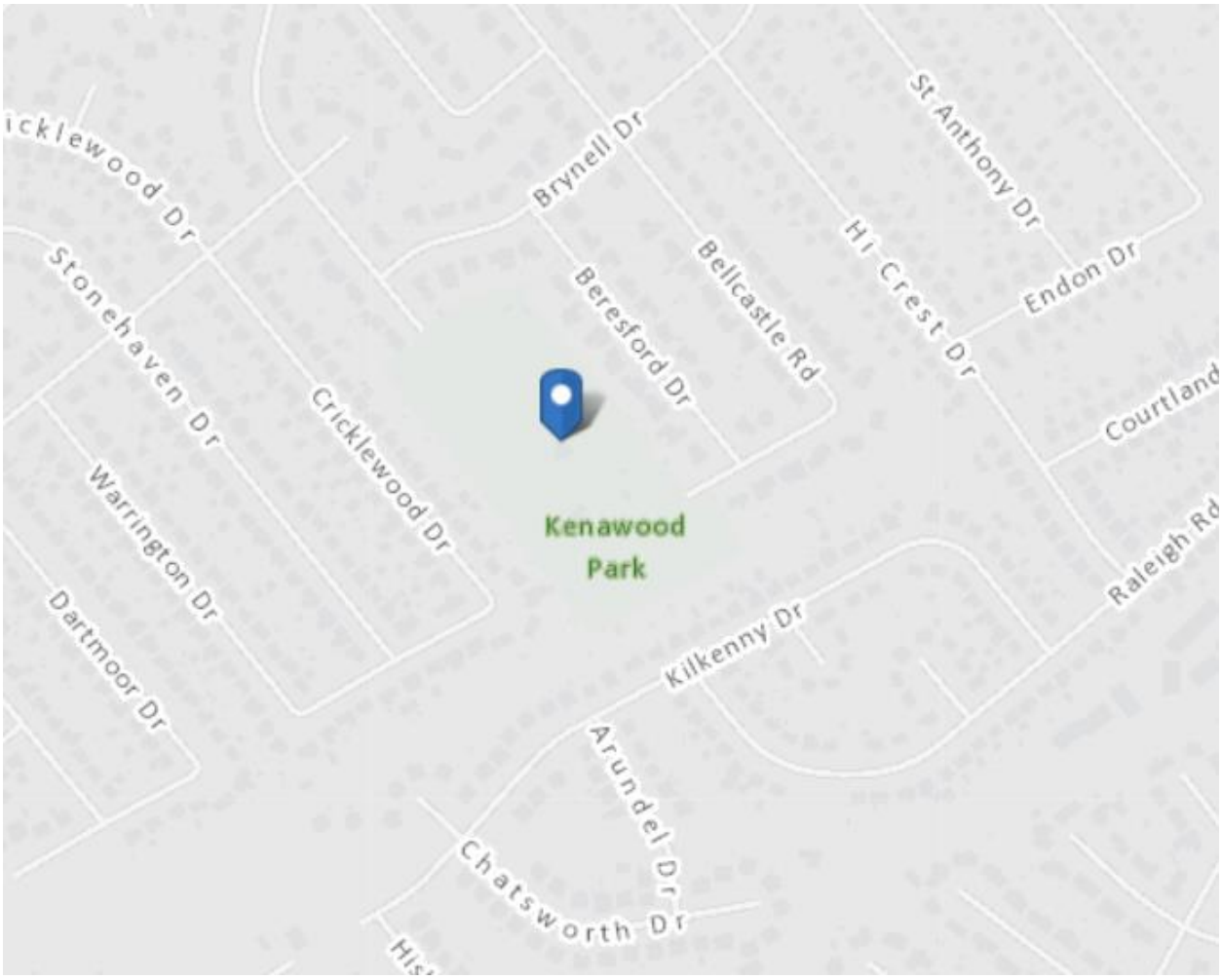

Brynell Dr
St Anthony Dr
Bellcastle Rd
Hi Crest Dr
Endon Dr
Beresford Dr
Stonehaven Dr
Cricklewood Dr
Courtland
Warrington Dr
Kenawood Park
Raleigh Rd
Dartmoor Dr
Kilkenny Dr
Arundel Dr
Chatsworth Dr

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Bread and Circuses Media, LLC

Requested Grant Amount: $13,000.00

Project Elements:

1. Creating / Distributing a magazine about tree advocacy and education for 7-13 year olds
2. Magazine Release-and-Learn Workshops
3. Creating an Oral History Project for the 6th District

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **67.5**.
- Approve the Grant Application for the **Partial** amount of **$6,000.00**.
- Approve the Grant Application with the following stipulations:
  1. If full funding is awarded, FCPS and LFUCG would need to review and approve the magazine prior to printing.
  2. If partial funding is awarded as recommended, grant funds shall only be spent on the Oral History Project.
  3. Lex Grow Trees requests that applicant consider working with other grant recipients in the 6th District or consider contacting 6th District recipients of this fall's Private Property Tree Planting for their input and/or potential contribution to the Oral History Project.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__The application has been scored and is deemed worthy of funding this granting cycle.

__✓__The grant application is approved in the amount of: **$** 6,000.00

✓ The grant is approved with the following stipulations: see items #1-#3 in the Recommendation section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/31/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Eastland Parkway Neighborhood Association** (Hereinafter "Organization"), with the mailing address of 1807 Atlanta Drive, Lexington, Kentucky 40505.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $18,271.85 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Eastland Parkway Neighborhood Assoc.
Organization Name (Printed)

BY: _____
Signature

Treasurer
Title

Barbara Hatton
WITNESS SIGNATURE

BARBARA HATTON
WITNESS PRINTED NAME

5-4-2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 17, 2024 11:33 am
Browser:	Chrome 122.0.0.0 / Chrome OS
IP Address:	192.181.131.17
Unique ID:	1216077447
Location:	38.0052, -84.423

Lex Grow Trees Grant Application

Organization information

Name of organization	Eastland Parkway Neighborhood Association
Street address and zip code	1607 Atlanta Drive 40505
Email	skecton@gmail.com
Phone	8592991637

Contact information

Contact person name	Susan Ecton
Contact person title	Director of Neighborhood Association Board
Contact person phone number	(859) 227-6242
Contact person email address	caroline24689@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1wYa_Vj8O9oT1gW21_kkoJb6Zwq3IcRZZ&export=download&display=/1216077447EastlandParkwayNeighborhoodAssociation_156059812_TreeCanopyGrant3.pdf
Project start date	Sep 01, 2024
List milestone dates	Remove dead trees and roots. then plant trees and shrubs
Expected completion date	Dec 31, 2024
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1yRM7qt_OyM34tSdv7aVNC9aGxMXYqvEh&export=download&display=/1216077447EastlandParkwayNeighborhoodAssociation_156060575_EastlandParkwayNARevised41024kmr.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	Winchester Road and Eastland Parkway Entrance Historical Wall on both east and west sides Eastland Parkway Loop around the neighborhood to replace and add trees between sidewalk and street. 6th District Council Denise Gray

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1Xn_rfKtUULzjTWhiUKTKhK2OnVR0U_tR&export=download&display=/1216077447EastlandParkwayNeighborhoodAssociation_156060675_EastlandParkwayNAtreepics.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1-ZMJVD_TRXlCexIVxYDTpEHs9uwFWS2j&export=download&display=/1216077447EastlandParkwayNeighborhoodAssociation_156060679_EastlandParkwaytreegrantmap.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1oIR1SgH4cDR-63WM9H9fkGyiF2XqhWS5&export=download&display=/1216077447EastlandParkwayNeighborhoodAssociation_156060885_March262024EPNANewsletterResidentialPermission.pdf

Project Narrative, Scope of Work and Community Objectives.
Eastland Parkway Neighborhood Assocation

HISTORY OF THE ENTRANCE WALL

The entire Eastland Subdivision was once a farm owned by the Knight family who sold it in the 1940s to Mr. Gaidry (of Gaidry Ford, later sold to Paul Miller). The walls are White Kentucky Marble, the same stone as on the Manor House at the end of Roland Drive.

Over twenty years ago, the walls were in serious neglect and literally falling down. EPNA (Eastland Parkway Neighborhood Association) began caring for the wall.

Since that time, the neighborhood association, along with city grants, have maintained the walls, filling cracks and having end caps restored. We added lighting, trees, and landscaping to make it a beautiful entrance to the neighborhood that mirrors other Lexington neighborhoods and Kentucky horse country. The neighborhood has spent quite a bit of money over the years to maintain the walls and landscaping

These historical entrance walls and tree canopy are probably one of a very few original entrances along the Winchester Road Corridor that welcomes many visitors to Lexington from interstate 75 and Eastern Kentucky as this area expands with the new hospitals, schools, and businesses.

SCOPE OF WORK

1, Several years ago, the neighborhood association planted 5 arborvitae trees behind the west entrance wall closest to downtown and built a retaining wall filled with dirt. Some of these trees died and now roots need to be removed. The trees need a larger area filled with good soil and topped with mulch. A stable retaining wall coming farther out and built up more would provide adequate space for new tree roots. This would provide a canopy of trees in a barren place close to a major road (Winchester Road), a water basin and would hide unsightly utility poles. The trees, soil, and retaining wall would add support to the historical wall as well.

2, We would also like to provide a mirror image of these trees across Eastland Parkway behind the eastern entrance wall where presently there are no trees. (This area is on private property but owners are allowing trees to be planted and a letter will be attached.)

3. Over the years, the neighborhood association has added many trees to the neighborhood along Eastland Parkway close to the creek bed. A few of those trees are now dead and we would like to have the dead ones removed and replaced with new trees. We would also like to add new trees along Eastland Parkway. We are proposing adding a total of ten trees including redbuds and dogwoods.

COMMUNITY OBJECTIVES

1. To continue the neighborhood association tradition of adding trees and landscaping to the neighborhood. Adding trees and landscaping is not a one and done deal. We follow through with maintenance, pruning, watering, and mulching. We have a history of using city grants wisely. We spent about $1,300 of neighborhood association funds to mulch trees and landscaped public areas in 2023.

2.To continue to preserve and maintain the historical farm estate entrance wall as a landmark on a major gateway into Lexington visible to thousands as they travel Winchester Road.

2. To provide a neighborhood with green spaces and canopies of trees including:
    - The Winchester Road Entrance Walls, landscaping, and trees
    - Dixie Park
    - the vacant creek lots along Ft. Sumter and Gayle Drives that the city added young trees in the summer of 2023 along with the original trees on these lots
    - Memorial Park on Eastland Parkway
    - Recently planted Dogwood Trees to replace dead dogwood trees not included in this grant.*.
    - Trees planted by the association along the creek bed on Eastland Parkway
    - About 47 Knock Out Rose bushes planted at street corner intersections**
    - Rose bushes, phlox, hostas and a tree at two eyebrow islands on Eastland Parkway
3. To continue to care for community areas in the neighborhood.
    - Annual Neighborhood Association Service Day in coordination with neighborhood churches scheduled this year for April 20. Teams will prune and fertilize corner rose bushes, mulch, clean some of the creek bed, and fertilize trees. (See attached Neighborhood Newsletter)
    - Each summer, a volunteer team waters the entrance flowers, landscaping and trees behind the entrance wall.
    - This volunteer landscape team works from spring through late fall weeding and maintaining the entrance landscaping.
4. To educate the neighborhood on the benefits of trees, and community green spaces,
    - Invite a tree arborist or expert through the city environmental services to speak at a neighborhood association meeting.
    - Invite a tree expert from the city to set up a table with information, brochures, possible tree give aways at the 2nd Annual Neighborhood Meet and Greet including neighborhood schools, churches, and city services
    - Provide information about trees, tree resources and events through our Neighborhood Newsletter that we distribute 4 times a year.(see attached)
    - Provide information about trees, tree resources and events sponsored by the city through our facebook page. Example: Live Green Lexington

*There is a history and a story of how our original dogwood trees were donated to our neighborhood. After a rival Auburn - Alabama football game in 2010, an Alabama fan poured herbicide on two 130-year-old Auburn “sacred” trees where traditionally Auburn fans toilet paper-wrapped and celebrated games. Later, the Auburn Alumni decided to respond to the dastardly Alabama deed by planting trees in the cities of every SEC campus (i.e. turning the other cheek). Our neighborhood received dogwood trees because we have Auburn Drive.

**We began planting roses in cooperation with Lexington Beautiful in preparation for the 2010 World Equestrian Games held at the Kentucky Horse Park.

wilson
nurseries & plant co.

April 10, 2024

Eastland Parkway Homeowners Association
1829 Barwick Drive Lexington 40505
Customer Number: 20405

Plants & Materials	Quantity	Size
TREES & SHRUBS		
Alleghany or Pragense Viburnum	4	5-6'
Serviceberry	2	10 Gallon
Venus Dogwood	5	7 Gallon
Eastern Redbud	5	7 Gallon
MATERIALS		
Hardwood Mulch	5	Scoops
Pine Soil Conditioner	18	1.5 CF
Weed Preventer	1	5# Bag
Fertilizer Tablets	98	Each
Top Soil	4	¾ CY
Tree Stakes	10	Each

Professional Installation Includes the following services:

-Planting the Back of Both Sides of Stone Wall & Street Tree Planting-

- Removal of existing plants
- Re-installation of wall stone on both sides
- Installation of topsoil
- Installation of berm to raise plants for screening neighboring property
- General bed preparation
- Add soil amendments
- Apply slow-release fertilizer (good for one year)
- Installation of plants
- Apply weed preventer
- Installation of mulch
- Installation of tree stakes
- Delivery and transportation
- Removal and disposal of debris

Plant Care

Wilson Nurseries will maintain plants during the installation period until the project is complete. After completion, we will provide detailed watering and instructions.

Plant Guarantee

One-year warranty included from the date of installation. Any replacement plants will be covered under the one-time warranty replacement. No additional warranty will apply after replacement. The warranty does not cover neglect, over or under watering, damage by pests, damage from deer or other animals, damage from vehicles, lawn mower, string weed trimmers, chemicals, vandalism, acts of nature including pollution, drought, ice snow, excessive wind and rain or prolonged temperature extremes.

Project Costs

Total for Materials & Professional Installation (includes sales tax) **$18,500.00**
This proposal is valid through December 31, 2024. Proposal cost may fluctuate based on industry plant increases and/or decreases, plant availability, plant size, and/or plant selection. Additional work may require a change order. Upon signature approval, this order may be modified to include the added cost.

Deposit

50% deposit is required
Total Deposit **$9,250.00**

Payment

After the work is completed, the balance is due upon receipt of invoice. Wilson Nurseries only charges for materials used on the project.

Installation Schedule

Installations are completed year around. A two-week installation range will be provided upon approval of the proposal and receipt of the deposit. Prior to installation, Wilson Nurseries & Plant Co will contact Before You Dig to mark the utilities marked.

_____ _____

Customer Signature Date

Wilson Nurseries + Plant Co
3690 East-West Connector Road Route 676 Frankfort, KY 40601
Phone: 502-223-7735 E-mail: vernons@wilsonnurseriesky.com



^eastern wall at Winchester rd toward Hamburg



^Eastland Parkway



^Western wall at Winchester rd closest to downtown



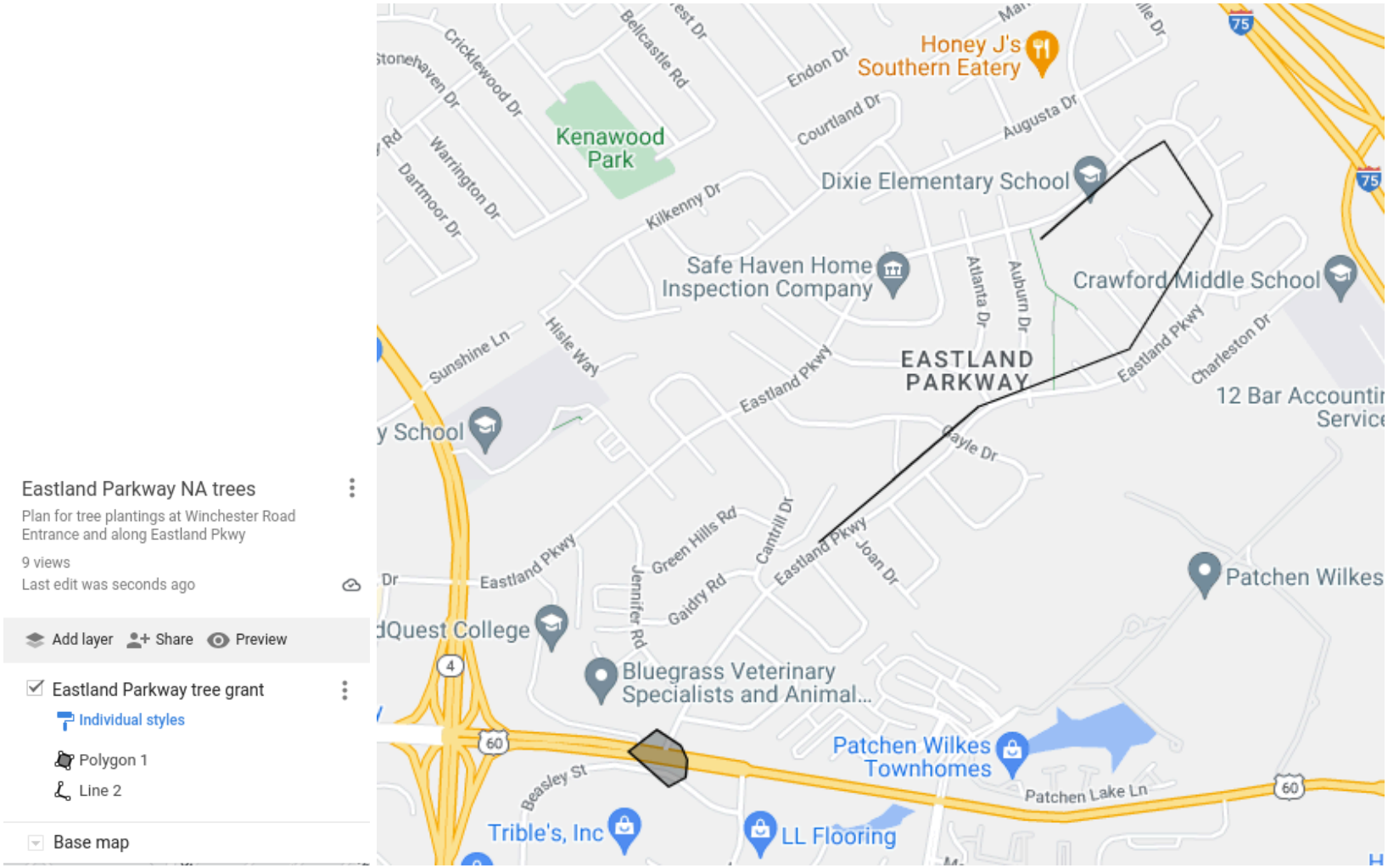
^diff angle of Western Wall at Winchester rd to downtown



^backside of western wall at Winchester rd



^different angle of western wall


Eastland Parkway NA trees
Plan for tree plantings at Winchester Road Entrance and along Eastland Pkwy
9 views
Last edit was seconds ago
Add layer
Share
Preview
Eastland Parkway tree grant
Individual styles
Polygon 1
Line 2
Base map
Honey J's Southern Eatery
Kenawood Park
Dixie Elementary School
Safe Haven Home Inspection Company
Crawford Middle School
EASTLAND PARKWAY
Patchen Wilkes
Bluegrass Veterinary Specialists and Animal...
Patchen Wilkes Townhomes
Trible's, Inc
LL Flooring
Eastland Pkwy
Gayle Dr
Green Hills Rd
Gaidry Rd
Jennifer Rd
Cantrill Dr
Joan Dr
Patchen Lake Ln
Beasley St
Kilkenny Dr
Courtland Dr
Augusta Dr
Endon Dr
Bellcastle Rd
Cricklewood Dr
Warrington Dr
Dartmoor Dr
Sunshine Ln
Hisle Way
Atlanta Dr
Auburn Dr
Charleston Dr
75
60
4

Find us on Facebook!

Eastland Parkway Neighborhood News

March 26, 2024
www.lexepna.org
lexepna@gmail.com
Venmo: @LexingtonKY-EPNA
Est. 1987

Find us on the web!

March 26 ASSOCIATION MEETING

- Tuesday, March 26
- 6:30 pm
- Christ Centered Church (back entrance)
- Speakers: 6th District Council Representative
- Come hear about plans for the year and share needs and ideas for our neighborhood

EPNA 2024 CALENDAR

- March 26 - 1st neighborhood meeting
- April 13- Service Day / Clean up Neighborhood - Rain date: April 20
- o.
- Aug 24- Meet and Greet - date pending
- October 22 (Tues.) - 3rd neighborhood mtg. Board Election

SERVICE DAY
Saturday, April 20

It has been a long standing tradition to take a few hours on a Saturday in the spring for neighborhood and church volunteers to spruce up the neighborhood.

Please take a couple of hours and pitch in to help. We will meet at 9:30 on Saturday, Apr 13 (Rain date, April 20) at Radiant Church (1888 Eastland Pkwy) parking lot.

Bring gloves and hand tools that work for you.

If that time doesn't work for you contact Diane Gregory,(text 859-22706242) accept an assignment and complete it at your convenience.

We maintain four flower beds in the neighborhood. Trimming the corner rose bushes makes them bloom more. The Memorial Garden and the Winchester Rd. entrance need to be freshened. The creek bed catches trash and debris that clog and destroy the waterway.

DOGWOOD TREES

Dogwood trees will be planted soon along the creek on Roland. They are from a neighborhood grant from the city. They should be beautiful next spring.

PROTECT YOUR DOG

Lexington Animal Control is offering a $15 special during the month of March to have a dog microchipped. It is normally $25. Only 22% of animals without a microchip are ever reunited with their families, but that number rises to 52% when they are microchipped.

NEIGHBORHOOD GARAGE SALE
Weekend of May 18

Spring cleaning? Clutter taking over your life? College student moving home or a parent downsizing? Start planning now to change your "stuff" to cash.

The advantage of a neighborhood garage sale is that many sales in one area will attract buyers.

The neighborhood association has large signs announcing the sale and will post on our FB page.

Eastland Pkwy. is a neighborhood association, not a HOA. We do not make rules that you have to follow. You can have a yard sale anytime you want.

NEIGHBORHOOD MEMBERSHIP

The neighborhood board met this winter to evaluate strengths and weaknesses of the association and to plan a calendar for the year based on the needs of the neighborhood.

- Strengths: the longevity of a strong association (37 years), our connections with city government, and the Meet & Greet last fall.
- Weaknesses: communication with the neighborhood. and dwindling enrollment and involvement.

Communication has changed drastically over the past decade with so many different styles. We want to ensure that we are reaching all of the neighborhood.

Decreased membership has been impacted by retired neighbors aging, members moving out of the neighborhood, and during the time of Covid, we lost connections and never gained them back.

Working parents struggle with time for their jobs, kid's school and sports. It's hard, many of us have been there.

By paying your $10 annual dues, you are saying, "Hey, I support the neighborhood and appreciate all that is done to keep it beautiful and clean." I appreciate that someone is keeping their ears open to city actions that impact our neighborhood. I want to share my email address so that I can be informed. We need your input!

You might not have much time, but showing up at one event or volunteering one or two hours a year would help. Letting someone know about the needs or concerns you have to improve the neighborhood would be appreciated.

DELIVERING NEWSLETTERS

This March, we have hand delivered a newsletter to each household. This takes both manpower and money from our dues. The goal is for every family to be knowledgeable about the neighborhood association.

The goal is to be able to hand deliver by volunteers to every house. If you have a little time to spare and would be willing to deliver to your street email skecton@gmail.com.

If we do not have the manpower, this probably will be the only paper copy you will receive this year.

EPNA NEWSLETTERS

Remember, you can get a neighborhood newsletter by email, access it on FB or our website.

We have also been putting some paper copies inside red lidded boxes on Eastland Pkwy/ Ft. Sumpter corner by the bridge on the Winchester Rd. side and at Raleigh Rd. four-way stop.

COMMUNITY ACTIVITIES

- **Radiant Church Egg Stravaganza - Sun. Mar. 24, 2 - 4 pm @ Dixie Park - egg hunts, face painting, inflatables and more**
- **Egg-Citing Easter Egg Hunt -Christ Centered Church Sat. March 30, 12 -2 (2275 Eastland Pkwy)**
- **6th District Meeting** - Monday, April 22 @ Bryan Station HS Cafeteria 6 - 7 pm.
- **6th District's Got Talent** - Sat. Aug. 24 @ Constitution Park
- **Affordable Housing Public Meeting -** Tues, Mar 26 Tates Creek Library 5pm & Thurs, April 4, Lexington Senior Center 1;30
- **Freely Given Cafe Lunch** - Jennifer Rd - Eastland Park Church of the Nazarene - 4th Saturday of each month

HOLIDAY DECORATING CONTEST DECEMBER 2023

Decorating your home for the holidays made the whole neighborhood sparkle. Thanks for the effort. The judges had a difficult time selecting and spent several hours mulling over their choices. Just in case you missed it, here are the winners.

Best Decorated House - 709 Roland
Honorable Mention - 1709 Pellinore
Most Kid Friendly - 1602 Raleigh Rd.
Honorable Mention - 1506 Anniston
Best Decorated Block - Ft. Sumter
Honorable Mention - Martha Court
People's Choice on FB - 1506 Anniston

SYMPATHY

Our sympathy goes out to the families and neighbors of Dr. Daniel & Nancy Reedy on Cantrill, Curt Goodwin on Dalna, and Shirley Hellmueller formerly of Atlanta. These are all long time residents that were active in the neighborhood.

Parks and Recreation has planted a tree in memory of Debbie Foxx Holliran in Dixie Park.

HELPFUL CONTACTS

6th District Councilwoman Denise Gray
- **859-280-8243**
- **dgray@lexingtonky.gov**

Non-Emergency Police (859) 258-3600
Non-Emergency Fire (859) 231-5600
Code Enforcement (859) 425-2255
- code_enforcement@lexingtonky.gov

Call Before You Dig - 811 - it's the law
Animal Care and Control (859)-255-9033
Humane Society (859) 233-0044
Suicide and Crisis Hotline - 988 - open 24 hours a day,
LexFun4Kids.com- a great website with many activities for kids and families.
Eastland Parkway Neighborhood Association
- President: Andrew Austin - **epna.andrew@gmail.com**
- Vice-President: Cheri McMullin **epna.cheri@gmail.com**

NEW TO THE NEIGHBORHOOD

Welcome to the neighborhood! Our new neighbors include: Ed Spears, Gayle; Megan Coleman & Luke Lamb,Gayle; Richard & Lauren Gaisser, Sarasota; Jason & Margaretta Walker, Cortland; Kiara Carrasquillo, Memphis; Joe & Nealy Denger, Cantrill; and Rachel Crabtree, Biloxi.

Please encourage your new neighbors to share their email address to **lexepna@gmail.com** or follow us on Facebook to keep up with happenings of the neighborhood.

DUES & DONATIONS

All volunteering, membership dues and donations are appreciated. Donations in 2024 are from JoAnn Suter and Sue Mays.

Membership Dues for 2024

- **Dues can be mailed to: Jane Fraebel, EPNA Treasurer, 1885 Gayle Drive, Lexington, KY 40505**
- **Paid at any association meeting**
- **Make checks out to EPNA and include name, address and email**
- **Venmo @LexingtonKy-EPNA - please note name, address, email, dues/donations**
- **$10 per adult in a household**
- **Memberships are for a calendar year January - December**

Name(s)_____

Street Address_____

Phone_____

Email _____

I want a newsletter delivered _____

April 15, 2024

I own the property of 1800 Barwick Drive.
This property goes up to the back of the west wall (closest to Hamburg) of the Eastland Parkway Entrance at Winchester Road.
I give my permission for trees / bushes to be planted at the back of this wall that will be a mirror image planting of the east wall (closest to downtown) by the Eastland Neighborhood Association if they receive grant monies.

Pamela Lewis
Ricky Lewis

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Eastland Parkway Neighborhood Association

Requested Grant Amount: $18,500.00

Project Elements:

1. Increase planting area behind west entrance wall and replace dead arborvitae trees
2. Plant trees behind the east entrance wall
3. Remove and replace dead trees along Eastland Parkway
4. Plant additional trees along Eastland Parkway
5. Maintain the community's trees via the neighborhood volunteer team
6. Educate the neighborhood on the benefits of trees and community green spaces

---

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **83**.
- Approve the Grant Application for the **Partial** amount of **$18,271.85**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain notarized written approval / agreement prior to work being done on properties not owned by the Applicant, including from the property owner of 1800 Barwick Drive.
  2. Applicant shall not use grant funds to purchase fertilizer tablets or pine soil conditioner, as they are not needed to enhance the survivability of the trees.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__The application has been scored and is deemed worthy of funding this granting cycle.

✓ The grant application is approved in the amount of: $ 18,271.85

✓ The grant is approved with the following stipulations: see items #1 - #2 in the Recommendation section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/31/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Friends of the Parks Fayette County** (Hereinafter "Organization"), with the mailing address of 206 East Vista Street, Lexington, Kentucky 40503.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $4,172.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Friends of the Parks in Fayette County, Inc
Organization Name (Printed)

BY: Sandy Shafer
Signature

President
Title

WITNESS SIGNATURE

Jonathan Delap
WITNESS PRINTED NAME

June 7th 2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 24, 2024 6:45 pm
Browser:	Chrome 124.0.0.0 / Windows
IP Address:	217.180.204.81
Unique ID:	1218670334
Location:	38.0611, -84.4581

Lex Grow Trees Grant Application

Organization information

Name of organization	Friends of the Parks Fayette County
Street address and zip code	206 E Vista Street 40503
Email	sandywshafer@gmail.com
Phone	(859) 230-7217

Contact information

Contact person name	Katie Lindeman
Contact person title	Project Manager
Contact person phone number	(859) 509-8370
Contact person email address	klindeman@palmernet.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1mk_iSSGESLWK2GnsbHA31eJgzedr95cY&export=download&display=/1218670334FriendsoftheParksFayetteCounty_156059812_FriendsoftheParksLexGrowTreesGrantNarrativeFinal.pdf
Project start date	Sep 01, 2024
List milestone dates	Various, by project.
Expected completion date	May 31, 2025
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1FB5RAClL-Jf31eKRZZqngMjK57tYL4Jc&export=download&display=/1218670334FriendsoftheParksFayetteCounty_156060575_WaverlyParkProposalBudgetDetails.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	1. Still Meadow Neighborhood Association - Council District 7 2. Jacobson Park - Council District 7 3. Wolf Run Park - Council District 11 4. Waverly Park - Council District 9 5. Clays Mill Elementary School - Council District 10 6. The Fairways of Lakeside Neighborhood Association - Council District 7

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1un4PMXUGbeQZyibofi44ZXjSZIQOvMLM&export=download&display=/1218670334FriendsoftheParksFayetteCounty_156060675_PlantingPlansFOPGrantApplication.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1WX0l6I3Q68zYZRnbsMczPE-0IqE7Z976&export=download&display=/1218670334FriendsoftheParksFayetteCounty_156060679_TreeCanopyScreenshotsFOPGrantApplication.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1_TQ5hVMuaVhoxCYCd2idkadV7XvNUb9B&export=download&display=/1218670334FriendsoftheParksFayetteCounty_156060885_ParksLGTGrantLOS4.19.24signed.pdf

Lex Grow Trees

Grant Application

Name of the organization: Friends of the Parks Fayette County 501(c)3

Address: 206 E. Vista Street, Lexington, KY, 40503

Contact Information: Sandy Shafer: 859-230-7217, sandywshafer@gmail.com

Contact Person: Katie Lindeman, PLA, LEED AP BD + C

Contact Information: klindeman@palmernet.com, 859-509-8370

Formed in 1993, Friends of the Parks Fayette County 501(c)3 is an umbrella organization for ten groups of volunteers that have "adopted" specific parks and greenways in Lexington in order to improve and maintain them. Some of the first projects involved fundraising, designing, and using volunteers to build creative playgrounds at both Jacobson and Shillito Parks. Today, the "Friends" groups engage with numerous projects supported by fundraising via private donations and grants. Work relies primarily on volunteers and includes everything from native plantings, tree plantings, invasive species removal, litter pickup, and many other maintenance items needed in our city parks. The groups work closely on all of their projects with parks planning and maintenance staff, gaining proper approvals before any new work is completed.

We propose tree planting, education, and maintenance projects on the following sites:

1. Still Meadow Neighborhood Association – Council District 7
2. Jacobson Park – Council District 7
3. Wolf Run Park – Council District 11
4. Waverly Park – Council District 9
5. Clays Mill Elementary School – Council District 10
6. The Fairways of Lakeside Neighborhood Association – Council District 7

Combined requested budget amount: $64,433.48

This proposal is supported by Trees Lexington. Trees Lexington is a non-profit that empowers community members to dig in to the fun and fulfilling work of expanding and maintaining our local tree canopy. Through community tree plantings, tree giveaways, and educational workshops on proper tree care, Trees Lexington increases canopy cover, improves the health of our citizens, and preserves the character of our city.

Trees Lexington will provide project management assistance, tree species selection, tree procurement, provide tree installation and mulching specifications to be used by contractors, as well as post installation quality control inspections. In addition, Trees Lexington will assist with event marketing, volunteer recruitment, day of planting training for community volunteers, and provide tree maintenance guidance in support for the following proposals, as specified.

Still Meadow Neighborhood Proposal

We are requesting funds to plant 21 native trees for the Still Meadow Neighborhood green space area along East Hickman Creek which directly flows into the Jacobson Reservoir. Jacobson Reservoir provides all of Lexington's drinking water from Kentucky American Water. The East Hickman Watershed is

impaired and shows high amounts of excess nutrients from fertilizer runoff and animal waste from dogs and other agricultural animals found upstream. The Census Block has 31% tree canopy with 34% possible planting area (please see Tree Canopy Tool screenshot on the attached PDF).

The new trees will be planted directly below the storm system headwall that is the exit for all the stormwater that drains down the hill from the Still Meadow neighborhood. It will connect trees from that area into the existing riparian zone along the creek that exists now. The neighborhood stormwater runoff brings the excess nutrients from treated lawns and dog waste into the storm pipes, and it exits a headwall just 75 feet from East Hickman Creek. Please see the schematic planting plan attached.

The new native tree species will absorb excess nutrients and toxins from the soil and stormwater runoff before it enters into East Hickman Creek. This project is a green infrastructure project and important for water quality in our reservoir. The neighborhood would also like to add in understory flowering native trees like redbuds and dogwoods to their existing entrance landscape for beautification purposes, and to assist with tree plantings that are desperately needed to increase the tree canopy in the 40509 zip code.

We propose planting 6 2-inch caliper balled & burlapped trees, to be installed by a contractor, as well as 15 3-gallon container trees to be planted by Friends of Jacobson Park and community volunteers. We would like purchase tree diapers to help water the trees as they get established. Additional supplemental watering for the first two years will be done by our volunteer group. If awarded funding, we expect to begin tree installation in late October, early November.

Still Meadow (Friends of Jacobson Park)				
Item -	Unit	Unit $	Total Units	Total $
Tree Installation				
B&B Trees	Ea	$200.00	6	$1,200
3-gallon container trees	Ea	$25.00	15	$375
Contractor tree delivery, B&B tree installation	Ea	$300.00	6	$1,800
Contractor hole augering for 3-gal. trees	Ea	$30.00	15	$450
Tree diapers - 48 inch	Ea	$55.00	6	$330
Tree diapers - 24 inch	Ea	$21.00	15	$315
				$4,470
Project execution assistance by Trees Lexington				
Project management assistance by Trees Lexington	Ea	$600.00	1	$600
Volunteer planting event by Trees Lexington	Ea	$320.00	1	$320
Event marketing and volunteer recruitment by Trees Lexington	Ea	$200.00	1	$200
Tree maintenance workshop for volunteers	Ea	$120.00	1	$120
				$1,240
Total Budget Request				**$5,710**



Still Meadow Area 1: *Add trees to drainage area below the headwall.*



Still Meadow Area 2: *Add a few flowering trees.*



Still Meadow Area 3: *Add a couple flowering trees to replace dead ones*

Jacobson Park Entrance

Friends of Jacobson Park is requesting funding to plant 24 native and adaptive trees for the entrance into Jacobson Park. The park has never had an official planting plan for the entrance completed. This made sense before 2011 when Lexington only leased the property, but now we own it and should make this investment in trees. The architectural improvements of the stone pillars and steel arching sign at the entrance were provided in 2011 from Kentucky American Water as a part of the sale of Jacobson to the city. We should continue to beautify this area with trees to add to the character of the entrance and it is one of our only Regional Parks in Fayette County, and has visitors of all socioeconomic classes and races. The Census Block has 22% tree canopy with 52% possible planting area (please see Tree Canopy Tool screenshot on the attached PDF).

The existing entrance recently had 9 dead trees that were removed and one more that has to be removed. We are proposing to replace those non-native trees with native evergreen trees. We are also planning to add a formalized design that includes year-round interest, beautiful fall color, and spring flowering trees. All of the trees are LEED approved for green building design with native and adaptive trees that are drought tolerant and don't use irrigation. Please see the proposed planting plan attached.

The trees will also serve a function and act as green infrastructure to help clean the stormwater of toxins and excess nutrients before they flow in our reservoir at the bottom of the hill. The trees will become a water quality cleansing feature for the park as well as beautification to the entrance. The Richmond Road corridor is one of the official gateways into Lexington, but unfortunately our tree canopy is severely lacking in the 40509 area code. The City of Lexington recently completed one of our beautiful limestone entry walls marking this gateway entrance within this corridor about a mile away from our project area. Continued beautification is needed within the corridor, and this project would help.

Katie Lindeman, the project designer is a registered Landscape Architect who will manage the grant project with assistance from Trees Lexington. A contractor will be engaged to install 24 balled and burlapped, 2-inch caliper trees. Tree diapers will be installed on all the trees to help maintain moisture on the tree roots. Supplemental watering will be provided by The Friends of Jacobson Park volunteers who will help care for the trees long after they are established as well as continue to educate the public on the benefit of native plants to our water quality in Lexington. Trees Lexington will hold a workshop to provide maintenance guidelines and educational assistance to the volunteers. If awarded funding, we expect to begin tree installation in mid-November.

Jacobson Park Entrance				
Item -	Unit	Unit $	Total Units	Total $
Tree Installation				
B&B Trees	Ea	$200.00	24	$4,800
Contractor tree delivery, B&B tree installation	Ea	$300.00	24	$7,200
Tree diapers - 48 inch	Ea	$55.00	24	$1,320
				$13,320
Project execution assistance by Trees Lexington				
Project management assistance by Trees Lexington	Ea	$600.00	1	$600
Follow up tree planting inspection by Trees Lexington	Ea	$160.00	1	$160
Tree maintenance workshop for volunteers	Ea	$120.00	1	$120
				$880
Total Budget Request				**$14,200**



Jacobson Park Entry and Exit Roads



Jacobson Park Entry



Jacobson Park 7 Dead Pines shown have been removed.



Jacobson Park Entry, Right Side

Wolf Run Park

The Friends of Wolf Run Park is requesting funding to install 16 native trees at Wolf Run Park. The recently completed sewer improvement project required the removal of several trees including one large one at the playground area that provided shade for users. The tree is still showing on the aerial plan of the site, but it is no longer there as the sewer couldn't be improved without its removal. The sewer improvement project was instrumental in protection of the water quality in the adjacent stream but the replacement of trees was not included. The Census Block has 22% tree canopy with 29% possible planting area (please see Tree Canopy Tool screenshot on the attached PDF).

This project includes adding shade trees spaced along part of the new walkway, a few trees near the playground, and several added to the existing riparian zone along the stream. Almost half of Wolf Run Watershed is impervious, which means surfaces that don't absorb rainwater. This is problematic because it allows pollutants on hard surfaces to wash into our streams more quickly and easily polluting the water. Sixteen large native trees will be selected and placed with the assistance of Trees Lexington and approval of parks and recreation to ensure we meet their expectations within the park. Please see the proposed planting plan attached. The balled & burlapped, 2-inch caliper trees will be installed by a contractor and Friends of Wolf Run Park volunteers will care for them as they get established.

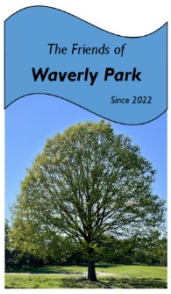
Trees Lexington will assist with the ordering of the trees, help coordinate delivery and installation of the trees, and perform post installation inspections to ensure the planting specifications are followed. Volunteers will install tree diapers for the 16 trees and will provide supplementary watering and mulch ring weeding as the trees get established. Trees Lexington will hold a workshop to provide maintenance guidelines and educational assistance to the volunteers.

Wolf Run Park				
Item -	Unit	Unit $	Total Units	Total $
Tree Installation				
B&B Trees	Ea	$200.00	16	$3,200
Contractor tree delivery, B&B tree installation	Ea	$300.00	16	$4,800
Tree diapers - 48 inch	Ea	$55.00	16	$880
Tree identification plaques	Ea	$30.00	16	$480
				$9,360
Project execution assistance by Trees Lexington				
Project management assistance by Trees Lexington	Ea	$600.00	1	$600
Follow up tree planting inspection by Trees Lexington	Ea	$120.00	1	$120
Tree maintenance workshop for volunteers	Ea	$120.00	1	$120
				$840
Total Budget Request				**$10,200**









Waverly Park Proposal

The Friends of Waverly Park seeks funds for native trees, tree markers, educational signs; tree pruning and maintenance. Our proposal is particularly responsive to the 2022 University of Kentucky Urban Forest Initiative evaluation for this Park that has not had sustained, comprehensive attention for many years.

The Friends of Waverly Park **Contact**: Ed Monahan, edmonahan7@gmail.com; 859-317-3149.

Project time period: This work would be done during the fall of 2024.
Location. Waverly Park, 4244 Southmoor Park, Lexington, KY 40514 in the 9th Council District of Lexington, Councilmember Whitney Elliott Baxter.

Waverly Park will benefit from the planting of more diverse trees. The 2022 University of Kentucky Urban Forest Initiative found that "Waverly Park has poor species diversity, and could use more diverse species to protect the canopy from species-specific pathogens and other threats." See: waverly_park_tree_report_2022.pdf (uky.edu) The Report also found that, "Many of the park's trees, such as common hackberry, are not vulnerable to these changes, but others, such as white pine, are more sensitive to changing climate, making the park highly vulnerable."

Waverly Park will benefit from substantial tree maintenance. Many of the trees in the Park are old and in need of attention. A key recommendation in the 2022 University of Kentucky Urban Forest Initiative Report is, "Continue to practice proper tree care, including watering, pruning, and mulching regularly." Unfortunately, there is no tree care and maintenance regularly being done. Many trees need pruning as the below estimate indicates.

The Friends of Waverly Park *The Friends of Waverly Park* volunteers, as many as 20 at a workday, will mulch and water the trees. Our volunteers have worked on 13 workdays since December 2022 planting, mulching, watering trees but most of the trees that have been planted are small. Our funds are very limited so assistance from this grant is necessary to increase the scale and health of the Park tree canopy. Additional trees of substantial size and variety will enhance the enjoyment of the many users of the Park. They will lessen harmful pollutants and summer temperatures. The Park is surrounded by the backyards of many, 60-70, and homes. The Park is used by hundreds of people in and near the neighborhood.

Educational signage will benefit users of the Park. *The Friends of Waverly Park* produce a monthly newsletter with information and educational articles. We will continue to provide this communication. There is an opportunity to provide instructive signs in the park which does not have any educational signs.

The Friends of Waverly Park **seek funding for the following**:

1) **18 Native trees**, 2-inch size, as follows:

- On west side around the "flat" green activity field on the inside of the walking path;
- On east side on the outside of the walking path and
- By the playground;

2) **Mulching** of the trees;

3) **Tree and plant markers and other educational signs** for the additional trees and the existing trees and plants to educate persons who use the Park on the type of trees and plants and the benefits of trees and plants; and understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health; and

4) **Tree pruning and other tree maintenance** of the trees in the Park by a certified arborist.

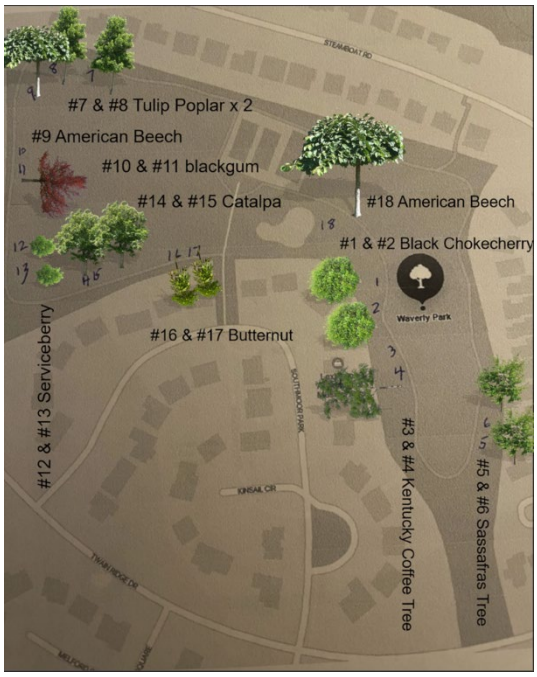
Trees

The following are proposed locations and species for 18 locations. These have been approved by Lexington Parks and Recreation's Director Conrad and Michelle (Olup) Kosieniak.

- Trees 1-4 would be planted on the outside of the walking path on the east side.
- Trees 5, 6 would be planted on the outside of the walking path on the east side.

- Trees 7-17 would be planted on the inside of the walking path around the open field on west side.
- Tree 18 would be planted on the east side of the playground in the location previously approved by Parks and Recreation.

The following are the species approved and quoted for the project: 2 Black Chokecherry; 2 KY Coffeetree; 2 Sassafras; 2 Tulip Poplar; 2 American Beech; 2 Blackgum; 2 Catalpa; 2 Serviceberry; 2 Butternut













Budget: trees, signage, maintenance

Waverly Park				
Item -	Unit	Unit $	Total Units	Total $
Tree Installation				
B& B Trees, 2-inch, planted, staked.	Ea	$325.00	18	$ 5,850.00
Tree and plant identification plaques	Ea	$21.15	65	$ 1,374.75
Pollinator educational sign	Ea	$764.73	1	$ 764.73
Monarch Waystation certification sign	Ea	$18.00	1	$ 18.00
Tree maintenance by Lexington Tree Service	Ea	$15,714.00	1	$ 15,714.00
Total:				**$ 23,721.48**
*** Please see budget details in the supplemental attachment.**				

Clays Mill Elementary

Paxton Beck is leading a tree planting project as his Eagle Scout Project in coordination with Mr. Gabe Knowles as his guide with permission from Fayette County Public Schools at Clay's Mill Elementary. Friends of the Parks is requesting funding to plant 47 native trees for the green space areas identified on the schematic plan that Paxton has developed. He met with Gabe and Certified Arborist Dave Leonard to conduct a site visit to identify tree locations and suitable species for their locations.

The new trees will be container size trees so that the eagle scouts and other volunteers can dig and install these trees themselves with assistance for delivery to the site of the trees and mulch. This project only enhances with the green design renovation of the school several years ago as a LEED Certified green school building. Trees were likely included along with the other green infrastructure in the preliminary redesign of the school, but later value engineered out of the project due to budget constraints. This grant will allow us to add those back into the project area and use them as an educational tool.

Behind the school there is a hill that flows down into the drainage area that occasionally floods between the school property and Southland Park. The trees will act as green infrastructure to help cleanse the stormwater of toxins and excess nutrients before they flow in our waterways. The tree roots of the native species will absorb and breakdown excess nutrients in the stormwater before they have a chance to overland flow into our local streams.

Education will be a big component of this project. Signage for the new trees as well as tree walks for students and citizens will take place after the project is completed. Dave Leonard has volunteered himself as arborist to conduct the educational events in the future. The existing infrastructure at the school lends itself for additional environmental education in an outdoor classroom setting. The existing permeable paver parking area and drive lane behind the school is already installed and provides a wonderful teaching tool about using permeable paving surfaces to slow drainage and treat it before it is slowly released to prevent flooding downstream.

Trees Lexington will assist with the ordering of the trees, help coordinate delivery of the trees and mulch, and assist with the installation of the trees. The scouts and volunteers will install tree diapers for the trees and will provide supplementary watering and mulch ring weeding as the trees get established.

Clays Mill Elementary School Eagle Scout Project				
Item -	Unit	Unit $	Total Units	Total $
Tree Installation				
3-gallon container trees	Ea	$25.00	47	$1,175
Tree identification plaques	Ea	$30.00	47	$1,410
Tree diapers - 24 inch	Ea	$21.00	47	$987
				$3,572
Project execution assistance by Trees Lexington				
Project management assistance by Trees Lexington	Ea	$600.00	1	$600
				$600
Total Budget Request				**$4,172**









Fairways at Lakeside Neighborhood Proposal

We are requesting funds to plant 10 native shade and ornamental trees to replace trees that were lost on Lakeside Golf property border to our neighborhood. All of our storm water in the neighborhood drains directly into the Jacobson Reservoir. The inclusion of additional trees is of utmost importance to assist with water quality in this area as it is Lexington's drinking water source. The Census Block has 22% tree canopy with 52% possible planting area (please see Tree Canopy Tool screenshot on the attached PDF).

We propose planting 10- 2 balled & burlapped trees, to be installed by a contractor, as well as assistance from neighborhood volunteers. We would like purchase tree diapers to help water the trees as they get established. Additional supplemental watering will occur by volunteers from our neighborhood. Trees Lexington and Friends of Jacobson Park will assist us in this effort. Justin Mullinex with LFUCG Golf and Michelle Kosieniak with parks are in support of this tree planting and will work with us on exact species and locations before planting happens this fall.

Fairways at Lakeside Neighborhood				
Item -	Unit	Unit $	Total Units	Total $
Tree Installation				
B&B Trees	Ea	$200.00	10	$2,000
Contractor tree delivery, B&B tree installation	Ea	$300.00	10	$3,000
Tree diapers - 48 inch	Ea	$55.00	10	$550
				$5,550
Project execution assistance by Trees Lexington				
Project management assistance by Trees Lexington	Ea	$600.00	1	$600
Follow up tree planting inspection by Trees Lexington	Ea	$160.00	1	$160
Tree maintenance workshop for volunteers	Ea	$120.00	1	$120
				$880
Total Budget Request				**$6,430**







Budget: trees, signage, maintenance

TOTAL FUNDING REQUESTED.....$23,721.48

18 tees, 2-inch, planted, staked.
($325 per tree, quote from Two Brothers Garden Center) **$5,850.00**
Two Brothers Garden Center | Garden Center Guide
2 black chokecherry
2 KY coffetree
2 sassafras
2 tulip poplar
2 American beech
2 blackgum
2 catalpas
2 serviceberry
2 butternut

35 tree markers plus 30 perennial plant markers ($21.15 each)
Nameplate and Panel Technology / My Plant Label, 387 Gundersen Dr, Carol Stream, IL 60188
Renee Melbourn (reneem@nptec.com) 800-833-8397, ext. 105
Plant Identification Label & Interpretive Sign Photo Gallery (myplantlabel.com)
Style #3 for a public park; 3" x 5" tag .085 thickness hidden screws $15.90/each+1/8" x 24" \stake with holes $5.25/ each; no initial set up fee.
Total cost 3"x5" 65 tags 65 x ($15.90+$5.25).....$**1,374.75**

Pollinator educational sign Howard Stovall Email: howard@image360lexky.com
Allegra & Image360Lex, 114 Lisle Industrial Ave, Lexington KY 40511 File Setup and Proofing: ACM - Solid Core - 3mm - white/white - Aluminum Composite Panel Insert.; Premium Digital Vinyl - Laminated Vinyl graphic; Width: 24.00", Height: 8.00"; Standard Angle Mount Frame..... $**764.73**

Monarch Waystation certification sign for pollinator garden..... **$18.00**
Waystation Certification Application and Sign Bundle - 190005 | Monarch Watch



Tree maintenance by ROY E. STINNETT, JR., CERTIFIED ARBORIST #KY-0668A & KY-0669A, Lexington Tree Service, 1113 WINCHESTER ROAD, LEXINGTON, KY 40505, 859-233-0742 OR 263-2701, Lexington Tree Service **$15,714.00**
See estimate below.

LEXINGTON TREE SERVICE, INC.
ROY E. STINNETT, JR., PRESIDENT
GEZA J. DESI, JR. - CERTIFIED ARBORIST
1113 WINCHESTER ROAD
LEXINGTON, KY 40505
859-233-0742 OR 263-2701

ESTIMATE

DATE: 04.11.24

CERTIFIED ARBORIST #KY-0668A & KY-0669A

JOB SITE:

WAVERLY PARK
SOUTHMOOR PARK
LEXINGTON, KY

SUBMITTED TO:

CONTACT PERSON	PHONE #	EMAIL ADDRESS
ED MONAHAN	859-317-3149	

#1	(1) LARGE OAK TREE ON WEST SIDE OF PARK TO RAISE UP LOWER CANOPY OF TREE. REMOVE MAJOR DEAD WOOD AND THIN OUT INSIDES OF TREE.			$450.00
#2	(1) LARGE SPRUCE TREE ON WEST SIDE OF PARK TO RAISE UP LOWER CANOPY OF TREE APPROXIMATELY 8 FEET FROM GROUND. REMOVE MAJOR DEADWOOD.			$300.00
#3	(1) REDWOOD CYPRESS TREE TO REMOVE SEVERAL LOWER LIMBS FROM TREE.			$300.00
#4	(29) PINE TREES ON PROPERTY TO RAISE UP LOWER CANOPY OF TREES. REMOVE MAJOR DEADWOOD.	29 TREES	$200. 00 EACH	$5,800.00
#5	(1) RED OAK TREE TO RAISE UP LOWER CANOPY OF TREE. REMOVE DEADWOOD AND THINOUT INSIDES.			$450.00
	NORTHWEST AT BACK PROPERTY LINE:			
#6	(5) CHERRY TREES , AT BACK PROPERTY LINE, TO REMOVE LOWER LIMBS OVERHANGING WALK WAY			
	(4) ADDITIONAL CHERRY TREES TO REMOVE LOWER LIMBS OVERHANGING WALKWAY.	9 TREES	$300.00 EACH	$2,700.00
#7	(1) LARGE ELM TREE TO CUT BACK LOWER LIMBS GOING OVER WALK WAY AND TENNIS COURT			$350.00
#8	REMOVAL OF (1) LARGE CHERRY TREE AND STUMP (TRUNK OF TREE IS ROTTON) AT SOUTHEAST END OF PARK.			$850.00
#9	REMOVAL OF (1) SMALLER CHERRY TREE TO GROUND NEXT TO LARGER TREE.			$300.00
#10	REMOVAL OF (1) LARGE BLACK LOCUST TREES AND STUMPS , DUE HAVING ROTTON TRUNKS.	2 TREES	$600.00 EACH	$1,200.00
#11	(2) LARGE FRUIT TREES TO REMOVE MAJOR DEADWOOD AND RAISE UP LOWER CANOPY OF TREES.	2 TREES	$300.00 EACH	$600.00
#12	(2) LARGE BLACK WALNUT TREES TO RAISED UP LOWER CANOPY OF TREES. REMOVE MAJOR DEADWOOD.	2 TREES	$250.00 EACH	$500.00
#13	(2) HAWTHORNE TREES TO REMOVE LOWER LIMBS AND REMOVE DEADWOOD.	2 TREES	$225.00 EACH	$450.00
#14	REMOVAL OF (1) HAWTHORNE TREE TO GROUND, DUE TO HAVING A ROTTON TRUNK.			$300.00
	CLEAN UP ALL BRUSH, WOOD AND DEBRIS; HAULING AWAY FROM PREMISES.			
	COST OF TREE WORK			$14,550.00
	KY SALES TAX			$873.00
	FUEL SURCHARGE			$291.00
	TOTAL COST			$15,714.00
	SUBMITTED BY: ROY E. STINNETT, JR			
	THANK YOU!	WE APPRECIATE YOUR BUSINESS!		

11 Large Native Trees

10 Small Flowering Native Trees

HORSEMINT TRAIL

Andover Creek Ln

ANDOVER CREEK LANE

STILL MEADOW LANE

Electric box

BUD
Locate Lines

Storm Sewer headwall

Storm Sewer Manhole

Gas pole to mark transmission line

Chilesburg Rd

CHILESBURG ROAD

NOT TO SCALE

Image © 2024 Airbus

*Exact locations to be confirmed after BUD Locate

PLANTLIST					
BOTANICAL NAME	COMMON NAME	CALIPER	BALL SIZE	HEIGHT	NOTES
Prunis subhirtella 'Autumnalis'	Autumn Blooming Cherry	2" Caliper	22" min.	5-6'	One Central Leader
Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	1.5" Caliper	22" Min.	5-6'	Specimen Quality
Cornus kousa	White Blooming Kousa Dogwood	2" Caliper	22" min.	5-6'	One Central Leader
Ilex attenuata 'Fosterii'	Foster Holly #2	N/A	28" min.	15-20'	One Central Leader native
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	N/A	28" Min.	10-15'	3-5 canes Native

1 Dead Redbud Tree

8 American Holly, Foster Holly, or other native or adaptive evergreens to replace 7 dead evergreen trees.

7 Autumn Blooming Cherry Trees

4 Forest Pansy Rebud,
2 Kousa Dogwood, 2 Serviceberry
"Autumn Brilliance"

Dogwood

2-Redbud

Serviceberry

This Redbud looks like it is dying as well.

2-Redbud

Dogwood

Jacobson Park

Electric Transmission Line Easement & part of ROW

Serviceberry

Electric Box

Estimated Undergound Electric lines

Kentucky 811
811now.com

* CALL BEFORE YOU DIG "B.U.D." *
1 (800) 752-6007
KRS 367.4901 thru 367.4917

B.U.D. (KENTUCKY 811) NOTES

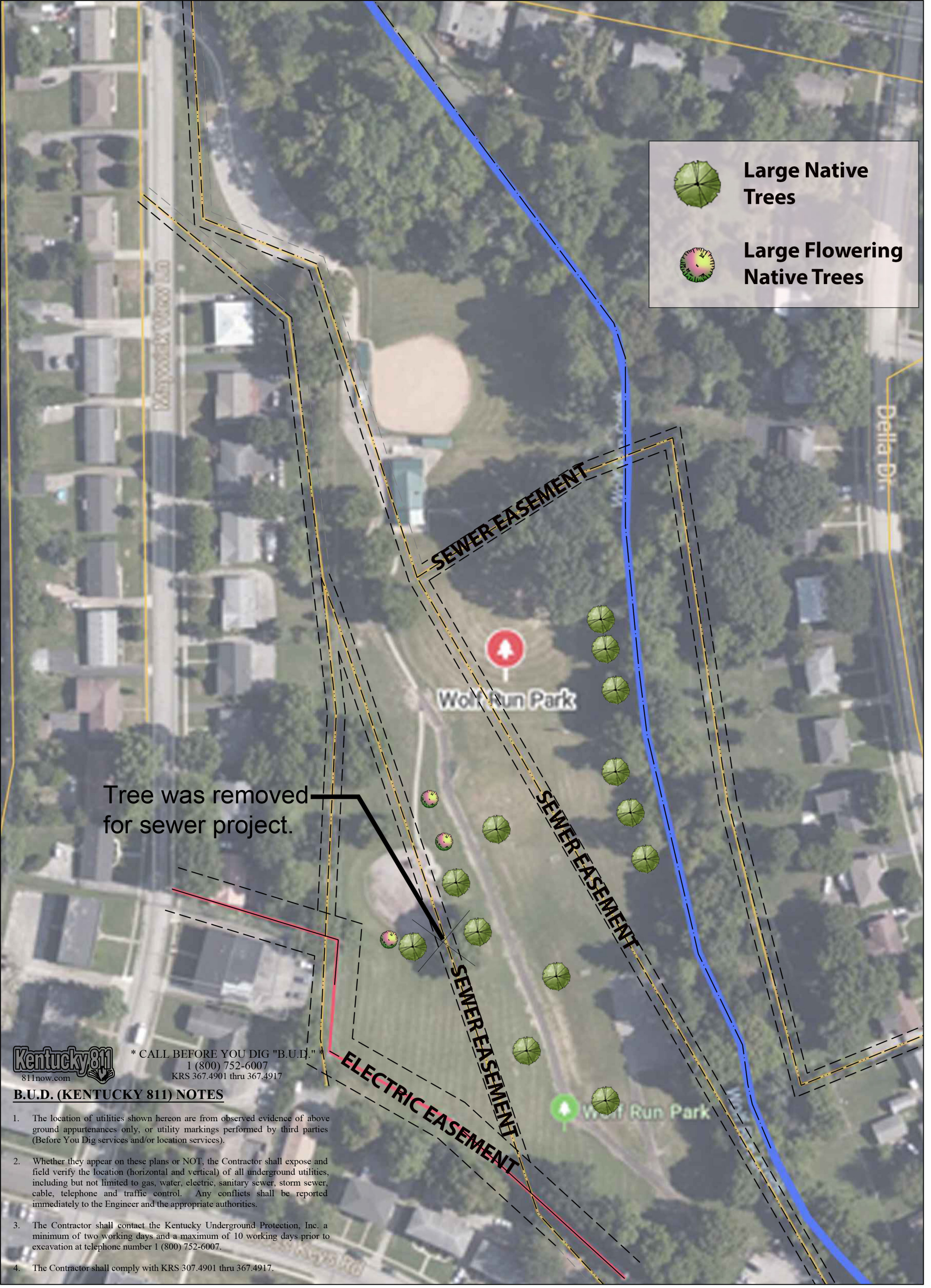
1. The location of utilities shown hereon are from observed evidence of above ground appurtenances only, or utility markings performed by third parties (Before You Dig services and/or location services).
2. Whether they appear on these plans or NOT, the Contractor shall expose and field verify the location (horizontal and vertical) of all underground utilities, including but not limited to gas, water, electric, sanitary sewer, storm sewer, cable, telephone and traffic control. Any conflicts shall be reported immediately to the Engineer and the appropriate authorities.
3. The Contractor shall contact the Kentucky Underground Protection, Inc. a minimum of two working days and a maximum of 10 working days prior to excavation at telephone number 1 (800) 752-6007.
4. The Contractor shall comply with KRS 307.4901 thru 367.4917.

JACOBSON PARK PROPOSED TREE PLANTING LOCATIONS FOR LEX GROW TREES GRANT
4001 ATHENS BOONESBORO ROAD LEXINGTON, KY 40509

0 30 60 90

SCALE: 1"=30'

1308



Kentucky 811
811now.com

* CALL BEFORE YOU DIG "B.U.D." *
1 (800) 752-6007
KRS 367.4901 thru 367.4917

B.U.D. (KENTUCKY 811) NOTES

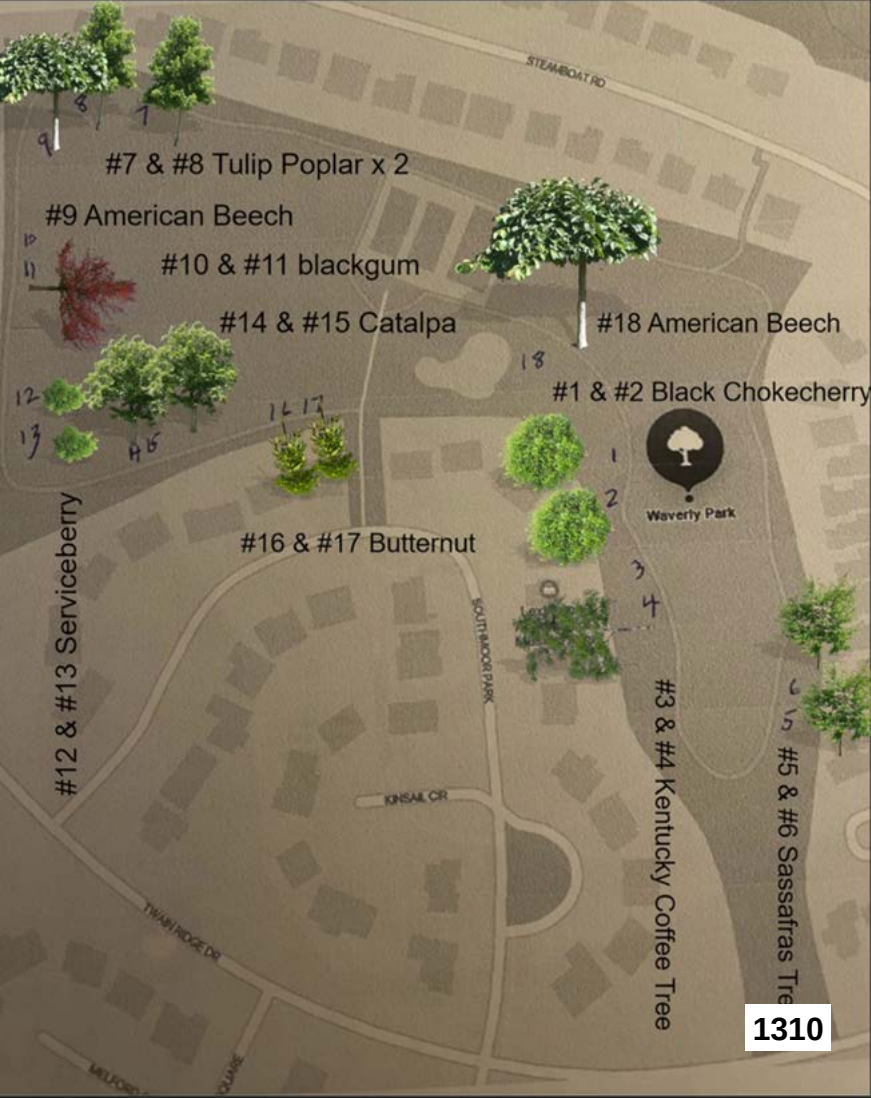
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2. Whether they appear on these plans or NOT, the Contractor shall expose and field verify the location (horizontal and vertical) of all underground utilities, including but not limited to gas, water, electric, sanitary sewer, storm sewer, cable, telephone and traffic control. Any conflicts shall be reported immediately to the Engineer and the appropriate authorities.
3. The Contractor shall contact the Kentucky Underground Protection, Inc. a minimum of two working days and a maximum of 10 working days prior to excavation at telephone number 1 (800) 752-6007.
4. The Contractor shall comply with KRS 307.4901 thru 367.4917.

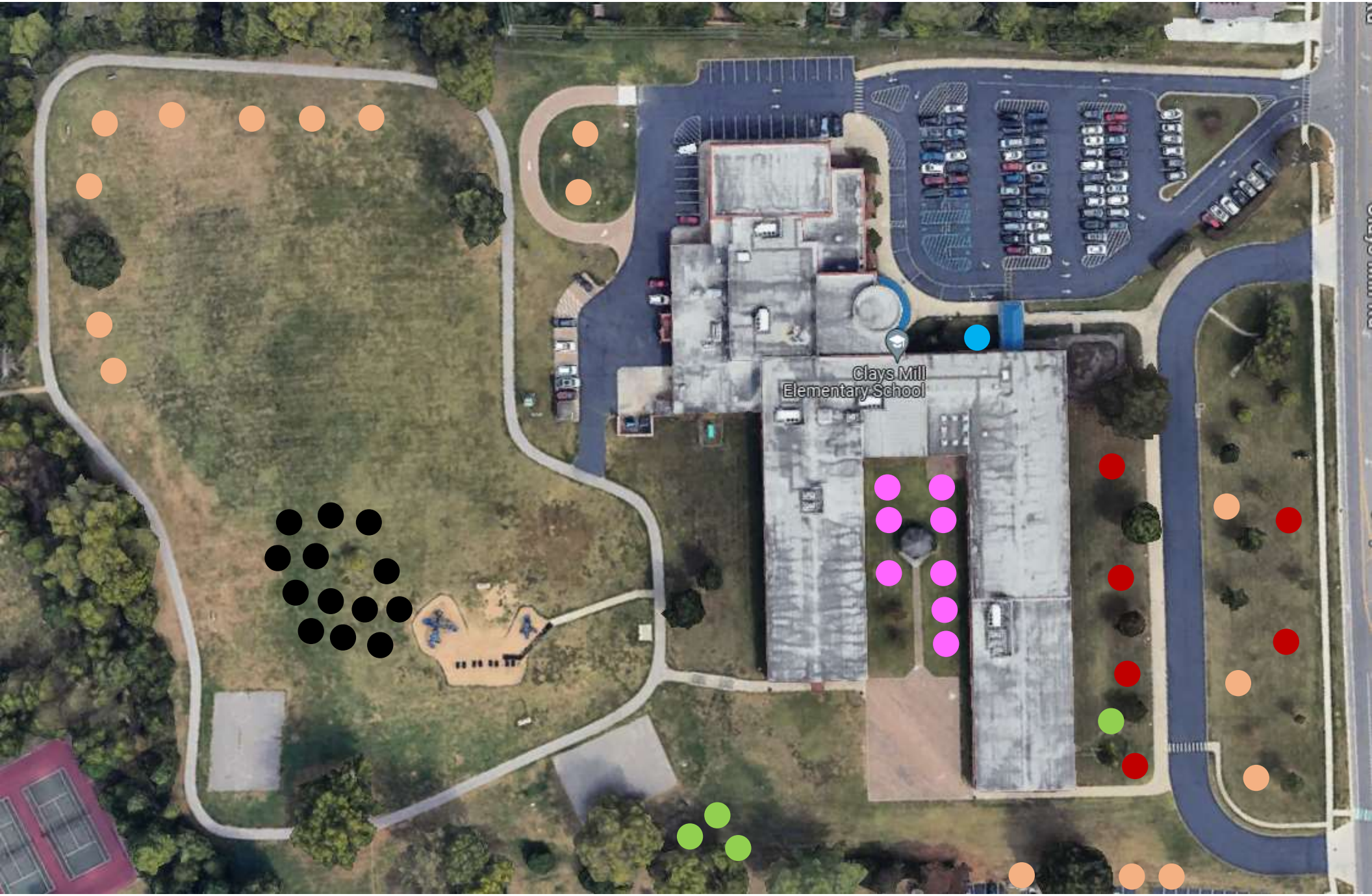
WOLF RUN PARK PROPOSED TREE PLANTNG LOCATIONS FOR LEX GROW TREES GRANT
1618 MAYWICK VIEW LN. LEXINGTON, KY 40504

0 100 200 300

SCALE: 1"=100'

1309


#7 & #8 Tulip Poplar x 2
#9 American Beech
#10 & #11 blackgum
#14 & #15 Catalpa
#18 American Beech
#1 & #2 Black Chokecherry
#16 & #17 Butternut
#12 & #13 Serviceberry
#3 & #4 Kentucky Coffee Tree
#5 & #6 Sassafras Tre
Waverly Park
STEAMBOAT RD
SOUTH MOOR PARK
KINSAIL CIR
TWAIN RIDGE DR
1310



- Bald Cypress
- Redbud
- Cherry
- Mixed species to match existing incl. Ky Coffee, Black Gum
- Dogwood
- Red Maple / Oak /


Large Native Trees
Small Flowering Native Trees
Fairways at Lakeside Neighborhood
Lakeside Golf Course Entry
Many of the new trees shown on the existing aerial photo were lost in the 2023 4th of July storms. The new trees are replacement trees for those lost.
Layers
1312

Still Meadow Neighborhood



Census Block Groups 2020: 210670039131

Herbaceous %	35%
Shrub %	0%
Total Possible Planting Area %	34%
Tree Canopy %	31%
NatureScore™	77
Impervious - Under Tree Canopy %	2%
Impervious %	30%
Bare Soil/Dry Vegetation %	0%
Water %	2%
Urban Tree Canopy (2022)	33%
Urban Tree Canopy (2020)	28%
Urban Tree Canopy (2012)	27%
Tree Canopy Change (2012-2020)	1%
Tree Canopy Change (2012-2022)	7%
Tree Canopy Change (2020-2022)	5%
Unsuitable Planting Area % (Veg)	2%

Zoom To

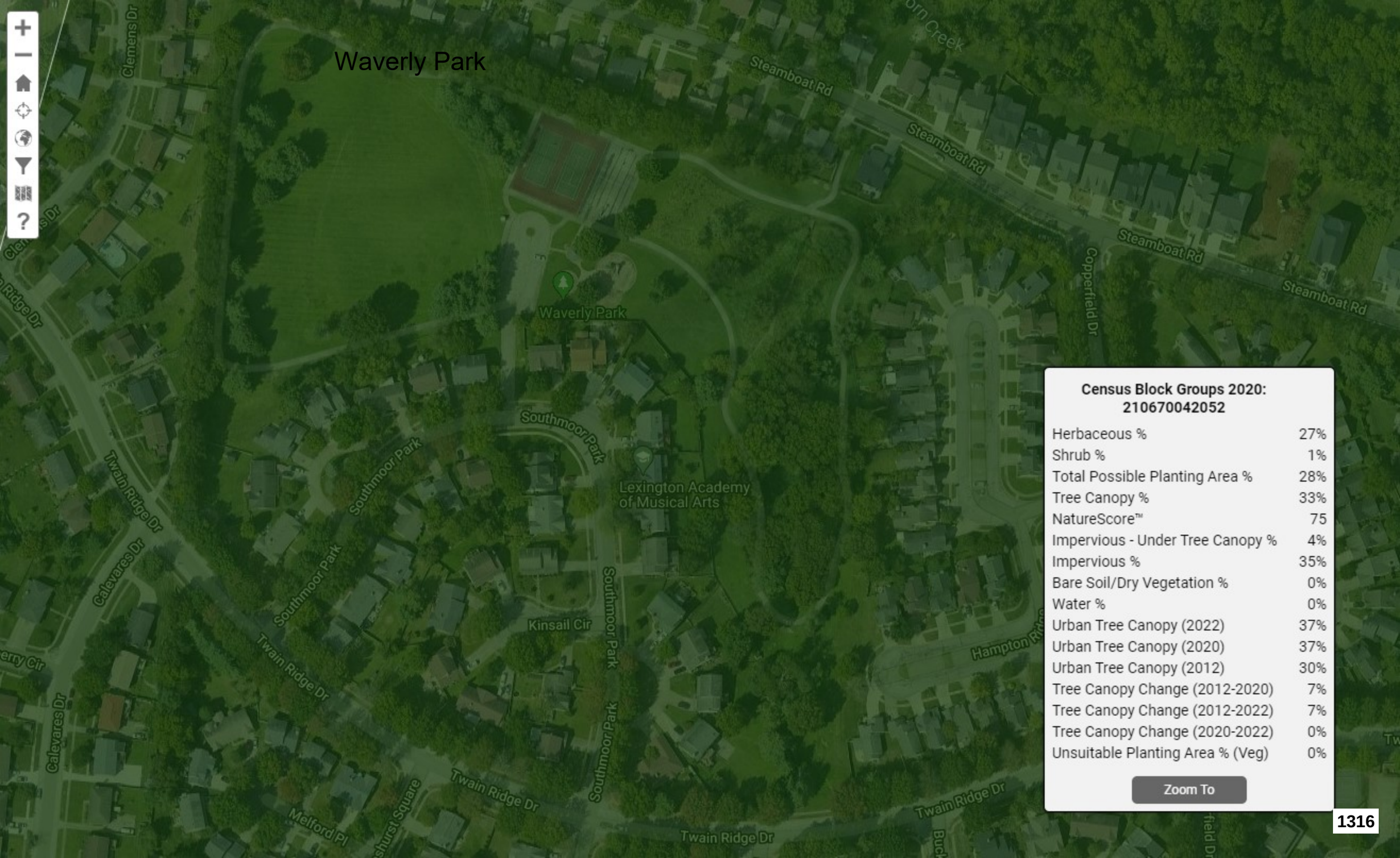

Jacobson Park
Urban Tree Canop
(2020)
46%
26%
7%
Census Block Groups 2020:
210670039132
Herbaceous % 46%
Shrub % 1%
Total Possible Planting Area % 52%
Tree Canopy % 22%
NatureScore™ 87
Impervious - Under Tree Canopy % 0%
Impervious % 22%
Bare Soil/Dry Vegetation % 0%
Water % 8%
Urban Tree Canopy (2022) 24%
Urban Tree Canopy (2020) 19%
Urban Tree Canopy (2012) 13%
Tree Canopy Change (2012-2020) 5%
Tree Canopy Change (2012-2022) 11%
Tree Canopy Change (2020-2022) 6%
Unsuitable Planting Area % (Veg) 0%
Zoom To
1314
Jacobson Park Playground
Jacobson Park Disc Golf Course
Jacobson Park Dog Park
Recording Connection Audio Institute
Little Library #160996
Richmond Rd
Green Park Ct
Coys Ln
Shoreside Dr
Brookewind Way
Winter Hill Ln
Horsemint Trail
Ridgeview Way
Still Meadow Ln
Andover Creek Ln
Chilesburg Rd
Bridge Water Way
Walnut Creek Dr
Wentworth Pl
Somersly Pl
Ormesby Pl
Leighton Ln
Tatton Park
Ellerslie Park Blvd
Grassland Park
Weston Park
Branham Park
Tradition Cir
Acorn Falls Dr
Birchwood Ln
Hays Blvd
Englebrook Way
Aphids Way
Athens Boonesboro Rd
Hannah Todd Pl
Marcus Trail
Parsons Ln
Delong Rd
25
418

Wolf Run Park

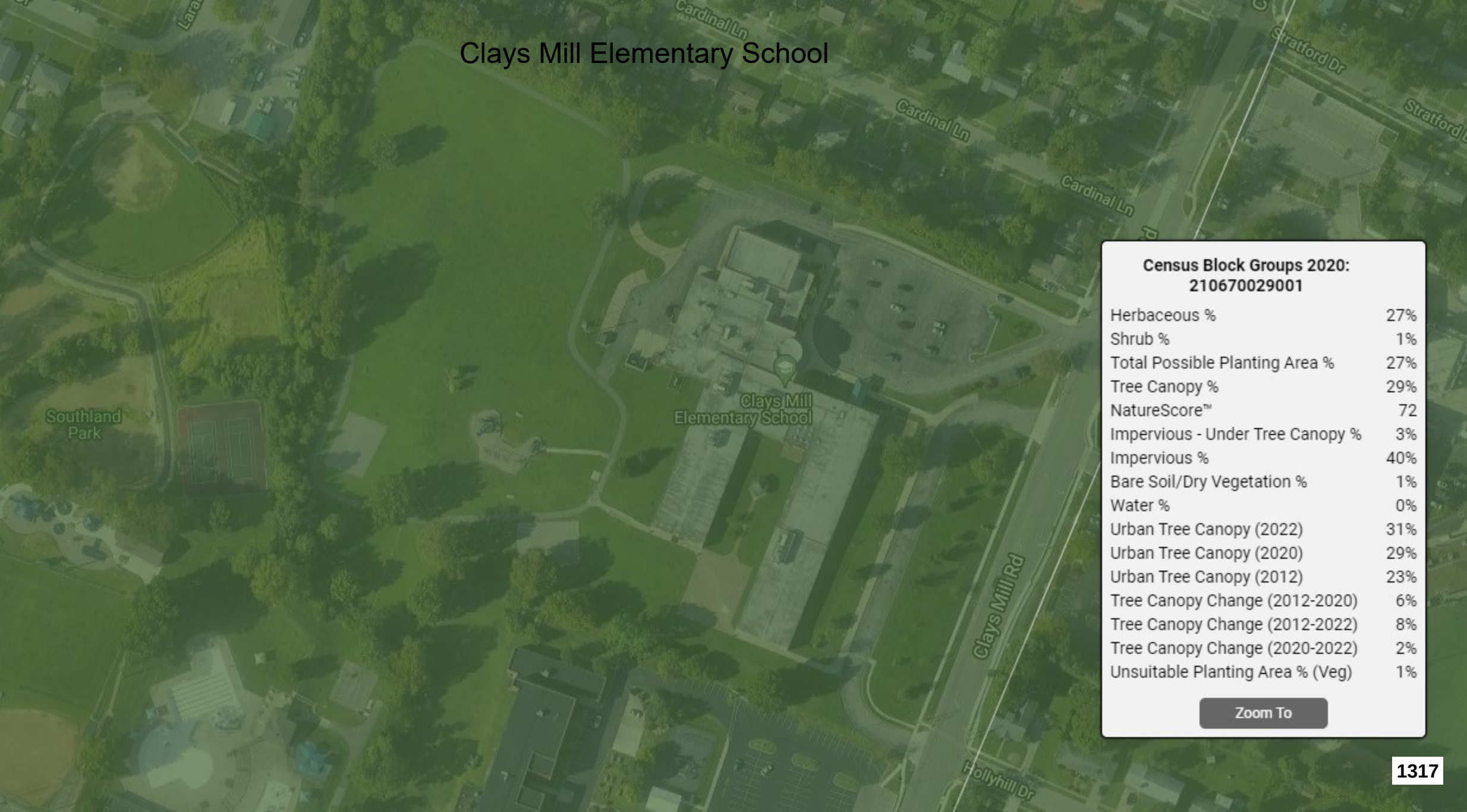
Census Block Groups 2020: 210670026005

Herbaceous %	28%
Shrub %	1%
Total Possible Planting Area %	29%
Tree Canopy %	22%
NatureScore™	79
Impervious - Under Tree Canopy %	2%
Impervious %	45%
Bare Soil/Dry Vegetation %	1%
Water %	1%
Urban Tree Canopy (2022)	24%
Urban Tree Canopy (2020)	25%
Urban Tree Canopy (2012)	23%
Tree Canopy Change (2012-2020)	2%
Tree Canopy Change (2012-2022)	0%
Tree Canopy Change (2020-2022)	-2%
Unsuitable Planting Area % (Veg)	0%

Zoom To


Waverly Park
Steamboat Rd
Steamboat Rd
Steamboat Rd
Steamboat Rd
Copperfield Dr
Waverly Park
Southmoor Park
Lexington Academy of Musical Arts
Southmoor Park
Southmoor Park
Southmoor Park
Southmoor Park
Twain Ridge Dr
Twain Ridge Dr
Twain Ridge Dr
Twain Ridge Dr
Twain Ridge Dr
Calevares Dr
Calevares Dr
Kinsail Cir
Hampton Ridge
Melford Pl
Census Block Groups 2020: 210670042052
Herbaceous % 27%
Shrub % 1%
Total Possible Planting Area % 28%
Tree Canopy % 33%
NatureScore™ 75
Impervious - Under Tree Canopy % 4%
Impervious % 35%
Bare Soil/Dry Vegetation % 0%
Water % 0%
Urban Tree Canopy (2022) 37%
Urban Tree Canopy (2020) 37%
Urban Tree Canopy (2012) 30%
Tree Canopy Change (2012-2020) 7%
Tree Canopy Change (2012-2022) 7%
Tree Canopy Change (2020-2022) 0%
Unsuitable Planting Area % (Veg) 0%
Zoom To
1316

Clays Mill Elementary School



Census Block Groups 2020: 210670029001

Herbaceous %	27%
Shrub %	1%
Total Possible Planting Area %	27%
Tree Canopy %	29%
NatureScore™	72
Impervious - Under Tree Canopy %	3%
Impervious %	40%
Bare Soil/Dry Vegetation %	1%
Water %	0%
Urban Tree Canopy (2022)	31%
Urban Tree Canopy (2020)	29%
Urban Tree Canopy (2012)	23%
Tree Canopy Change (2012-2020)	6%
Tree Canopy Change (2012-2022)	8%
Tree Canopy Change (2020-2022)	2%
Unsuitable Planting Area % (Veg)	1%

Zoom To



Census Block Groups 2020: 210670039123

Herbaceous %	30%
Shrub %	1%
Total Possible Planting Area %	31%
Tree Canopy %	17%
NatureScore™	60
Impervious - Under Tree Canopy %	1%
Impervious %	48%
Bare Soil/Dry Vegetation %	0%
Water %	2%
Urban Tree Canopy (2022)	19%
Urban Tree Canopy (2020)	17%
Urban Tree Canopy (2012)	17%
Tree Canopy Change (2012-2020)	-0%
Tree Canopy Change (2012-2022)	2%
Tree Canopy Change (2020-2022)	2%
Unsuitable Planting Area % (Veg)	0%

Zoom To

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

April 19, 2024

Lex Grow Trees
Grant Selection Committee

To Whom It May Concern,

I am sending this letter to express my support for the grant application submitted by Friends of the Parks Fayette Co. 501(c) 3, working with Trees Lexington for the Lex Grow Trees Grant in these city park locations:

- Jacobson Park
- Waverly Park
- Wolf Run Park
- Lakeside Golf Course

The Friends have submitted and Parks has reviewed preliminary planting plans for each of these city parks. We are in support of their submittal for grant funds. If awarded, staff will continue to support the Friends of the Parks working through the specific details at each location before issuing final panting approval. We always require that contractors and volunteers call 811 to locate public utilities and work with our staff to identify any private utilities. We only allow tree planting by approved LFUCG contractors and volunteers who sign waivers.

We encourage your consideration of this grant application as it supports community engagement in the park as well as improving the long term ecological health of these parks.

Monica Conrad

Monica Conrad, Director of Parks and Recreation
Lexington-Fayette Urban County Government

Cc: Chris Cooperrider, Deputy Director of Parks
Michelle Kosieniak, Superintendent of Planning & Design
Sandy Shafer, Friends of Parks
Michael Potapov, Trees Lexington
Katie Lindeman, Friends of Jacobson Park
file

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Friends of the Parks Fayette County (Clays Mill Elementary Project)

Requested Grant Amount: $4,172.00 for the Clays Mill Elementary Project

Project Elements:

1. Planting 47 Trees
2. Educational Signage
3. Tree Walks

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **78**.
- Approve the Grant Application for the **Full** amount of **$4,172.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain written approval / agreement from FCPS Grounds Maintenance prior to planting trees to ensure that they will be able to mow around them and maintain them long-term.
  2. Applicant shall obtain approval / agreement from FCPS Grounds Maintenance prior to installing tree diapers at the base of the trees.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 4,172.00

✓ The grant is approved with the following stipulations: see items #1 & #2 in the Recommendation section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/22/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Friends of Wolf Run** (Hereinafter "Organization"), with the mailing address of 639 Cardinal Lane, Lexington, Kentucky 40503.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $97,935.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Friends of Wolf Run Inc
Organization Name (Printed)

BY: [signature]
Signature

President
Title

[signature]
WITNESS SIGNATURE

GERALD WEISENFLUH
WITNESS PRINTED NAME

June 4, 2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 25, 2024 10:21 am
Browser:	Firefox 125.0 / Windows
IP Address:	192.181.130.229
Unique ID:	1218853046
Location:	38.0052, -84.423

Lex Grow Trees Grant Application

Organization information

Name of organization	Friends of Wolf Run
Street address and zip code	639 Cardinal Ln, 40503 40503
Email	friend@wolfruwnater.org
Phone	(859) 940-8234

Contact information

Contact person name	Kenneth Cooke
Contact person title	Treasurer
Contact person phone number	(859) 940-8234
Contact person email address	creekgeek4@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1pZlau8erSK09jn1Ob36OQ9QFZ1llHsS_&export=download&display=/1218853046FriendsofWolfRun_2024lexgrotreesfowrtlnagrantappv05.pdf
Project start date	Jul 01, 2024

List milestone dates	• July 1: (Immediately following grant award) Friends of Wolf Run will convene the Project Steering Committee • July 30: (within 30 days of grant award) Core program documents, materials and accounting systems will be developed by the Project Steering Committee • September 15 (within 60 days of grant award) The project steering committee will organize up to two training workshops for Tree Champions, Volunteer Advisors and Neighborhood Leaders that will cover: o Project organization and logistics o Tree Champion technical training o Site selection o LFUCG Planting Manual based quality control • September 15 - October 15, neighborhood tree ealks and participant signups with homeowners • October 15 until hard freeze, Tree ordering, delivery and installations • October 15 - December 30, Follow up inspections of installations by Tree Champions • February 1 - March 1, Spring planting campaign kickoff • March `5 - May 15, neighborhood tree walks and second round of homeowner signups • Time selected by Trees Lexington: Follow up training workshop for neighborhood leadership and Tree Champions on planting, mulching and pruning with all participants. • Repeat in Fall of 2025 if funds remain. • Final Report, December 15, 2025.
Expected completion date	Nov 30, 2025
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1mZDghksI0J2_mR0STRCsDFu0NuUhKXWq&export=download&display=/1218853046FriendsofWolfRun_fowrtreeslexbudgetdraft05.xlsx
Are you willing to accept partial funding?	Yes
List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	Wolf Run Watershed, Council Districts 11,10,3,2

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1irCp9UfII321qGIPbWOw48c2DmYKgkh0&export=download&display=/1218853046FriendsofWolfRun_picture_024.jpg
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1L20ovwy8q5vojtI17lhX118RsMavwy8w&export=download&display=/1218853046FriendsofWolfRun_prioritizationareaextractwolfrun.png
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1Vh9wfbEFj4V5oMSW4LEVN8gtk9RSlqrc&export=download&display=/1218853046FriendsofWolfRun_fowr_tl_letter_of_support_042324.pdf

FRIENDS OF WOLF RUN

Lexington KY 40503 - 859-940-8234

Dedicated to improving the habitat and water quality of our neighborhood stream.

April 24, 2024

Dear LexGrow Trees Grant Review Committee

On behalf of Friends of Wolf Run Inc., a community based group working to restore urban watersheds in Lexington, KY, I would like to provide this letter interest confirming our desire to work with Trees Lexington and neighborhood associations throughout our watershed to implement a major expansion in tree canopy contributions from private lands.

Our organization has worked with members of the project team and a number of neighborhood associations on tree planting efforts, and would like to respond to requests from LFUCG staff to help focus on reaching out to private property owners with this initiative.

We have conducted tree planting work on private lands for the past 20 years, and would like to leverage our experience working with LFUCG, understanding their administrative and grant management requirements, handling grant accounting and reimbursement processes, and providing financial services to the partnership outlined in this application.

If funded, you can count on Friends of Wolf Run and its volunteer leadership to help promote program components through our network of contacts, contractors and outreach media. This project will benefit our community and its residents by helping to provide leadership support at the neighborhood level in expanding support for urban forestry work, as well as expanding our tree coverage.
Please contact us at the numbers below if you have any questions about our support for this proposal and how we can further support the Forest Service's Urban and Community Forestry Program.

Sincerely,

Ken Cooke, Treasurer
Friends of Wolf Run Inc.
859-940-8234 (Cell)
www.WolfRunWater.org

LexGrowTrees 2024 Funding Request:
Large Trees for Private Lands:

Program Summary and Goals.
"Large Trees for Private Lands" project team consisting of:

- Friends of Wolf Run, Inc,
- Trees Lexington, Inc,
- Neighborhood association representatives
- Local nurseries
- Contracted Professional installers

Will carry out the targeted tree planting campaign, complete with neighborhood level outreach, training and education components, maintenance training and education and continued support for newly minted **"Neighborhood Tree Champions"** for each participating neighborhood.

The project will leverage

- Friends of Wolf Run grant administration and finance services,
- Trees Lexington expertise on species selection, planting suitability and volunteer training/education experience
- Street by street knowledge of participating neighborhood association leadership in getting this done.

Funds requested will be applied to

- Ordering up to 175 1.5" caliper trees from local nurseries (LFUCG Urban Forestry Program approved species). Number depends on market conditions and species selections based on actual cost.
- Contracting delivery and installation services by commercial landscapers in accordance with LFUCG Planting Manual specifications
- Trees Lexington's training, technical support materials and educational activities and
- Volunteer materials and supplies to support the work of the Neighborhood Tree Champions.

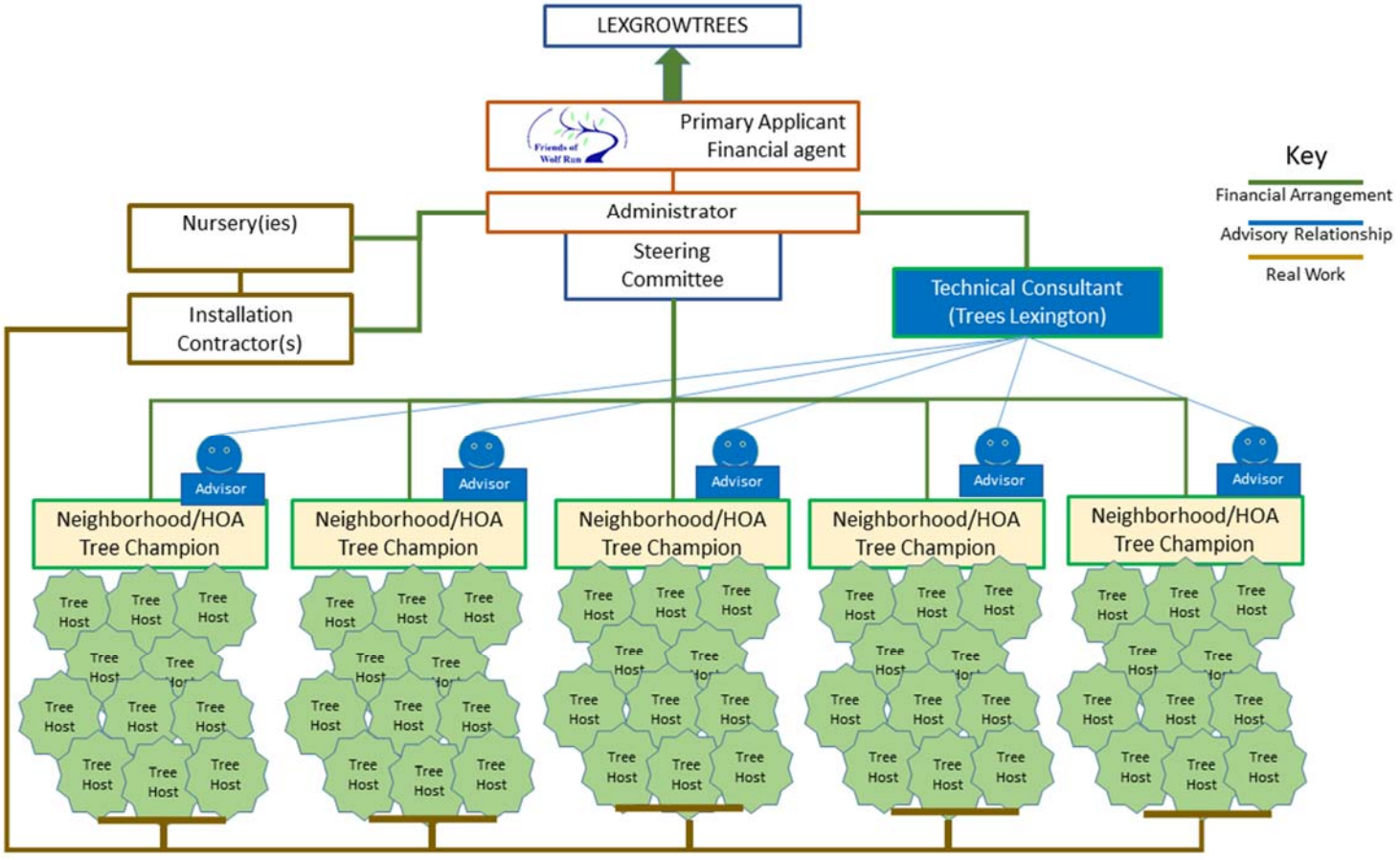
In-Kind contributions (grant match) will include volunteer administrative, outreach and training services, administrative copays or donations from property owners and wholesale discounts form nurseries and installers.

This program will focus on **high need areas** as identified in the 2022 Canopy Study in Council Districts 2, 3, 10 and 11 (Wolf Run Watershed). Even though this program focuses on the Wolf Run Watershed, our hope is the model for targeting and delivery can be applied city wide once our finance, management systems and training/education processes are tested and refined.

The project team is in a unique position to reach private lands not accessible to many government sponsored tree planting campaigns, and the larger tree format compliments distribution of smaller tree species by reaching property owners who are not likely to self-install larger trees.

Large Trees for Private Property Project Team:
Consensus based Volunteer Steering Committee composed of Project Leadership.

- **Administration and Finance:** Ken Cooke, Treasurer, Friends of Wolf Run
- **Education and Technical Support** Coordination, Michael Potapov, President, Trees Lexington
- **Cardinal Valley Neighborhood** Tree Champion: Peggy Henson
- **Hamilton Park/Westgate Neighborhood** Tree Champion, Bonnie Jacobs
- **Pine Meadow Neighborhood** Tree Champion, Lamont Noland
- **Gardenside Neighborhood** Tree Champion, Quincy Fuehne
- **Picadome Neighborhood** Tree Champion Lisa Chifalo
- **Southland Park Neighborhood** Tree Champion, Jean Watts
- **Additional neighborhood representatives** as they come forward
- **At Large Member,** Bruce Hutcheson, President, Friends of Wolf Run
- **Trees Lexington Neighborhood Advisors**
- **Contract Installers (**ex oficio members of steering committee)
- **Others interested** willing to show up at planning meetings



Plan of Work and Timeline:

- **July 1:** (Immediately following grant award) Friends of Wolf Run will convene the Project Steering Committee
- **July 30:** (within 30 days of grant award) Core program documents, materials and accounting systems will be developed by the Project Steering Committee
- **September 15** (within 60 days of grant award) The project steering committee will organize up to two training workshops for Tree Champions, Volunteer Advisors and Neighborhood Leaders that will cover:
    - Project organization and logistics
    - Tree Champion technical training
    - Site selection
    - LFUCG Planting Manual based quality control
- **September 15 – October 15,** neighborhood tree ealks and participant signups with homeowners
- **October 15 until hard freeze,** Tree ordering, delivery and installations
- **October 15 – December 30,** Follow up inspections of installations by Tree Champions
- **February 1 – March 1, Spring planting campaign kickoff**
- **March `5 – May 15, neighborhood tree walks and second round of homeowner signups**
- Time selected by Trees Lexington: Follow up training workshop for neighborhood leadership and Tree Champions on planting, mulching and pruning with all participants.
- Repeat in Fall of 2025 if funds remain.
- Final Report, December 15, 2025.

Specific Organizational Roles:

What Friends of Wolf Run will handle:

1. Primary grant application and convener of the Project Steering Committee.
2. Finance and pay expenses purchases in advance of reimbursements.
3. Provide *administrative support* for the Neighborhood Tree Champions.
4. Order the trees from the nurseries.
5. Contract with the installers for installation and delivery.
6. Insurance coverage by a $2,000,000 general liability policy through State Farm.
7. Communicate with the Tree Champion, and participating residents on installer scheduling.
8. Pay for the trees and pay the installers
9. Handle the reimbursement paperwork and grant reporting.

What Trees Lexington will handle:

1. Provide a representative for the Project Steering Committee
2. Provide technical support and training for Neighborhood Tree Champions (NTC's) to discuss trees as beneficial "utilities," evaluate planting sites, suggest appropriate tree species from an "approved" list, and evaluate tree installation quality relative to specifications through in-person and/or remote video training events.

3. Host educational tree walks in cooperation with participating neighborhoods engage residents about trees in general, discussing “right tree, right place” considerations. NTCs will be asked to encourage neighbors to attend the walks.
4. Provide support to NTCs for site specific considerations.
5. Provide planting specifications for the tree plantings.
6. Assist NTC’s in evaluating the tree plantings for compliance with specifications.
7. Provide tree maintenance instructions.
8. Offer up to four tree maintenance workshops covering the basics of watering, mulching, and young tree pruning. Printed and online reference resources will be provided for additional support and guidance.

What the Neighborhood Tree Champions (NTC’s) will do:

1. Help us **promote participation** via the neighborhood's social media, newsletter and email outlets.
2. Help us i**dentify willing participants** in their neighborhood, filling out our paper participant agreement forms.
3. **Communicate** with project coordinators when orders are received
4. **Work with Trees Lexington advisors** on site selection, species selection and maintenance guidance for the property owner.
5. Promote participation in a **neighborhood tree walk or field day**. Tree walks will be scheduled on request by the neighborhood to Trees Lexington.
6. **Check on installations** to be sure they were completed.

What the Contractor will do:

1. Pick up the tree(s) at the nursery
2. Contact Before You Dig, 811
3. Deliver the tree to the property to the spot marked by the property owner
4. Dig the hole, install the tree, mulch the tree and stake the tree per LFUCG Planting Manual Guidance.
5. The contractor will give us an alert when they will be delivering the trees. Schedule will vary based on their workload, weather and nursery details.
6. The contractor will send a printed (PDF) invoice to Friends of Wolf Run of Wolf Run Treasurer for payment

Logistics of Ordering and Installing Trees:

Tree and installation ordering will be done in manageable batches once the minimum for wholesale discounts is reached (6 – 10 trees per order)

- We can have more than 6 or 10 trees in a "batch" order.
- But that is the *minimum number* the landscaping contractors required for the wholesale discount.
- Less than that number we pay full retail for the tree, and full retail for the installation, and we don't want to do that.

"Rinse and repeat" till the money is fully expended.

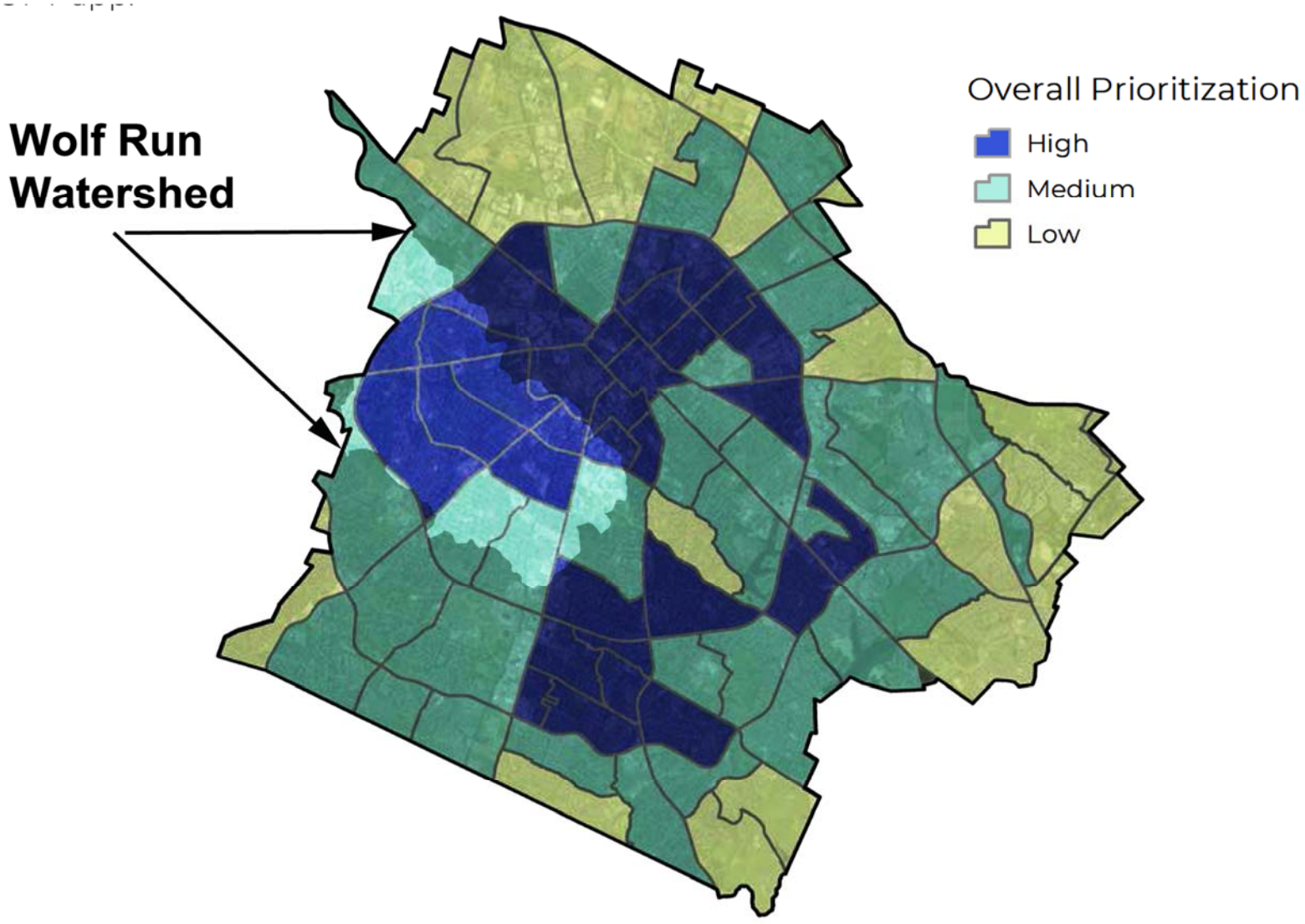
- Inevitably, after the first round of planting, others will come forward and want to participate.
- We can sign up a new "batch" order for a neighborhood as interest and funds are available.

What trees will we be offering?
We are working on that list right now with Trees Lexington and the Urban Forestry Program in consultation with area nurseries.

- The species selection will depend on site, sunlight, soils and room for the tree to grow.
- The species list will have a selection of large and medium-sized native KY hardwoods.

If a private property owner wants a smaller format tree (shrub, understory tree) we will direct them to participate in other tree distribution programs through Trees Lexington or LexGrow Trees and support their efforts to get it, but we won't be paying for professional installations from grant funds for "small" trees.

Focus Area:
We will be working within various neighborhood associations within the Wolf Run watershed, primarily in the council districts adjacent to Versailles Road, bounded by Red Mile Road and New Circle Road. Most of the area contained precincts with ***High Priority*** in the 2022 Urban Tree Canopy Study as illustrated by this map



Overall Prioritization by Census Tracts

LexGrowTrees
Large Trees for Private Lands
Budget Worksheets

Table 1: LexGrowTrees Master Budget	Grant	Match	Total
Trees	$ 31,500.00		$ 31,500.00
Contract Services Installers, Trees Lexington	$ 64,435.00	250	$ 64,685.00
Materials and Supplies	$ 1,600.00		$ 1,600.00
Volunteer Time		$ 3,575.00	$ 3,575.00
Project Coordination		$ 2,100.00	$ 2,100.00
Insurance Services		$ 750.00	$ 750.00
Facilities/Meetings	$ 400.00		$ 400.00
	$ 97,935.00	$ 6,675.00	$ 104,610.00

Table 2. Budget worksheet calculations assigned to responsibe party:

Item	Category	Description	Participant	QTY	Unit Cost	Grant Funds	In-Kind	Totals
1	Contracted Services	Development of Neighborhood Tree Champions Workshop Presentation and Curriculum	Trees Lexington	1	$ 1,200.00	$ 950.00	$ 250.00	$ 1,200.00
2	Contracted Services	NTC Training Workshops	Trees Lexington	2	$ 250.00	$ 500.00		$ 500.00
3	Materials and Supplies	Tree Walk promotional materials, handouts and supplies	Trees Lexington	8	$ 100.00	$ 800.00		$ 800.00
4	Project Coordination	Trees Lexington Primary Contact Time (Hours)	Trees Lexington	10	$ 30.00		$ 300.00	$ 300.00
5	Contracted Services	Trees Lexington Consultations with NTCs	Trees Lexington	32	$ 30.00	$ 960.00		$ 960.00
6	Volunteer Time	NTC Consulting Time	Trees Lexington	35	$ 25.00		$ 875.00	$ 875.00
7	Plant Materials	Tree Costs from area nurseries	Area Nurseries	175	$ 180.00	$ 31,500.00		$ 31,500.00
8	Contracted Services	Installation contract labor cost with licensed landscaping companies	Area Contractors	175	$ 350.00	$ 61,250.00		$ 61,250.00
9	Volunteer Time	Landowner participation/planning time	Tree Recipients	180	$ 15.00		$ 2,700.00	$ 2,700.00
10	materials and Supplies	NTC Materials and Supplies (forms, stakes, logo-identified materials)	FOWR	8	$ 100.00	$ 800.00		$ 800.00
11	Facilities Costs	Steering Committee meeting costs (Facility rental, setup, printed materials	FOWR	4	$ 100.00	$ 400.00		$ 400.00
12	Insurance	Liability Insurance (State Farm, $2,000,000	FOWR	2	$ 375.00		$ 750.00	$ 750.00
13	Project Coordination	Project Administration	FOWR	100	$ 18.00		$ 1,800.00	$ 1,800.00
14	Contracted Services	Follow up inspection field visits by Trees Lexington (random selection)	Trees lexington	15	$25	$ 375.00		$ 375.00
15	Contracted Services	Tree Maintenance Workshops by TL	Trees Lexington	4	$100	$ 400.00		$ 400.00
						$ 97,935.00	**$ 6,675.00**	**$ 104,610.00**

Table 3. Neighborhood Tree Champion materials worksheet (Line Item 10 above)

Item	Cost Each	Qty	Total
Clip board	$2.00	1	$2.00
Three Ring Binder for Materials	$3.00	1	$3.00
Paper Copy of LFUCG Planting Manual	$4.00	1	$4.00
Participant Agreement Forms	$0.11	60	$6.60
Brochures that describe the program	$0.26	50	$13.00
Tree Stakes for Marking planting Locations	$2.00	25	$50.00
NTC Logo 2 color T-Shirt, cap or vest	$15.00	1	$15.00
Sharpie Markers for marking tree stakes	$2.00	2	$4.00
			$97.60

Measurable Outcomes:

1. Number of trees planted:
Our estimate is we can place up to 175 1.5" caliper trees given funding levels requested. Market conditions could affect that number but those costs will be known and actual planting rates reported to both LexGrowTrees coordinators and project management. Since we will know the parcel addresses of each tree installed, we can collect data on survival rates at 1 and 5 year intervals.

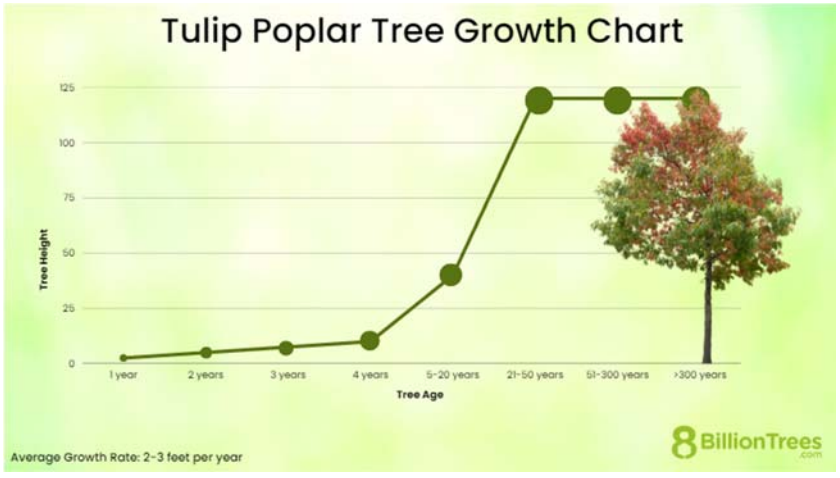
2. Tree Canopy Prediction/10 Years:
Based on generalized 10 year canopy growth for the size trees considered, trees planted should yield between 17,500 and 22,750 square feet of additional canopy in the target area after 10 years of growth mark. Tree Canopy Calculators can provide additional information on stormwater quality improvements and heat island reduction contributions.

3. Neighborhood Tree Champions Recruited and Trained:
This will be one of our most valuable outcomes, identifying, recruiting, training and supporting neighborhood level agents, working with tree experts to place and support tree health maintenance and expansion at the block by block level in residential areas. We will be starting with 8 Tree Champions, but our preliminary research indicates that multiple individuals in each neighborhood are willing to fill this important opinion leadership and advocacy role.

4. Individual Homeowners Reached:
This is a larger number of potential participants and recipients: We can touch up to 175 property owners with this program, and provide motivated interest and support through 4 planned tree maintenance workshops

5. Tree Walk Participation:
We will have sign in sheets and information regarding participation in scheduled tree walks. Contact information will be shared with LFUCG Urban Forestry Program and Trees Lexington adding to their outreach and coordination efforts.

6. Social Media, Public Outreach and Educational participation values
We will be utilizing traditional media and social media for our outreach and promotional efforts. Statistics on participation and impact will be maintained.



Right: Example Growth Rate Curve for one species showing accelerated growth rates for various starting sizes.

Wolf Run Watershed Tree Placement Participant Agreement **(Draft 02)**

Tree Host FN/LN:	
Street Address:	
Phone#	Email:
Neighborhood:	Co-Pay collected $

Tree Placement address:
Tree Species Choice:

I the undersigned check to agree:

_____To select an **appropriate site and species** for planting based on guidance from project coordinators.

_____To **allow installation contractors to enter the property** identified above to install the tree.

_____To **clearly mark the location** I want the tree to go with the provided marking stake.

_____To **water and mulch the tree** for two growing seasons to help the tree get established.

_____**To communicate** any questions, ideas, concerns or feedback to project coordinators to help improve the program.

Additional Instructions or notes:

_____ _____

Signature of Property Owner/Tree Host Date

Project Representative Name: Contact Information

Instructions:

1. Please draw a sketch for tree placement on the property on the reverse side of this form (or send a picture)
2. Provide 1 copy to Tree Host, 1 copy to Project Neighborhood Representative.
3. **Email or send a scan or "readable" cell phone picture of agreement to friend@wolfrunwater.org**
4. Friends of Wolf Run coordinators will send a notice to the Tree Host/Property Owner when installation is scheduled that includes the contractor contact info and installation time window.
5. **Any questions, concerns, comments or feedback can be provided to all parties listed above, or to friend@wolfrunwater.org or by calling 859-940-8234.**

Thank you for your willingness to help get trees in the ground and grow our tree canopy in Lexington!

Friends of Wolf Run

LEX GROW TREES Planting Roots for Tomorrow

TREES LEXINGTON!

April 23, 2024

To Whom It May Concern:

Trees Lexington is pleased to support the Lex Grow Trees grant application by Friends of Wolf Run. Trees Lexington is a 501(c)(3) nonprofit organization working to increase the tree canopy in Lexington and build community through tree education and maintenance events.

The proposed program will make a meaningful impact increasing tree canopy on private property, provide in-depth education to a group of Neighborhood Tree Champions, who will in turn help educate their neighbors, and provide tree maintenance guidance to the recipients of the trees.

To support the program, Trees Lexington will hold tree walks to help raise awareness of the value of mature canopy trees and the need to plant new trees. We will provide training for the Neighborhood Tree Champions covering tree selection and placement considerations. We will then assist them with the selection of the "right tree" for the "right place" and one-on-one consultations with the homeowners, provide planting specifications for the landscaping contractors, and assist in inspecting the tree installations to ensure they comply with the planting specifications,

After the trees are installed, Trees Lexington will hold tree maintenance workshops to help guide homeowners regarding watering, mulching, and pruning of their new trees.

Please feel free to contact me by email (michael@treeslexington.org) or phone (859-230-7584) should you have any questions or would like additional information about our support of the application.

Sincerely,

Michael Potapov
President, Board of Directors
Trees Lexington!, Inc.

April 17, 2024

To: LexGrowTrees Grant Review Committee

Greetings,

This letter is to indicate the interest and support of the Cardinal Valley Neighborhood Association (CVNA) Board of Directors for the "Large Trees on Private Property Program" funding request being submitted by Friends of Wolf Run Inc.

We cherish our trees in Cardinal Valley and recognize the need to increase the cooling, greening and beautifying tree canopy across Lexington and particularly on private properties. We have worked with Friends of Wolf Run in the past and, having reviewed their latest program proposal, find it to be pretty chill and not overly burdensome to Cardinal Valley residents in its stipulations.

We would be happy to identify a point of contact to assist with finding homes for more trees in our neighborhood. Former 11th District Councilmember Peggy Henson has volunteered to serve in that capacity.

We look forward to working with Friends of Wolf Run and their installers and tree nurseries along with other neighborhoods in our watershed.

Please let us know if you have any questions about our support for this project.

Thank you so much for this funding opportunity.

Sincerely,

Leandro "Nachie" Braga

President
Cardinal Valley Neighborhood Association
songofthecedars@gmail.com

GARDENSIDE
NEIGHBORHOOD
ASSOCIATION

To: Ken Cooke
From: Kris Goggin
Acting Vice President, Gardenside Neighborhood Association (GNA)
Re: Gardenside's Participation in LexGrow Trees Initiative
Date: April 11, 2024

On March 27,2024 the GNA Board met and one of the items discussed was the LexGrow Trees Initiative. The Board agreed to promote the program and seek a resident of Gardenside who would be willing to assume the role of Tree Champion, to act as a liaison between the interested neighbors of Gardenside, Friends of Wolf Run and LexGrow Trees. We have created a newsletter article to be published next week seeking a Tree Champion and describing the program to Gardenside residents.

On April 9th I was contacted by a Gardenside Resident who is interested in learning more about being a tree champion volunteer. Her name is Quincy Fuehne and she lives on Gettysburg Road. Her fiance', Clayton Collins, would be interested in co-volunteering with Quincy. Her contact email is qfuehne@gmail.com. I will also contact her and give her your email so that she may discuss details with you and get updates on the project.

It is our hope as a Neighborhood Association that this tree planting initiative move forward.

Southland Park Neighborhood Association
Lexington, Kentucky

Volunteers dedicated to the livability, safety, beauty and sustainability of our neighborhood around Southland Park, Lexington, Kentucky

April 15, 2024

To: LexGrowTrees Grant Revivew Committee

Greetings,

On behalf of the Southland Park Neighborhood Association I would like to inducate our support for the Trees Lexington, Friends of Wolf Run LexGrowTrees program proposal.

Southland Park Neighborhood has worked with both organizations on tree planting efforts in our area and consider them in a unique position to effectively identify and "occupy" suitable planting locations for large canopy producing trees so needed to improve our neighborhood.

We look forward to working with the project steering committee on implementing the program in our area per technical guidance from program coordinators. I will be serving as the Neighborhood Tree Champion, but we have full expectation that I will not be alone in my efforts to reach out to our neighbors to alert them of this and other opportunities to acqire, install and maintain a robust tree canopy.

Please contact me at the numbers below if you have questions about our support or what we hope to accomplish through this cooperative effort. Thank you so much for your consideration.

Sincerely,

Jean Guy Watts
Southland Park Neighborhood Assocaation
859-221-4601

Join in the conversation:
Like us on Facebook:
https://www.facebook.com/southlandparklex/

PicadomeNeighborhood.org
ASSOCIATION

neighbors creating community

April 3, 2024

Ken Cooke, Treasurer
Friends of Wolf Run
639 Cardinal
Lexington, Kentucky 40503

Dear Ken:

On behalf of the Picadome Neighborhood Association, I'd like to express our interest in partnering with the Friends of Wolf Run and Trees Lexington on a grant application to be submitted to LexGrowTrees for a project to plant trees on private residential property in Lexington. Our Board of Directors discussed this project at our March meeting and everyone was enthusiastic about this opportunity for interested residents in our neighborhood to obtain trees, as well as the optional services of a professional landscape company and assistance in identifying a suitable location for planting. We believe this model will assure the best possible outcome for the newly-planted trees.

As you know, we have lost and are continuing to lose a number of mature trees due to the Clays Mill Road widening project and the current sewer project, as well as storm damage and the age of the original trees. We anticipate that many of our neighbors will be excited about the opportunity to get new trees for a modest co-pay.

Lisa Chiffolo, our Vice President for Communication, has agreed to serve as the PNA liaison for this project, and also to serve as our representative on the Project Steering Committee. You may contact Lisa by email at lmc9839@rit.edu or by telephone at 914-409-6333.

Sincerely,

Melinda Ryles-Smith

Melinda Ryles-Smith
President

Mail: P.O. Box 8125, Lexington, KY 40533 Email: PicadomeNeighborhood@gmail.com
Website: picadomeneighborhood.org
Social Media: www.facebook.com/PicadomeNeighborhood https://www.instagram.com/picadomeneighborhood/

Hamilton Park *Neighborhood Association*

Paula Singer, President
Craig Olson, Vice President
Bonnie Jacobs, Treasurer
Mary Powell, Secretary

April 17, 2024

We are a small neighborhood of two streets, so we are delighted that Friends of Wolf Run has reached out to include us in this grant request.

Our neighbors have responded enthusiastically to getting trees that will do well in an urban environment and also to getting help with planting and site selection.

Bonnie Jacobs is willing to serve as our Neighborhood Tree Champion, keeping track of interested households. We have identified approximately 15 households interested on a street of 40 houses.

We've lost many big canopy trees over the past decade. Unfortunately, they're often not replaced. We hope that some people who've lost trees will be inspired to replant through this wonderful opportunity.

Sincerely,

Paula Singer

Paula Singer, President
Hamilton Park/Westgate Neighborhood Association
paulasinger17@icloud.com

Pine Meadows
NEIGHBORHOOD ASSOCIATION

April 17, 2024

To: LexGrowTrees Grant Review Committee

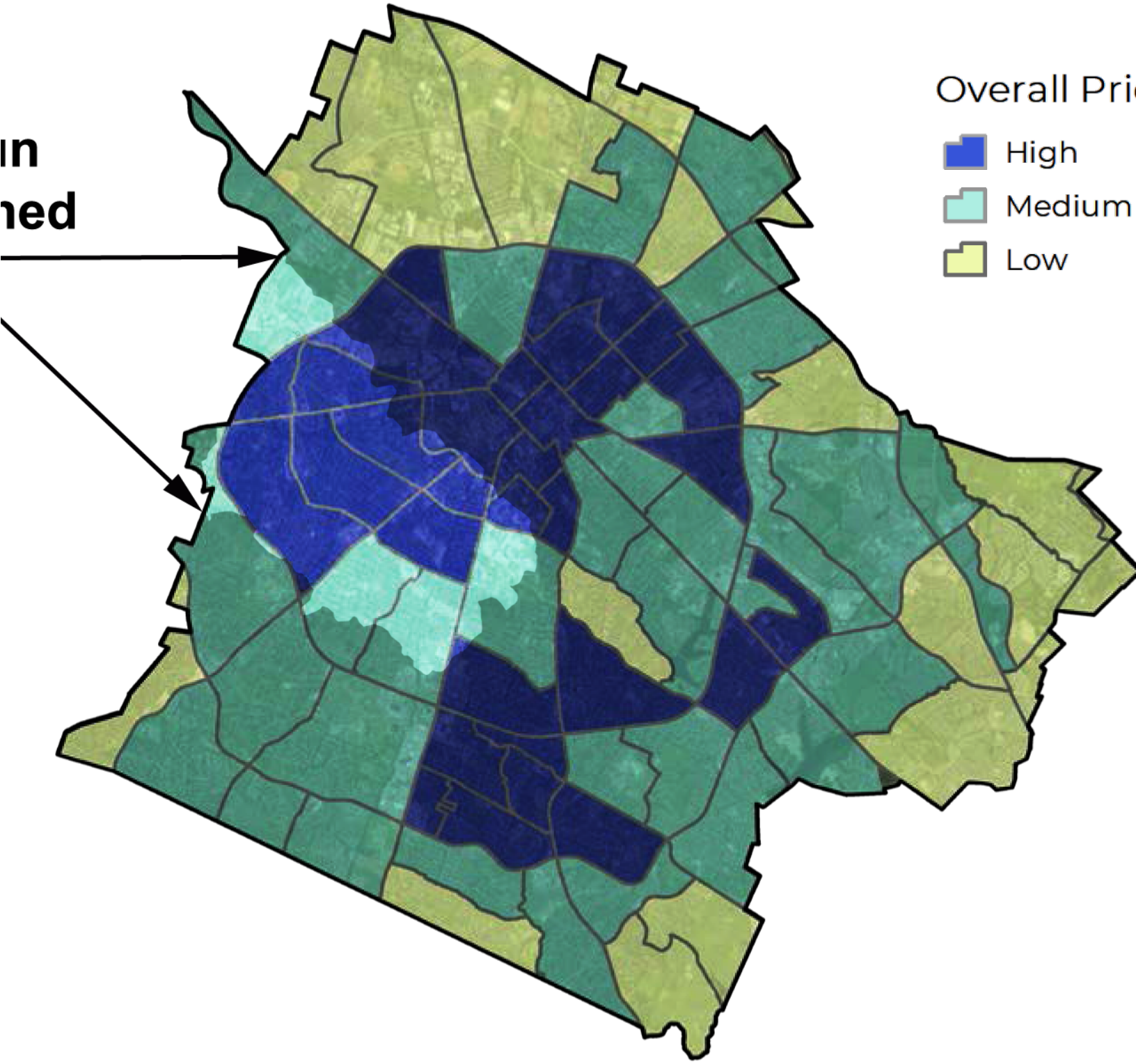
This letter indicates the interest and support of Pine Meadow Neighborhood Association leadership for the “Large Trees on Private Property Program” funding request being submitted by Friends of Wolf Run.

We already have a contact person to assist with getting the word out about the opportunity and help coordinate the planting of trees. We look forward to working with Friends of Wolf Run, Trees Lexington, the installers and nurseries, and other neighborhoods in our watershed.

Thank you for this funding opportunity. Please let us know if you have any questions about our support for this project.

David Roux
PRESIDENT





Overall Prioritization by Census Tracts

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Friends of Wolf Run

Requested Grant Amount: $97,935.00

Project Elements:

1. Targeted Tree Planting Campaign
2. Training Workshops to Develop Neighborhood Tree Champions
3. Tree Walks
4. Maintenance Training

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **88**.
- Approve the Grant Application for the **Full** amount of **$97,935.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
  2. Applicant shall provide the Council Districts for each Neighborhood Tree Champion in their final report.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

_✓_____The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

_✓_____The application has been scored and is deemed worthy of funding this granting cycle.

_✓_____The grant application is approved in the amount of: $ 97,935.00

✓ The grant is approved with the following stipulations: see items #1-#2 in the Recommendation Section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/31/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Hartland Homeowners Association** (Hereinafter "Organization"), with the mailing address of 4910 Hartland Parkway, Lexington, Kentucky 40515.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $76,785.20 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Hartland Homeowners Association
Organization Name (Printed)

BY: [signature]
Signature

HHA Secretary - 2024
Title

[signature]
WITNESS SIGNATURE

April D Thompson
WITNESS PRINTED NAME

06-07-24
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 26, 2024 1:46 pm
Browser:	Firefox 124.0 / Windows
IP Address:	107.10.160.111
Unique ID:	1219387225
Location:	38.0052, -84.423

Lex Grow Trees Grant Application

Organization information

Name of organization	Hartland Homeowners Association
Street address and zip code	4910 Hartland Parkway 40515
Email	hartland@qx.net
Phone	(859) 272-2033

Contact information

Contact person name	Lisa Richardson
Contact person title	Hartland Homeowners Association Board od Diretors
Contact person phone number	(859) 312-8978
Contact person email address	hartlandwebsite@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1f_-8hHC4O6T1xVxkZxxjjJKDyTgtcxBo&export=download&display=/1219387225HartlandHomeownersAssociation_hartland_urban_forest_final__print_actual_size.pdf
Project start date	Oct 01, 2024
List milestone dates	10/01/2024,11/1/2024,4/1/204,4/26/2024,10/31/2025
Expected completion date	Oct 31, 2025
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=15WNtV3odtWH2ZOd-kftDNX4jsa6c2WHD&export=download&display=/1219387225HartlandHomeownersAssociation_landscapers_paradise_proposal__hha_42524_final.pdf
Are you willing to accept partial funding?	Yes
List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	Hartland subdivision, in Council District 12. Our project will impact the entire neighborhood. Please see project document for maps showing where each of the five phases will have an impact on our tree canopy.

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=10sctspgf_6bCBe8O9IfMYR2PZR2JSnl3&export=download&display=/1219387225HartlandHomeownersAssociation_hartland_urban_forest_final__print_actual_size.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=19HDrx6LdrpjziOLBegD7qKlNL_NzCYyD&export=download&display=/1219387225HartlandHomeownersAssociation_hartland_urban_forest_final__print_actual_size.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=13g-hAY1Fmbeabm8474Jm62p2zg6xofwE&export=download&display=/1219387225HartlandHomeownersAssociation_hartland_letter_of_recommendation_for_lex_grow_trees_grant.pdf

LEXINGTON
12th District Office of Councilmember Kathy Plomin

Dear Committee Members,

I am writing in recommendation for the Hartland Homeowner's Association funding request to Lex Grow Trees for their Growing Together project.
The Hartland HOA has played a pivotal role in caring for their neighborhood's tree canopy for many years. During my time in office, I have witnessed the association support their neighborhood and all of its residents, particularly as it pertains to their tree canopy that is vibrant and notable. Due to weather events and other issues, they have recently put a lot of money and effort toward protecting and maintaining their tree canopy.

The HOA's past efforts and future plans for their tree canopy is important not only for the neighborhood, but for all nearby neighborhoods as well. While the neighborhood may not be in a nature deficient area as defined in the 2022 Tree Canopy Assessment Report, many nearby neighbors enjoy Hartland Park and the abundant tree canopy, particularly those in Council District 8 and 7, some of which have the highest rates of asthma by census tract and are low socio-economic areas.

The Growing Together project would fund noteworthy programs for the community such as the Street Tree Initiative that supports eligible homeowners who demonstrate financial need or other circumstances with maintenance or replacement. Additionally, the neighborhood Arbor Day event would bring neighbors together across generations and provide education on the importance of trees to our ecosystem. These are important programs that would thrive under the leadership of the Hartland Neighborhood Association.

The investment of $100,000 will be well spent with the Hartland HOA's project. I ask that you please give their submittal your serious consideration. Thank you to all serving on the Lex Grow Trees Committee for your dedication and work on behalf of Lexington.

Best,

Kathy Plomin

Kathy Plomin
LFUCG 12th District Councilmember



GROWING TOGETHER

Trees for a New Generation

Hartland Homeowners Association
4910 Hartland Parkway
Lexington, KY 40515

(859) 272-2033 or hartland@qx.net

BACKGROUND

Hartland is a vibrant, multigenerational neighborhood known for its mature trees and abundant, casual landscaping. It includes 972 homes whose owners enjoy large common public areas landscaped with a variety of trees, bushes, and perennials. Roadway corridors are shaded by a beautiful tree canopy from mature street trees that were planted 30-40 years ago as the neighborhood was developed. Trees are central to our identity.

Hartland is a unique community whose residents span generations. Many original homeowners continue to reside in the neighborhood. Dozens of their adult children have moved back to Hartland to raise families of their own. This program, **Growing Together: Trees for a New Generation**, has been developed to foster communion between younger and older residents as they share in the restoration, maintenance, and growth of our beautiful urban forest.

Over the past year, Hartland experienced several large storms that severely impacted its tree canopy. These storms resulted in more than 50 trees being blown over, as well as dozens more with severed limbs; cleanup costs in 2023 exceeded $77,000. As our weather patterns become increasingly unpredictable and tumultuous, the tree canopy continues to be at risk.



(Left) One of the diseased pear trees on the property that split during a spring storm in 2023.

(Right) Our younger Hartland residents helping to clean up downed limbs.





In 2023, Hartland began working with Landscape Architect Mark Yanik and Certified Arborist John Saylor to identify issues and opportunities to enhance and restore the landscape. Their study concluded that many of the 1,000+ trees maintained by the Hartland Homeowners Association (HHA) and a good portion of the ~ 1,500 street trees maintained by homeowners are nearing the end of their expected lifespan for urban trees. Accordingly, the HHA has taken proactive measures to remove dead and diseased trees in high traffic areas to guard against the risk of hazard to its residents and guests.

Hartland finds itself in the challenging position of balancing its financial resources, continuing necessary maintenance, replacing trees lost in 2023 to weather and old age, and expanding its tree canopy to provide shade, increase biodiversity, reduce storm water runoff, and provide screening.

The HHA very much appreciates the opportunity to apply for this exciting grant opportunity and we are looking forward to growing our partnerships with LFUCG's Division of Environmental Resources, our neighborhood volunteers, and professionals, all working collectively to enhance, restore and promote the long term multi-generational health and vitality of our urban forest.

GROWING TOGETHER
Trees for a New Generation

OBJECTIVES

Growing Together: Trees for a New Generation is an initiative intended to restore and increase our beautiful urban forest. Our goal of planting 284 trees will be met through three projects, discussed more thoroughly in the following pages of this document.

These projects enhance and expand the urban forest and provide several avenues for community education and engagement, while aiding some of our more vulnerable community members with financial assistance for new street trees.

The program provides a unique opportunity to engage every generation of the Hartland community through the shared goal of urban reforestation.

Area 1, street tree right of way(s) for the Hartland subdivision.



SCOPE OF WORK

There are three projects within the **Growing Together: Trees for New Generation** initiative that will result in 284 trees being added to Hartland. The three projects are discussed in greater detail on the following pages.

1. **Hartland Street Tree Initiative:** Developed to assist eligible homeowners who demonstrate financial need, physical disability, or extenuating circumstances in the maintenance or replacement of second-generation trees in street easements.
2. **Common Area / Rainwater Basin Planting:** Intended to plant second-generation shade trees in Hartland common areas, including over three miles of HHA maintained public roadway medians, with a strong focus on our rainwater basins.
3. **Hartland Arbor Day Event:** Crafted as a cross-generational event for community engagement and education on the importance of trees to our ecosystem, as well as providing practical experience identifying, planting, and maintaining trees.

GROWING TOGETHER
Trees for a New Generation

PROJECT: Hartland Street Tree Initiative

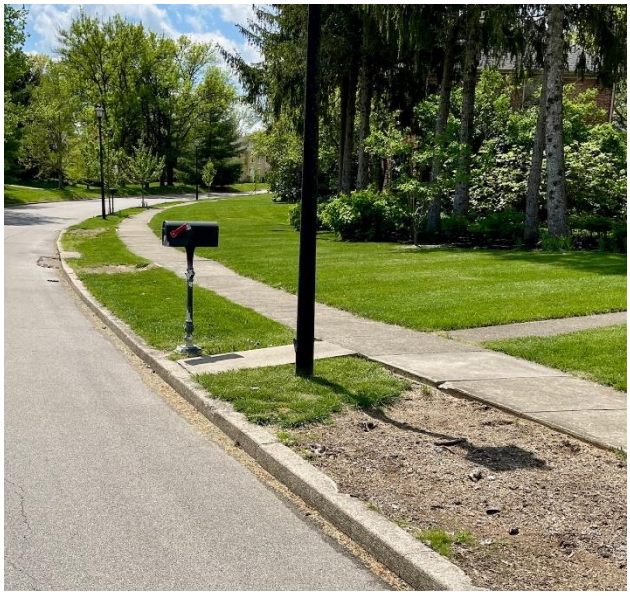
When Hartland was developed, the main arteries of the neighborhood were planted with Pin Oak trees in the public right of way easement. Many side streets were also developed with a monoculture of trees, many of which are no longer accepted under the LFUCG Street Tree Guidelines. Several side streets were not developed to include any street trees. Hartland was planted very heavily with Ash, Pin Oak and Bradford Pears, nearly all of which are in a state of decline or are invasive.

The **Hartland Street Tree Initiative** was developed to restore and expand Hartland's tree canopy by assisting residents in need with planting second-generation street trees. Specifically:

1. providing trees that are appropriate for the planting location,
2. assisting the homeowner with planting the trees, and
3. performing tree maintenance for residents with physical disabilities.

The program is open to homeowners who request assistance based on financial need, disability, or extenuating circumstances; the homeowner may be asked to provide supporting documentation to confirm eligibility. The homeowner must occupy the Hartland property and is responsible for ongoing maintenance of the new trees.

Homeowners requesting assistance must complete a formal application in October 2024. Once an application is approved, the homeowner will be placed on the Street Tree list in the order in which their application was received. The HHA will work with the homeowner to determine the species and location of their tree(s). Participation is strictly voluntary. Initially, the HHA will subsidize one tree for each approved application; additional trees may be funded depending on the number of applications approved.



This homeowner recently lost 3 very large pin oak street trees and not yet had the opportunity and/or resources to replace them. This homeowner has lived in this home for over 30 years and may well qualify for our street tree funding program.

Budget: $27,690 of the $99,166 for the entire initiative

- $27,690 - Purchase and planting of 40 LFUCG approved street trees
- $547 - Purchase of slow watering bags for each tree (HHA funded)

Project Schedule:

- Application window - October 2024
- Planting of new trees – November 2024

GROWING TOGETHER
Trees for a New Generation

PROJECT: Common Area and Rainwater Basin Planting

The second feature of **Growing Together: Trees for a New Generation**, involves expanding the urban forest in Hartland s common areas, focusing on areas that have suffered mature tree loss due to storm damage, age, or disease, as well as open water basins throughout the neighborhood. These common areas, including over 3 miles of HHA maintained public roadway easements, medians, and rainwater basins, serve as important urban forests, providing a dynamic ecosystem that helps filter air and water, control storm water, conserve energy, provide wildlife habitat, shade, and natural beauty.

These areas are critical for providing beautiful, shaded recreation areas to Hartland residents and the general public who access Hartland facilities. Activities located in these areas help strengthen a strong sense of neighborhood fellowship while adding economic value to the neighborhood and ecological value to the larger Fayette County community.

Landscape Architect Mark Yanik surveyed Hartland common areas to identify opportunities for growth and expansion of the tree canopy. The focal areas for planting include two HHA maintained rainwater basins, known as Area 2 (Castle Lawn) and Area 3 (Golden Oak).



Area 2: Castle Lawn rainwater basin.



Area 2, an HHA maintained detention basin, has always been devoid of trees. Adding 10 water loving trees will certainly have a very positive environmental impact.

These plantings will help increase the urban forest canopy as trees were never planted in these basins. Additional benefits will include reduction of stormwater runoff, carbon storage, and creation of wildlife habitats.

The HHA hopes that this can be a steppingstone in the transformation of the mowed grass basins into wildflower meadows to make an even greater impact. By reducing ongoing maintenance costs, the HHA can redirect those funds towards future tree planting or ongoing tree maintenance projects.

GROWING TOGETHER
Trees for a New Generation

Area 3, the HHA maintained detention basin on Golden Oak Drive, will also receive 10 water loving trees. This is the first step to larger stormwater quality improvement projects.





This initiative also includes **HHA maintained public greenspaces** i.e., medians on roadway corridors, and park spaces. Below are pictures of Area 4, an HHA maintained greenspace behind the clubhouse and pool, near the LFUCG pump station.



Steep grades lead down to the stream on HHA maintained property. The stream resides in and receives storm water from the adjoining horse farm. This is a fantastic opportunity to replace 35 recently fallen trees with native species that will enhance and improve this important riparian buffer and improve the storm water quality before it leaves the Hartland neighborhood.

Special focus will be on planting trees along the steep riverbank around the LFUCG pump station at the back of the clubhouse grounds that is maintained by the HHA; see pictures below. The focus is on preservation of soils, reduced soil run-off, reducing stormwater runoff, increasing biodiversity and habitat.







Second generation trees are also proposed in bare locations where trees have come down over the years within the Hartland Parkway and Kenesaw medians, known hereafter as Area 5.

These next generation trees are proposed near existing trees that in decline so that when the tree does completely die and must be removed, there will already be another tree that has already had time to grow to offset (and ideally replace) the dead trees' canopy loss and then some.





(LEFT)
Wide medians on Hartland Parkway where non-native trees have passed offer fantastic future home sites for large majestic native oak trees.

(RIGHT)
Replacing fallen trees and planting new ones now to offset trees in decline is the name of the game. Here we have already lost 2 ash trees with the remainder of the bunch in decline.



Budget: $66,476 of the total initiative cost of $99,166

- Purchase and planting of LFUCG approved trees
- Purchase of slow watering bags for each tree planted (HHA funded)

Breakdown of trees (see attached quote for more detail):

- $6,923 for 10 trees in Area 2
- $6,923 for 10 trees in Area 3
- $20,022 for 52 trees in Area 4
- $15,230 for 22 trees in Area 5
- $1,032 for slow watering bags for each tree planted (HHA funded)
- $17,381 for landscape company to refill watering bags, 1 growing season

Project Schedule:

- Planting of new trees – October 1 through November 30, 2024

GROWING TOGETHER
Trees for a New Generation

PROJECT: Common Area and Rainwater Basin Planting (continued)

Landscapers Paradise, LLC

Greg Spivey
Owner

3705 N Cleveland Road
Lexington, KY 40516
859-299-3555
gregspivey@hotmail.com

Proposal:
Hartland Tree Planting Project

The Hartland Homeowners Association
Date: 4-25-24

The following is a proposal to provide and install trees at priority planting sites within the Hartland Neighborhood as outlined in the grant application.

1. Area #1: Hartland Street Tree Program

10 Wildfire Blackgum 2.5" Cal. @ $650 ea. = $6,500
10 Swamp White Oak 2.5" Cal. @ $650 ea. = $6,500
10 Yellowwood trees 2.5" Cal. @ $650 ea. = $6,500
10 Ginkgo Autumn Gold 2.5" Cal @ $650 ea. = $6,500
* Utility locate for each 35 properties is included in the prices above.
* All trees to be located and installed at the same time.

Area 1 SubTotal = $26,000
Tax: $1,690
Area 1 Grand Total: $27,690

2. Area #2: Detention Basin - Castlelawn

3 Exclamation London Plane Trees 2.5" Cal. @ $650 ea. = $1,950
5 Bald Cypress 2.5" Cal. @ $650 ea. = $3,250
2 Wildfire Blackgum HOA Street Trees 2.5" Cal. @ $650 ea. = $1,300

Area 2 SubTotal = $6,500
Tax: $422.5
Area 2 Grand Total: $6,922.5

3. Area #3: Detention Basin - Golden Oak Drive

5 Swamp White Oak Trees 2.5" Cal. @ $650 ea. = $3,250
5 Bald Cypress 2.5" Cal. @ $650 ea. = $3,250

Area 3 SubTotal = $6,500
Tax: $422.5
Area 3 Grand Total: $6,922.5



GROWING TOGETHER
Trees for a New Generation

4. Area #4: Clubhouse Grounds with concentration in the Riparian stream buffer & steep slope transition areas.

3 Hickory Trees 2.5" Cal. @ $650 ea. = $1,950
5 Bald Cypress 2.5" Cal. @ $650 ea. = $3250
1 Yellow Buckeye Trees 2.5" Cal. @ 650 ea. = $650
7 October Glory Maple Trees 2.5" Cal. @ $650 ea.= $4,550
7 Brackenbrown Magnolia Trees 8' Ht. @ $650 ea. = $4,550
1 Exclamation Plane Tree 2.5" Ht. @ $650 ea. = $650
2 Sawtooth Oak 2.5" Cal. @ $650 ea. = $1,300
1 Catalpa Tree 2.5" Cal. @ $650 ea = $650
25 Pawpaw Trees 3 Gal' @ $50 ea. = $1,250

Area 4 SubTotal = $18,800
Tax: $1,222
Area 4 Grand Total = $20,022

5. Area #5 Primary Roadway Medians (Hartland Parkway & Kenesaw Dr.)

5 Swamp White Oak Trees 2.5" Cal. @ $650 ea. = $3,250
5 Yellowwood Trees 2.5" Cal. @ $650 ea. = $3,250
5 Ginkgo Autumn Gold Trees 2.5" Cal. @ $650 ea. = $3,250
7 Wildfire Blackgum Trees 2.5" Ca. @ $650 ea. = $4,550

Area 5 total = $14,300
Tax: $929
Area 5 Grand Total = $15,229.5

Total number of 2.5" and 8' Ht. Trees to be installed = 112
Total number of pawpaw trees: 38
Grand total number of trees 150

6. Tree Watering all 68 HOA Maintained trees (Areas 2-5) installed above:

Total Tree Watering Cost for one growing season (68 trees x 12 tree watering events x $20 = $16,320 + $1,060 tax = $17,380.80

Project Grand Total = $94,166

PROJECT: Hartland Arbor Day Event

This neighborhood-wide event is designed to increase awareness of the urban forest through games, hands-on experience, and practical demonstrations by experts. Activities will include the following:

1. **Tree planting workshop:** An arborist will provide a short overview on how to plant and maintain young trees. At the conclusion of the workshop, 150 saplings will be given to families to take home and nurture.
2. **Creation and dedication of Hartland's mini forest:** Starting with a brief introduction to a selection of the common trees in Kentucky, this hands-on activity lead by experts will create a small, wooded area near the Hartland playground with 5-6 new trees being planted by the attendees. Participants will receive educational materials that reinforce correct tree placement, proper tree maintenance, and the ongoing benefits from trees.
3. **Art contest for neighborhood children:** Hartland children and grandchildren will be encouraged to create tree-themed art. Their work will be displayed at the Arbor Day event; winning entries will be framed/mounted and displayed in the Hartland clubhouse and on the website (hartlandoflexington.com).
4. **Educational (and fun!) games:** The event will include several games for participants:
    a. Treevia, where teams pool their knowledge to compete against each other in an educational and fun game of trivia.
    b. A scavenger hunt where participants scour the grounds to find trees matching the leafy clues provided them at the beginning of the hunt. With the variety of trees on the grounds, the children will be able to identify several species.
    c. Forestry crafts that include bark rubbings where participants compare the textures of the bark of multiple trees and the creation of a tree collage where the trunk and branches are formed by tracing their hand on colored paper.

Budget: $5,000 of the $99,166 for the entire initiative

- $2,000 for the purchase of 5-6 small, LFUCG approved trees for the mini forest
- $1,500 for the purchase of the small saplings for families to plant at home
- $500 to frame/mount winning entries in the art contest for a temporary display in the clubhouse to pique the interest of visitors and expand the educational reach of the event
- $500 for guest lecturer
- $300 for craft materials
- $200 for refreshments

Project Schedule:

- Art contest – April 2025
- Arbor Day event – April 26, 2025

GROWING TOGETHER
Trees for a New Generation

Landscapers Paradise, LLC

Greg Spivey
Owner

3705 N Cleveland Road
Lexington, KY 40516
859-299-3555
gregspivey@hotmail.com

Proposal:
Hartland Tree Planting Project

The Hartland Homeowners Association
Date: 4-25-24

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Area 2 Grand Total: $6,922.5

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Area 3 Grand Total: $6,922.5

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Total Tree Watering Cost for one growing season (68 trees x 12 tree watering events x $20 = $16,320 + $1,060 tax = $17,380.80

Project Grand Total = $94,166

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Hartland Homeowners Association

Requested Grant Amount: $94,166.00

Project Elements:

1. Hartland Street Tree Initiative
2. Common Area / Rainwater Basin Planting
3. Hartland Arbor Day Event

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **80.5**.
- Approve the Grant Application for the **Partial** amount of **$76,785.20**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
  2. Grant funds shall not be allocated to or used for watering trees during the first year after planting.
  3. No individual project area shall be planted with more than 25% blackgum.
  4. Applicant shall work with DES and DWQ to determine exact planting locations in areas #2, #3, and #4.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 76,785.20

✓ The grant is approved with the following stipulations: see items #1-#4 in the Recommendation section above

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/31/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Pensacola Park Neighborhood Association** (Hereinafter "Organization"), with the mailing address of 143 Goodrich Avenue, Lexington, Kentucky 40503.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $6,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Pensacola Perfect Weight Orchard Association
Organization Name (Printed)

BY: _____
Signature

Director
Title

Robin Lindsay
WITNESS SIGNATURE

Robin Lindsay
WITNESS PRINTED NAME

05-JUN-2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 9, 2024 8:19 am
Browser:	Firefox 124.0 / Windows
IP Address:	66.115.181.223
Unique ID:	1213115116
Location:	33.8743, -84.4653

Lex Grow Trees Grant Application

Organization information

Name of organization	Pensacola Park Neighborhood Association
Street address and zip code	143 Goodrich Ave 40503
Email	pensacolapark@gmail.com
Phone	(859) 492-2954

Contact information

Contact person name	François Pomerleau
Contact person title	Director
Contact person phone number	(859) 492-2954
Contact person email address	pensacolapark@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1w6NKLYLflMGzlhbxmI-yEKYyesPqhdqt&export=download&display=/1213115116PensacolaParkNeighborhoodAssociation_156059812_PensacolaParkLexGrowApp.pdf
Project start date	Apr 05, 2024
List milestone dates	spring 2024, fall 2024, spring 2025, fall 2025 (planting seasons)
Expected completion date	Nov 15, 2025
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1mG_DVRHI4Ryh8s_EKOYW_ISIkHEpM9HH&export=download&display=/1213115116PensacolaParkNeighborhoodAssociation_156060575_PensacolaParkLexGrowApp_Budget.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	This project is for the entire neighborhood of Pensacola Park Historic Overlay District in Council District 10. The neighborhood is bounded by Suburban Court on the north, Goodrich Avenue on the south, Nicholasville Road on the east, and the Norfolk Southern Railway on the west. It includes all of: Goodrich Avenue, Lackawanna Road, Norfolk Drive, Penmoken Park, Pensacola Park, Suburban Court, and Wabash Drive; 1801-1909 (odd only) Nicholasville Road; and 108-199 Rosemont Garden

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=138SMC4OVgMVMdLarYrHaEA7k_m32bIeP&export=download&display=/1213115116PensacolaParkNeighborhoodAssociation_156060675_PensacolaParkLexGrowApp_Photos.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1MbPASM0KVdLZaA2SI_YEkxoYTeBwx6aG&export=download&display=/1213115116PensacolaParkNeighborhoodAssociation_156060679_PensacolaParkBoundaryMap.jpg
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1J65N-75Rj5l4TusNvUxL6RBX9mNc6D1s&export=download&display=/1213115116PensacolaParkNeighborhoodAssociation_156060885_PensacolaParkLexGrowApp_SupportingDocs.pdf

Pensacola Park Neighborhood Association

Lex Grow Trees Grant Application

April 5, 2024

Contact:
Pensacola Park Neighborhood Association
François Pomerleau, Director
143 Goodrich Ave, Lexington, KY 40503
859-492-2954
pensacolapark@gmail.com
http://www.pensacolapark.org

Summary

As a century-old neighborhood, Pensacola Park is blessed with many mature trees, but we are regularly losing those trees to age, weather, and disease, so tree planting is an ongoing primary project of the Pensacola Park Neighborhood Association (PPNA). Our goal is to counter the losses and increase our tree canopy. We have assembled a volunteer team of tree stewards, landscapers, and environmentalists[1] who so far have planted 47 trees in the neighborhood since 2019. For the coming year, we want to continue identifying neighborhood homes that lack trees and offer them a free tree. A Lex Grow Trees grant would allow us to purchase enough trees to increase our neighborhood tree canopy by 7% by September 2025, and allow us another opportunity to communicate with residents about the benefits and care of trees.

[1] Volunteer PPNA Tree partners: Studio Jesse James Architects; Matt Gooding Construction; Glenn Young Nursery; Landscapers Paradise; Candice Wallace, Principal Research Scientist, Kentucky Transportation Center.

Background

Pensacola Park is a historic (H1-overlay) neighborhood of 420 homes in Lexington, bounded by Suburban Court on the north, Goodrich Avenue on the south, Nicholasville Road on the east, and the Norfolk Southern Railway on the west. It was developed in the early 20th century as a suburb for working-class Lexingtonians, and it remains a working-class neighborhood today. According to the "Lexington Area 2050 Metropolitan Transportation Plan,"[2] Rosemont Garden and Suburban Court are included in an "area of persistent poverty" and a "historically disadvantaged community". The remaining streets in the neighborhood are a mix of lower and higher value homes, owner-occupied and rentals, with many elderly residents.

PPNA was formed under our 501(c)(3) organization, the Pensacola Park Preservation Society, in 2018 to bring together residents and businesses located in the neighborhood to preserve its historic integrity, promote sustainable and appropriate growth, and provide education and assistance for the preservation and rehabilitation of historic homes, structures, and landscapes.

We recognize that trees are an important part of the history of our neighborhood. We made the sycamore leaf part of the neighborhood logo in honor of the iconic sycamore tree at the end of Goodrich Avenue. Homeowners and neighbors alike are saddened when our oldest trees succumb to age and must be taken down. With our preservation mission, it is incumbent on us to care for our trees and re-plant new ones for our future neighbors. We envision our old homes on tree-lined streets, with native gardens and backyard wildlife oases, where every resident enjoys the benefits that nature brings to themselves and the community, now and for years to come.

Scope of Work

Site Selection

- A PPNA tree team will assess the neighborhood's tree canopy and identify which homes are in greatest need of trees. Broadly speaking, Suburban Court, part of Rosemont Garden, much of Pensacola Drive, and Penmoken Park have already been identified to be in greatest need.
- Homeowners with the greatest need for trees will be given the first opportunity to receive a free tree.
- If we still have trees available after approaching the targeted homes, we will offer those to the remaining neighborhood.

Site Preparation

- Homeowners are responsible for obtaining and showing proof of city permit for street trees (when applicable).
- Homeowners will coordinate safe digging with 8-1-1.

[2] Lexington Area Metropolitan Planning Organization, p. 92-94. https://lexareampo.org/wp-content/uploads/2024/03/MTP-2050_FINAL-Draft.pdf

- Homeowners are responsible for digging a 24” wide x 18” deep planting hole if they are physically able. The tree-planting team will make any necessary adjustments to accommodate the root ball after it is on site.

Tree Selection and Planting

- The team will provide homeowners with a list of non-invasive species to choose from, with guidance about which species are suited for problem spaces such as under power lines, around black walnut trees, shade, etc.
- The team will coordinate with local nurseries to purchase and pick up the tree, deliver it to the site, and plant and mulch around it.

Maintenance and Monitoring

- The team will educate homeowners about watering, pruning, and caring for the trees. After planting day, the team will be available to help with further questions.

Community Engagement

- PPNA regularly distributes printed newsletters and flyers to every home in the neighborhood, as well as maintaining an email list, a website, and a Facebook group. We often include articles about gardening and tree care, and reminders as needed about watering during drought periods.
- Periodically, PPNA invites arborists (such as Trees Lex) to walk the neighborhood with residents to discuss tree maintenance and care, and to answer questions.

Timeline

- Tree acquisition and planting: until grant funds are exhausted; planting generally limited to spring and fall.

Budget

- Total estimated cost: $6,000 for approximately thirty 1.5” minimum caliper trees and mulch. Labor is all in-kind.

Community Objectives

Environmental Improvement

- Mitigate carbon dioxide. Especially important in our neighborhood that is surrounded by one of Lexington’s most-heavily traveled streets (Nicholasville Road), a busy commercial corridor (Southland Drive), and a busy railway.
- Absorb heat. Our old houses are sited close together with small front yards, offering less space for the cooling effect of lawns. We need to maximize vertical green space.
- Provide more shade, reducing air conditioning needs.
- Reduce water evaporating from ground plantings.

- Filter stormwater runoff into Wolf Run Watershed.
- Support urban wildlife.
- Beautification of the neighborhood.

Health and Well-being

- Improve air quality for better respiratory health.
- Increase green space, which can enhance mental well-being, and encourage people to spend more time outdoors which can improve physical well-being.
- Provide shade, reducing the risk of skin cancer.

Social Cohesion

- Strengthen neighborhood bonds through working with neighbors and community partners on a collaborative project.
- Foster environmental stewardship among residents, particularly if they choose their preferred tree species and participate in planting.

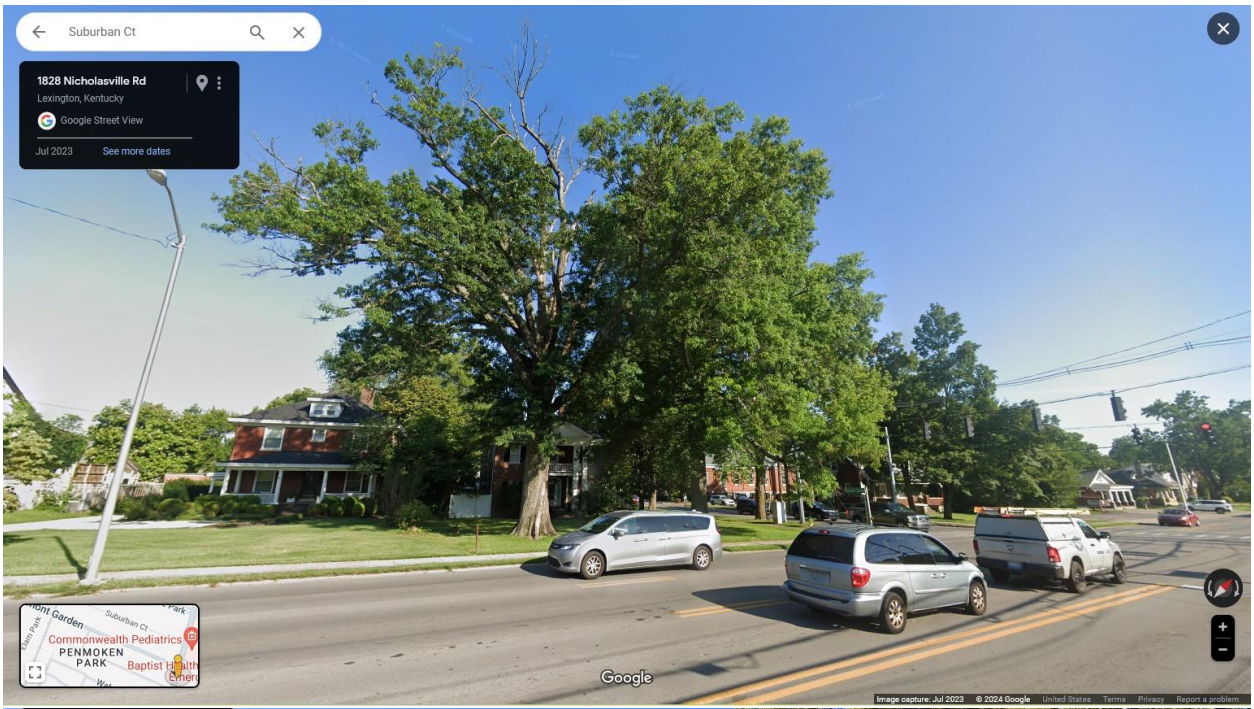
Economic Development

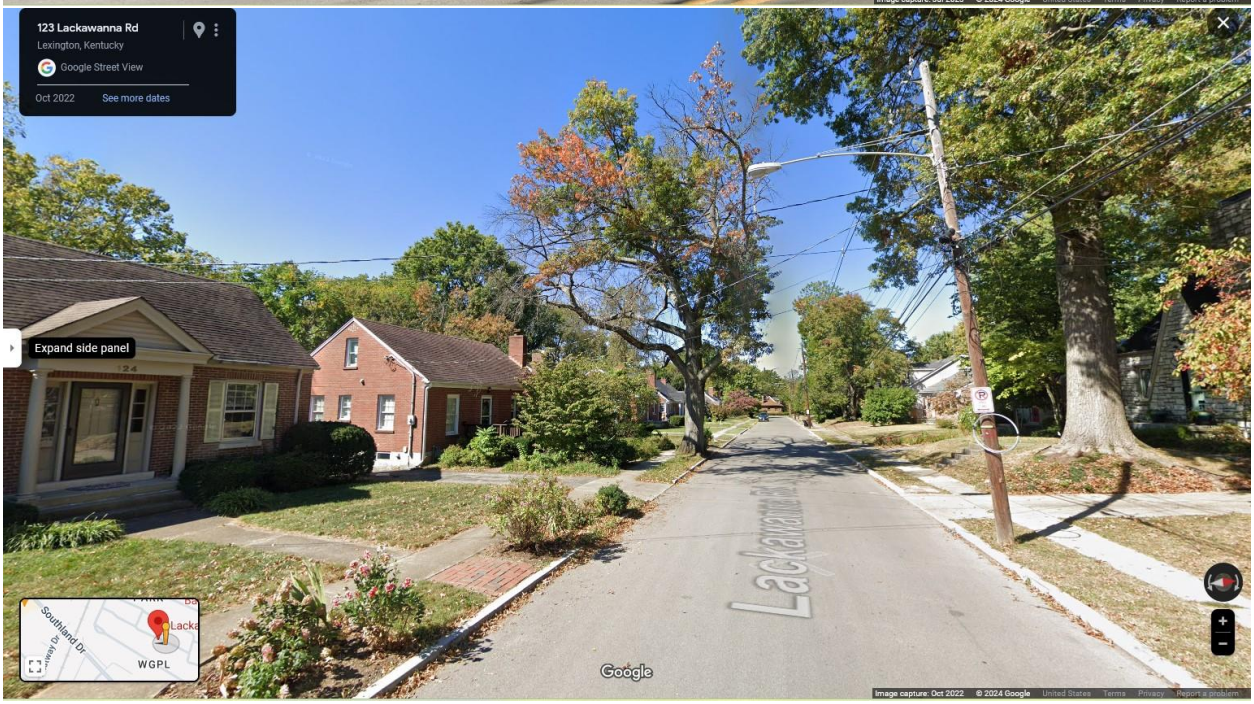
- Support local tree-related industries.
- Improve air quality and aesthetic appeal for bordering commercial businesses (for example, there is outdoor dining at the restaurant on the corner of Nicholasville Road and Goodrich Avenue).

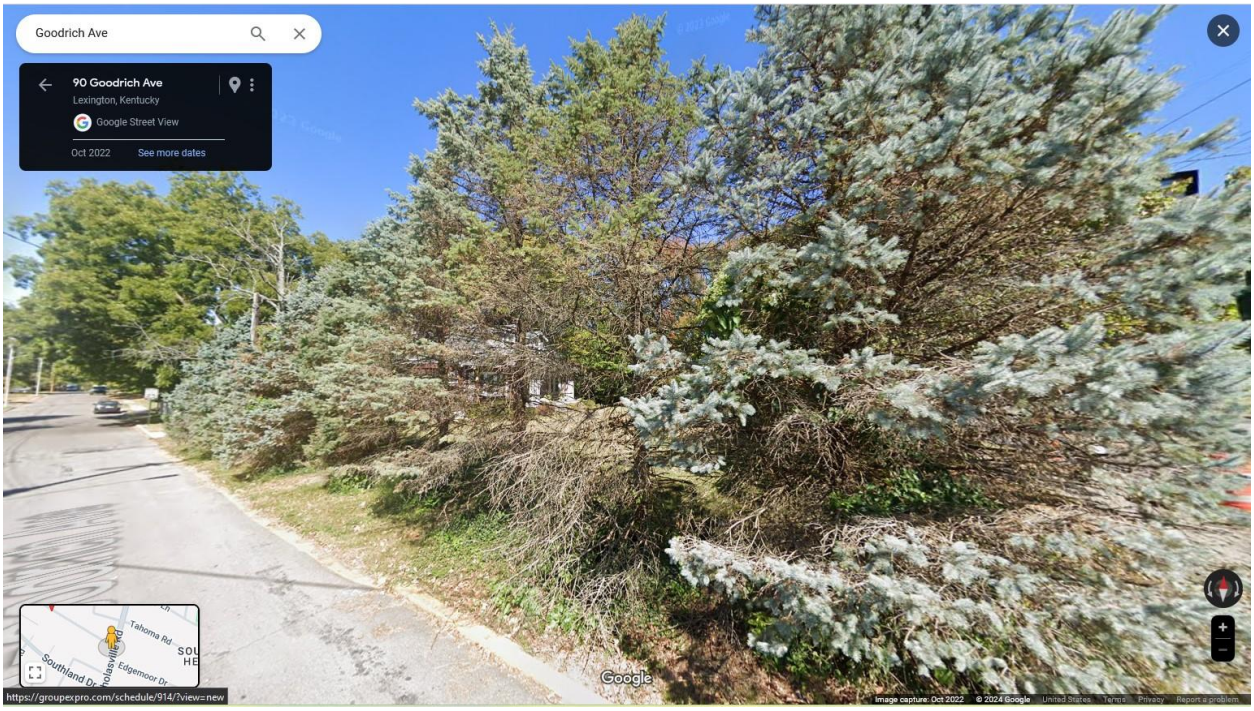
Education and Awareness

- Educate residents about the importance of urban forestry.
- Inspire the next generation to protect and expand our urban forest.

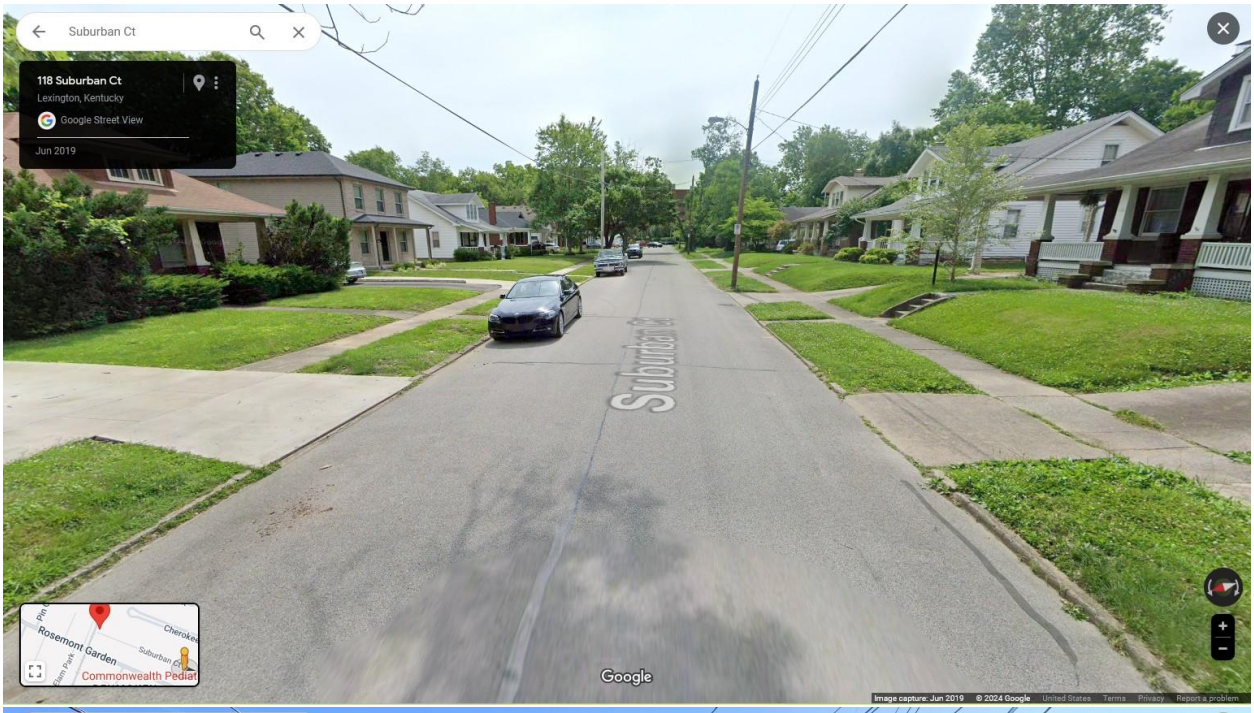
Neighborhood trees we have lost in the last few *weeks*

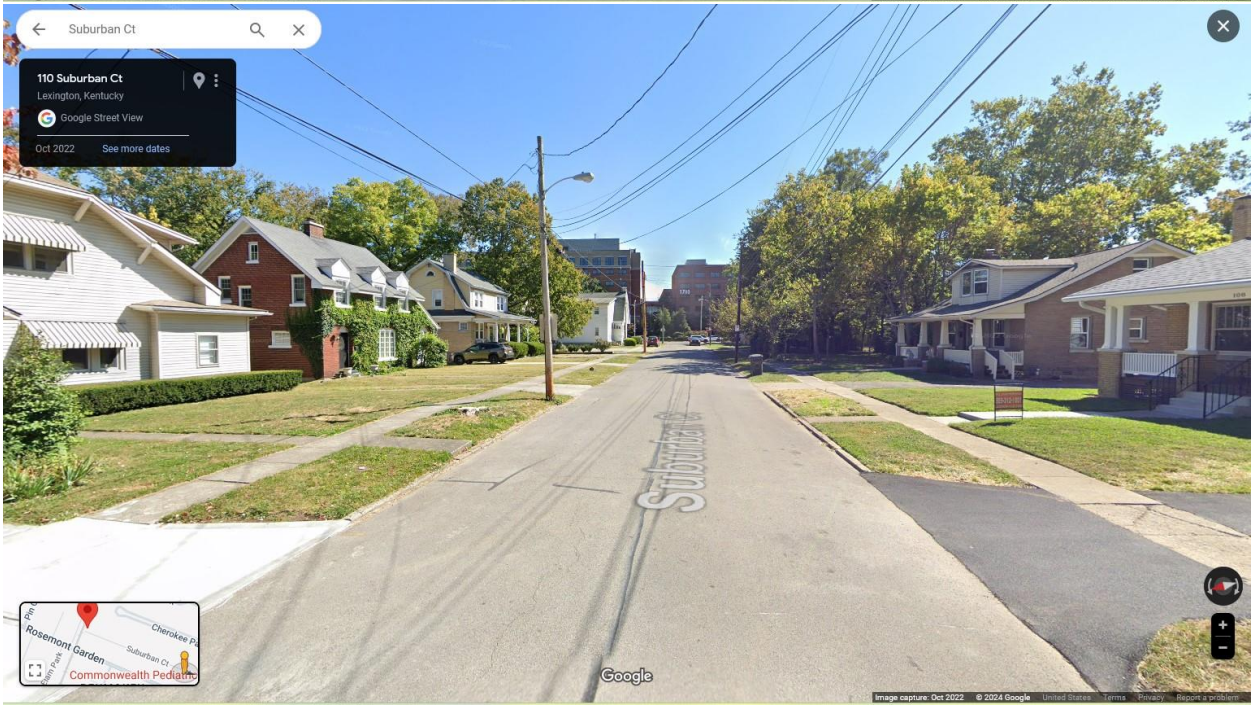


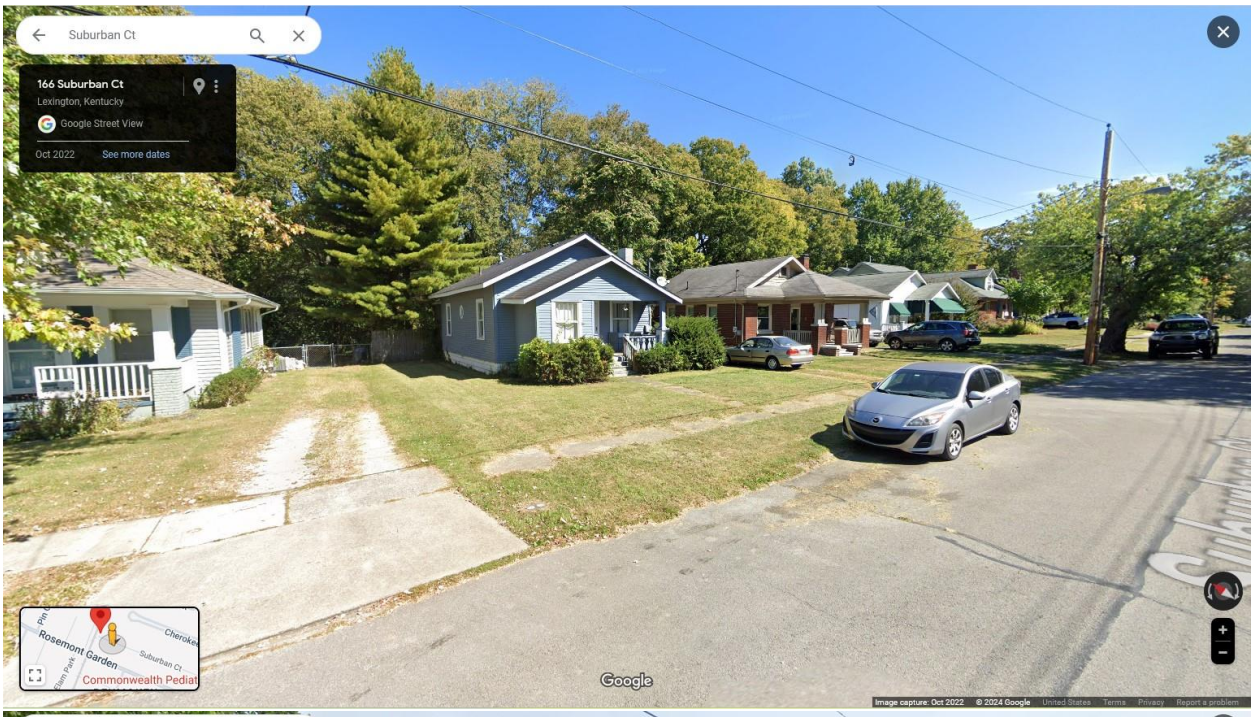


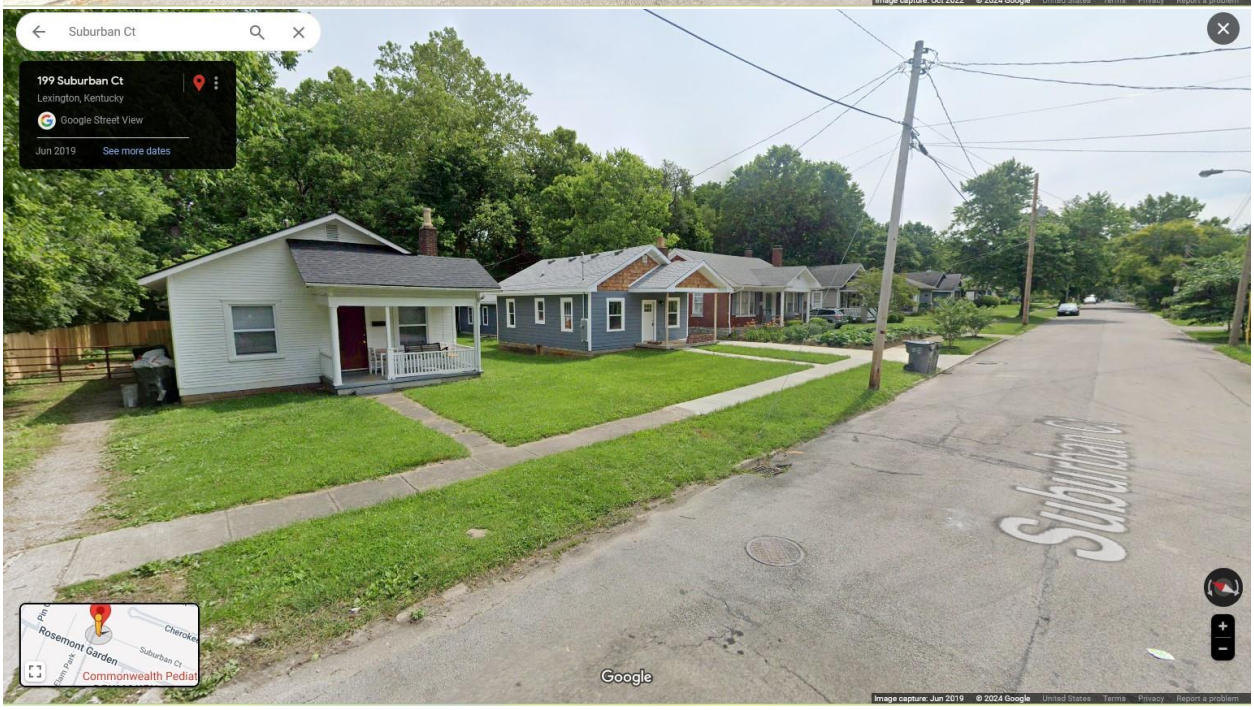

Goodrich Ave
90 Goodrich Ave
Lexington, Kentucky
Google Street View
Oct 2022
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Tahoma Rd
Southland Dr
Edgemoor Dr
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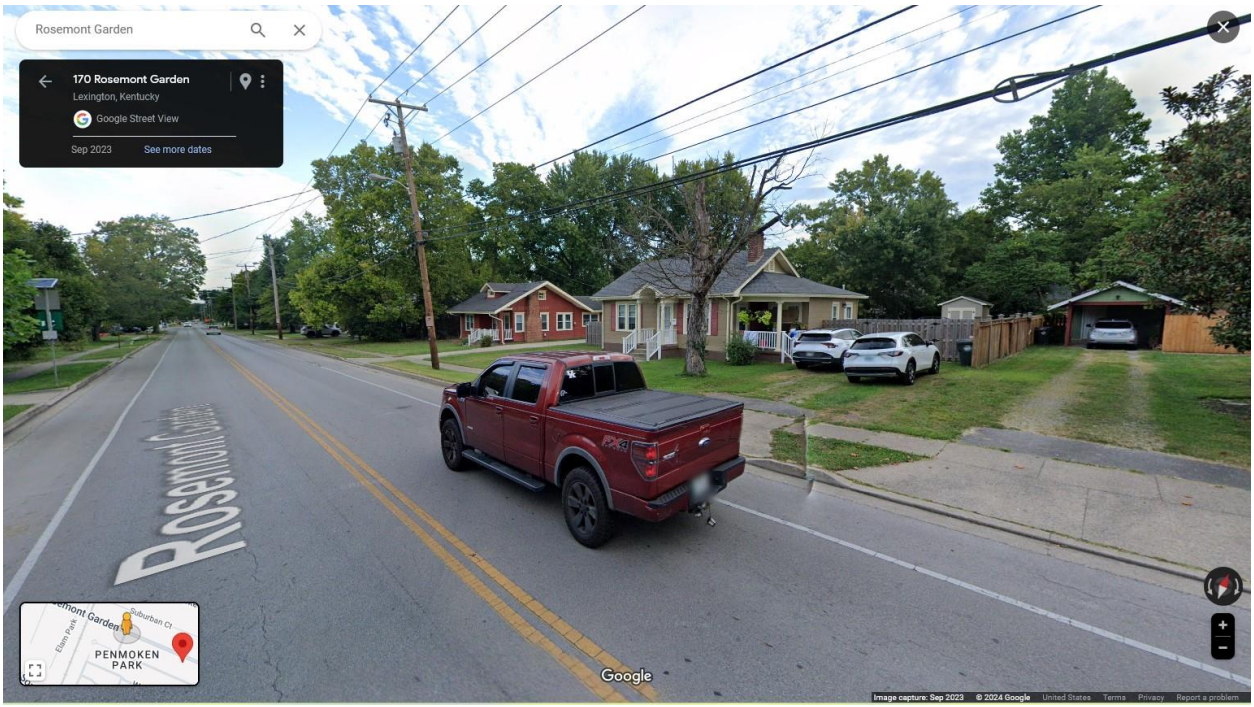
Examples of neighborhood lots where street trees are needed



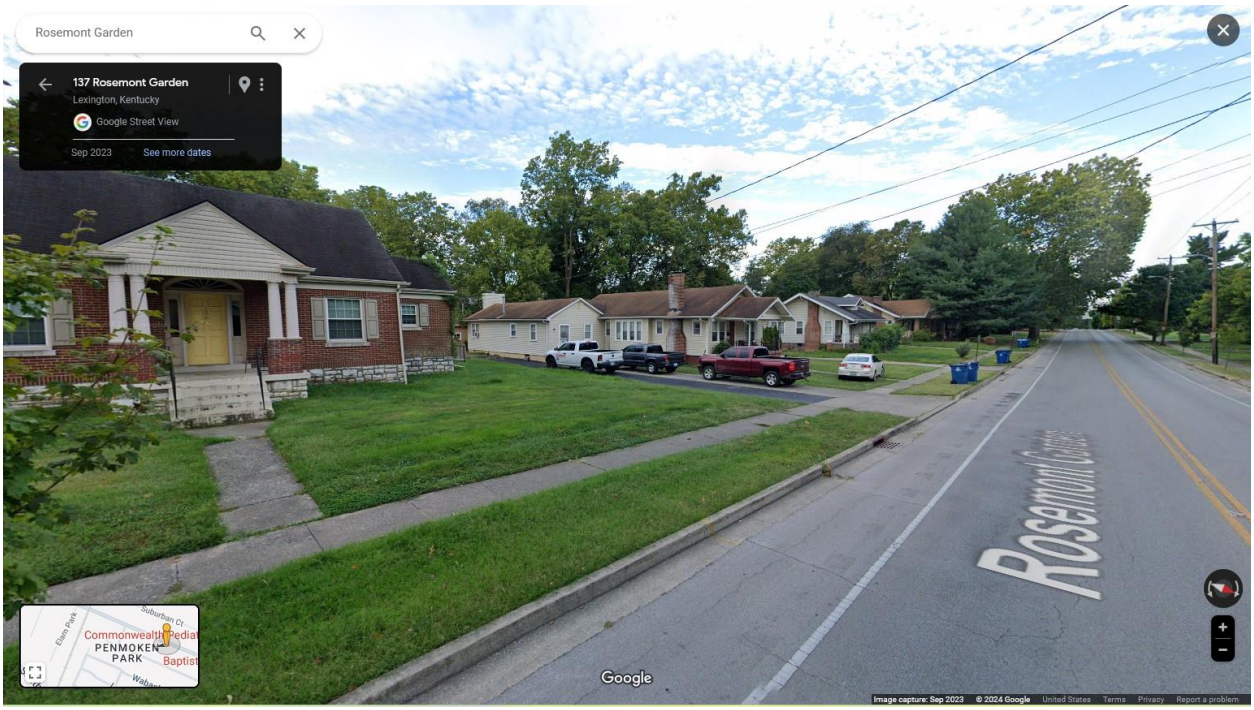



Suburban Ct
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Image capture: Oct 2022 © 2024 Google

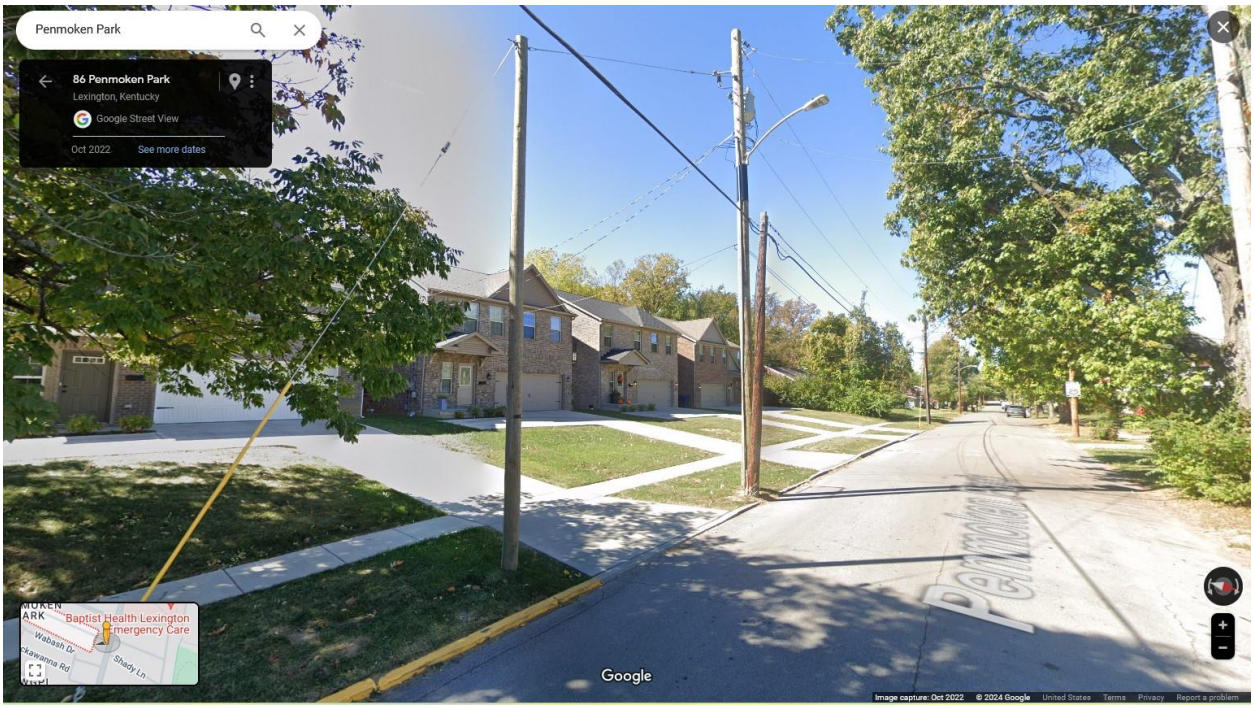

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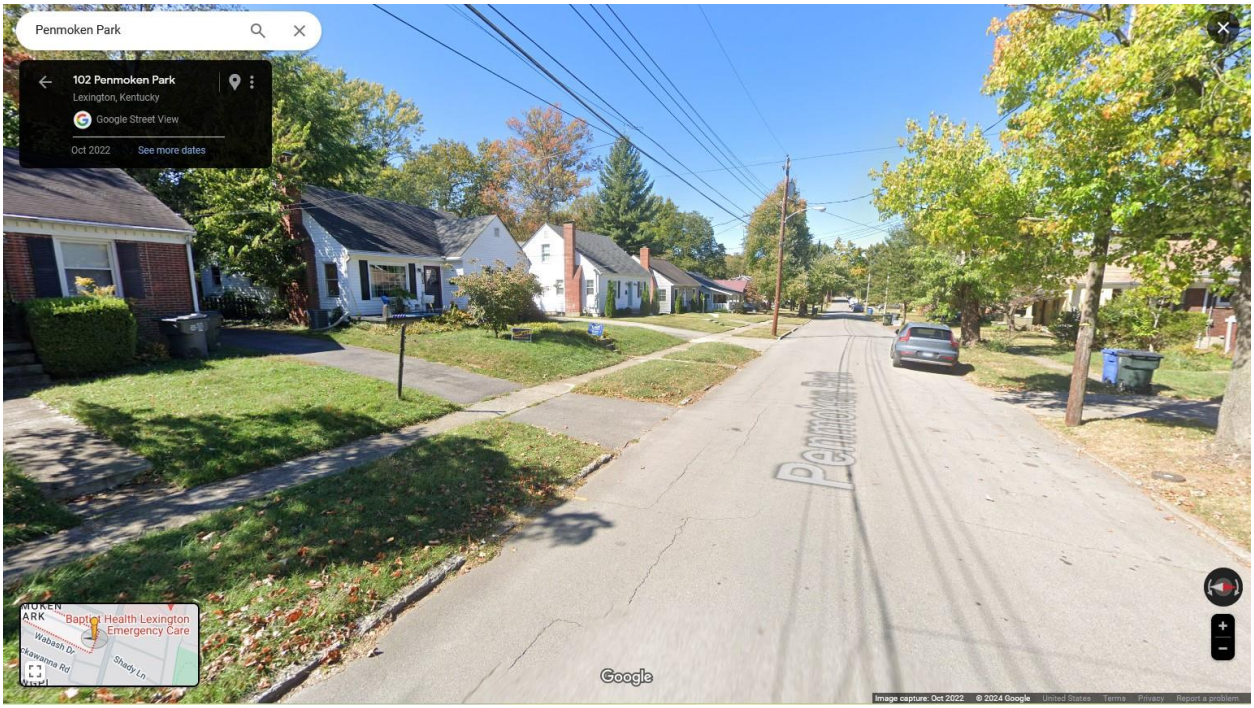

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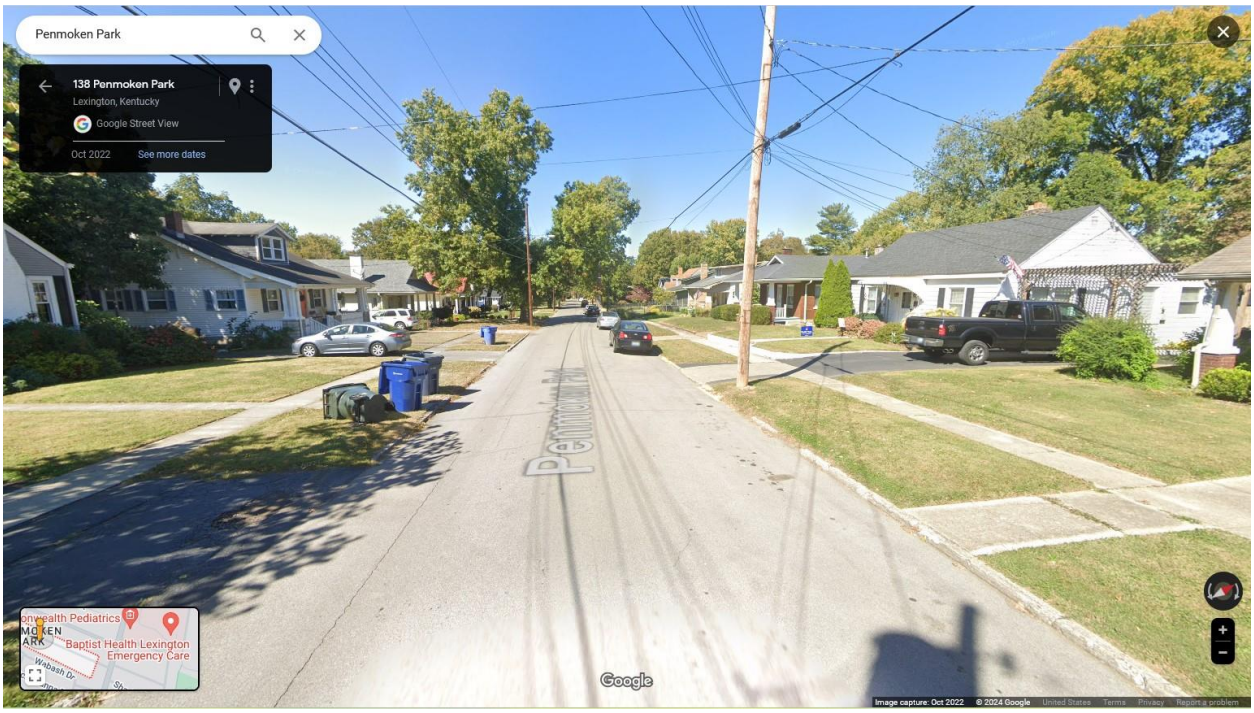

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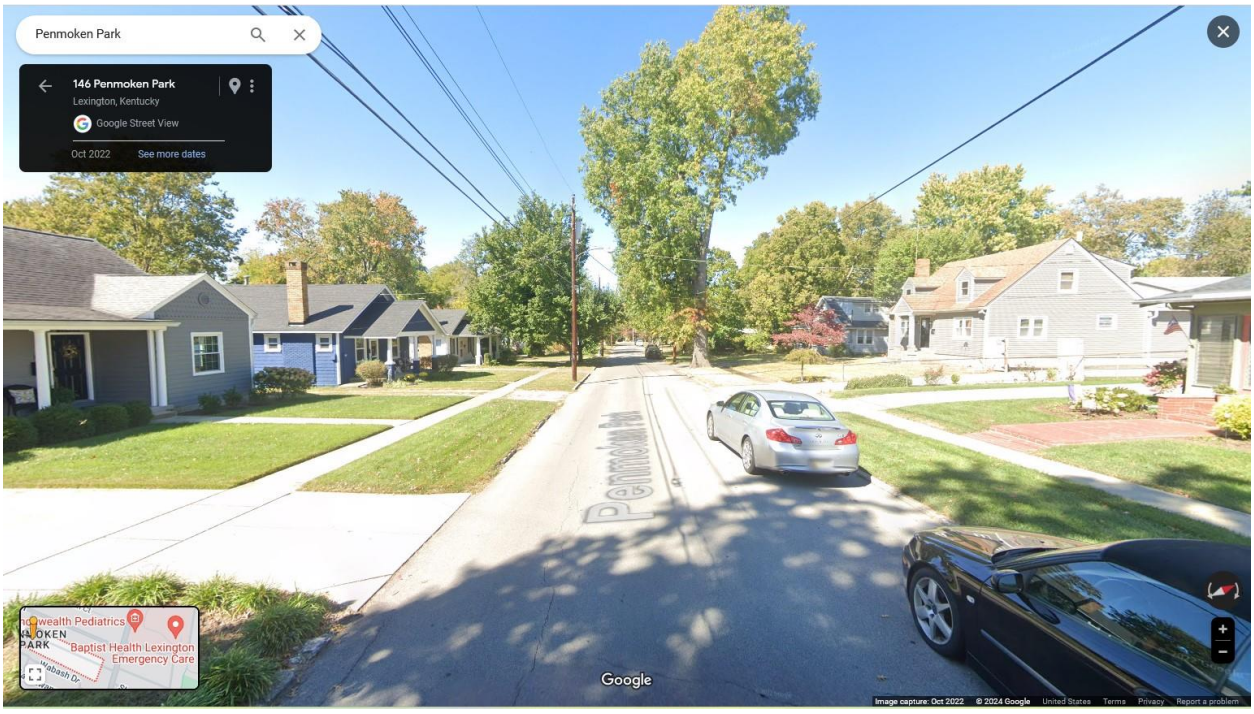

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Image capture: Sep 2023 © 2024 Google


Penmoken Park
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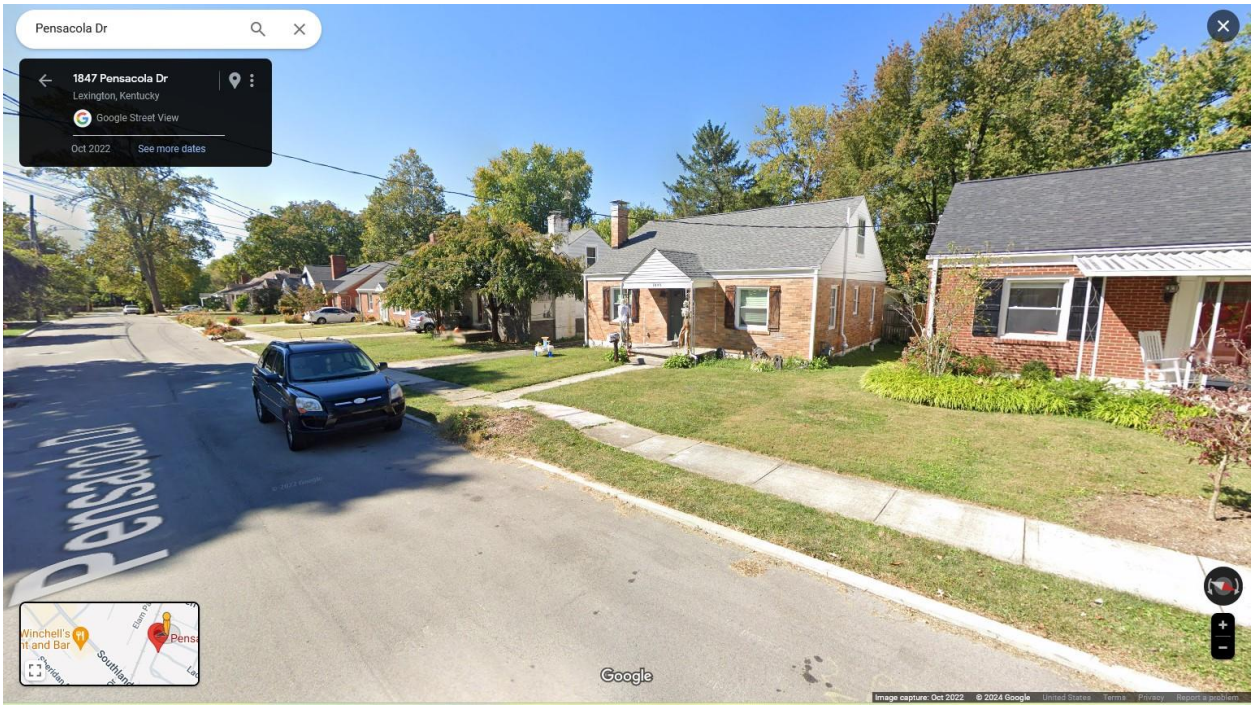

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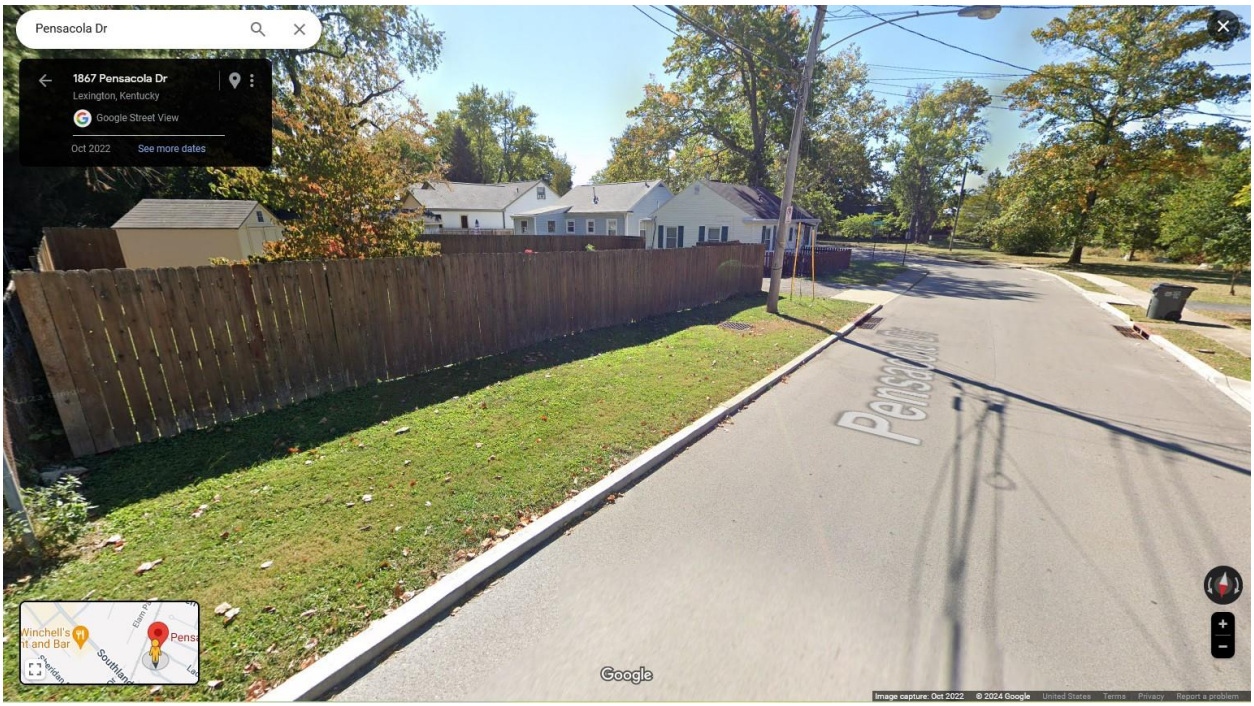

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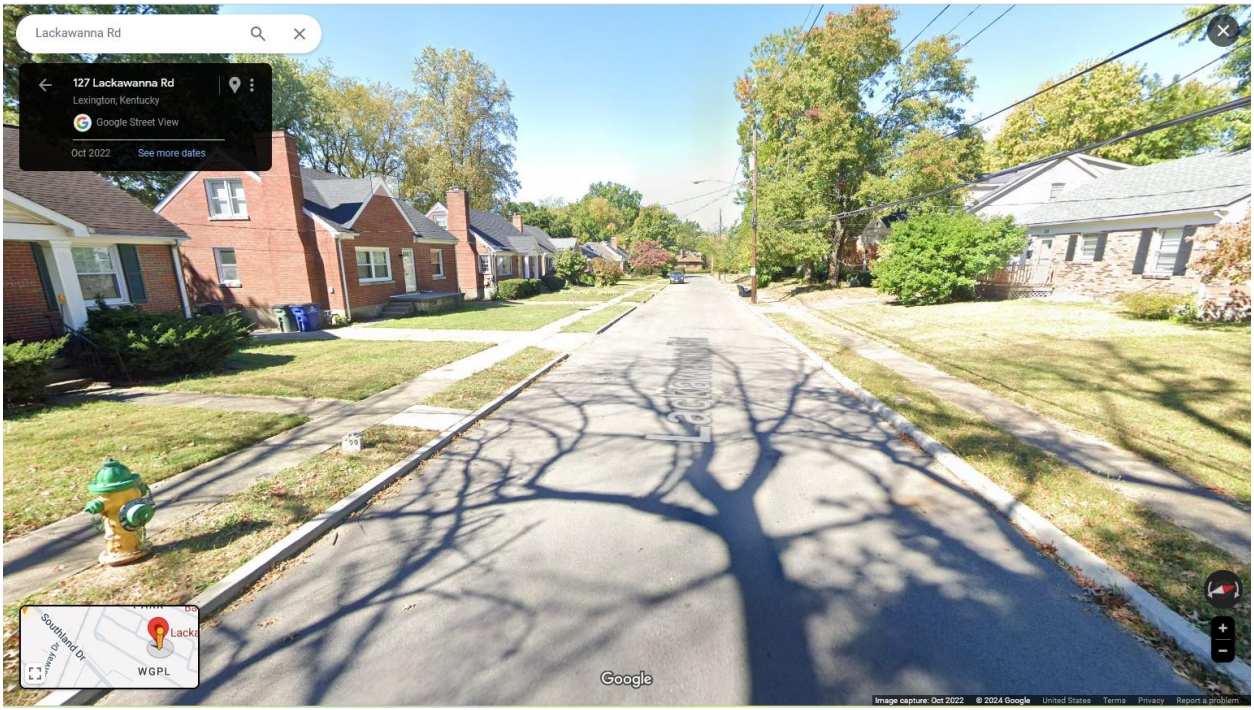

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Penmoken Park
157 Penmoken Park
Lexington, Kentucky
Google Street View
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Pensacola Dr
1847 Pensacola Dr
Lexington, Kentucky
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Pensacola Dr
1867 Pensacola Dr
Lexington, Kentucky
Google Street View
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Lackawanna Rd
127 Lackawanna Rd
Lexington, Kentucky
Google Street View
Oct 2022
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Pensacola Park Neighborhood Association

Lex Grow Trees Grant Application

Proposed Project Budget

April 5, 2024

Contact:
Pensacola Park Neighborhood Association
François Pomerleau, Director
143 Goodrich Ave, Lexington, KY 40503
859-492-2954
pensacolapark@gmail.com
http://www.pensacolapark.org

Materials:

approximately thirty 1.5” min. caliper trees	$5,900
Mulch	$ 100
Total materials	$6,000

Labor and communication costs are all in-kind.

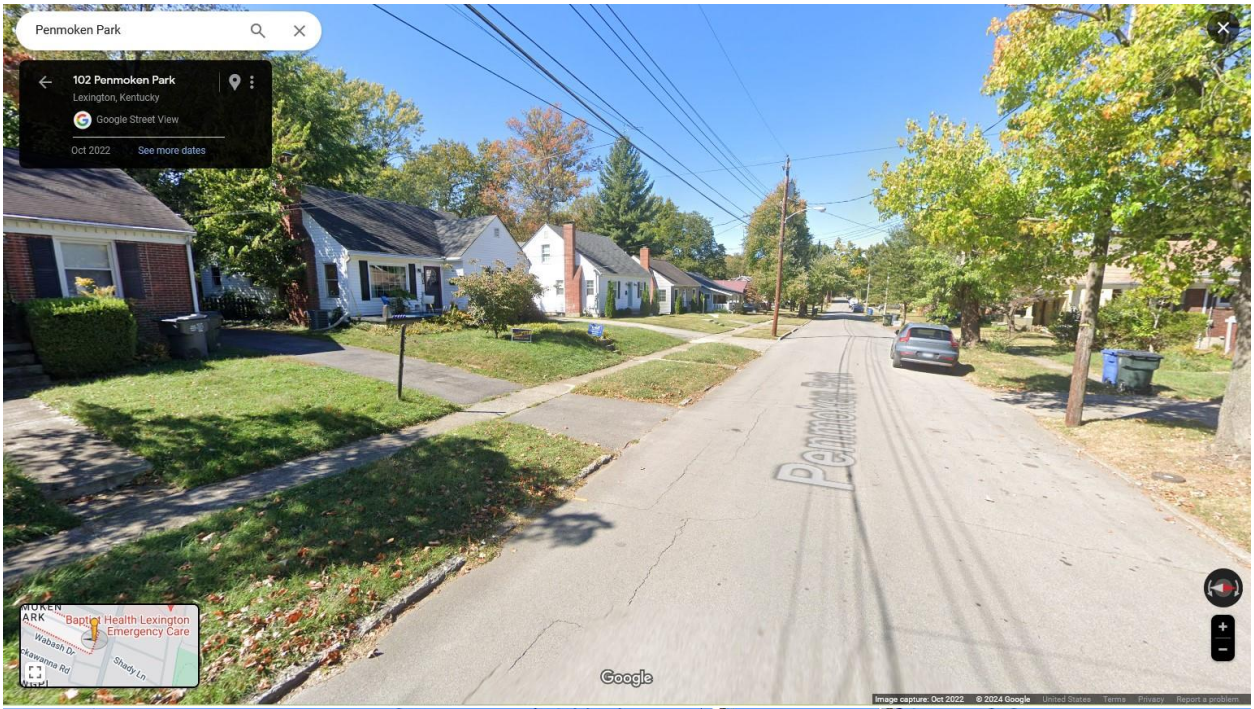
Pensacola Park Neighborhood Association

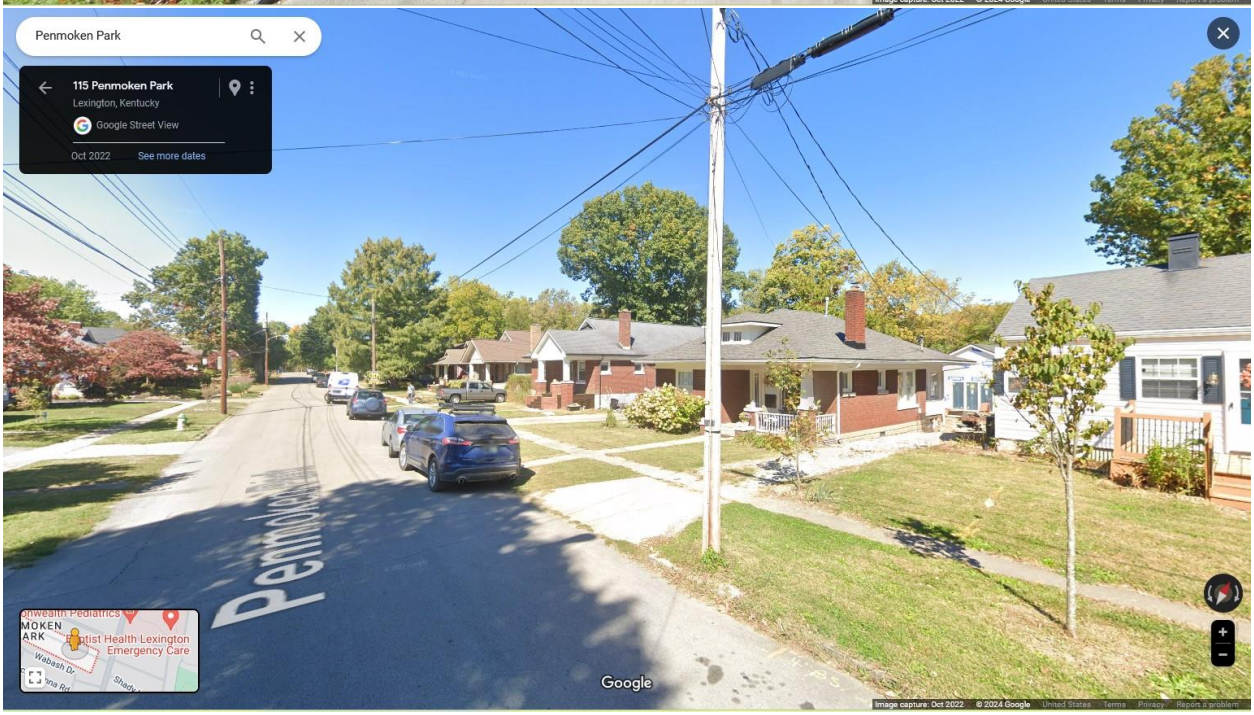
Lex Grow Trees Grant Application

Photos

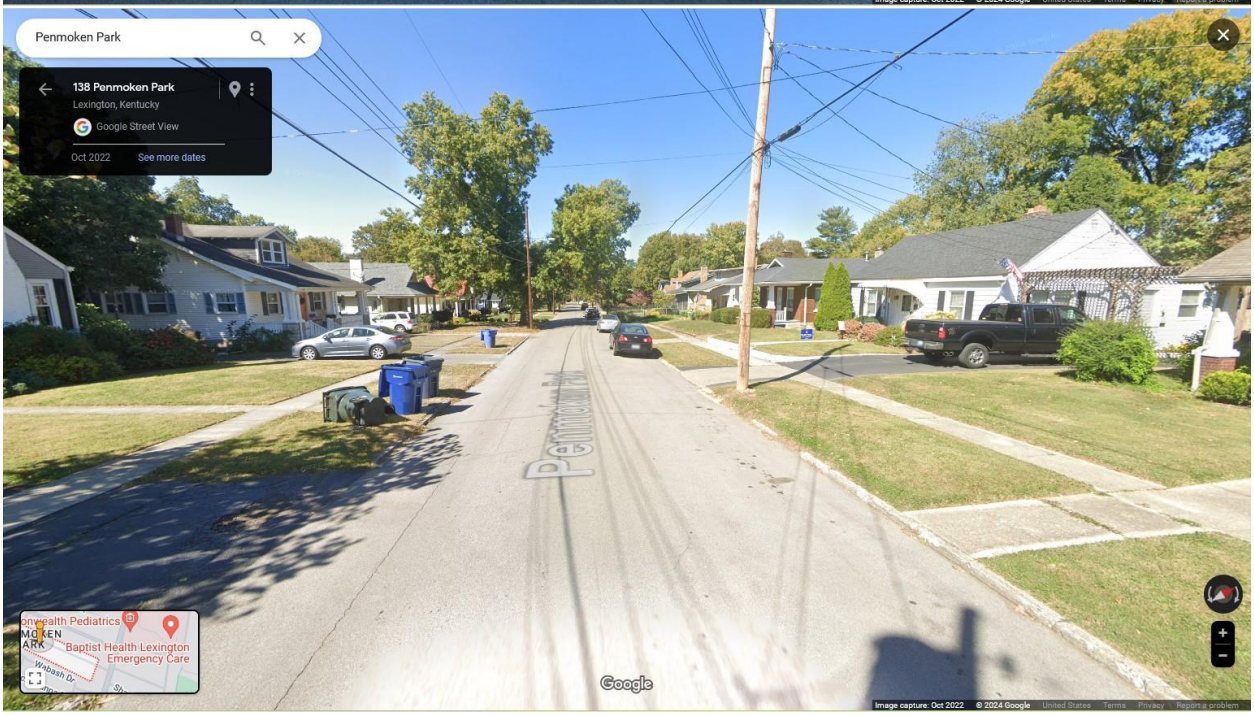
April 5, 2024

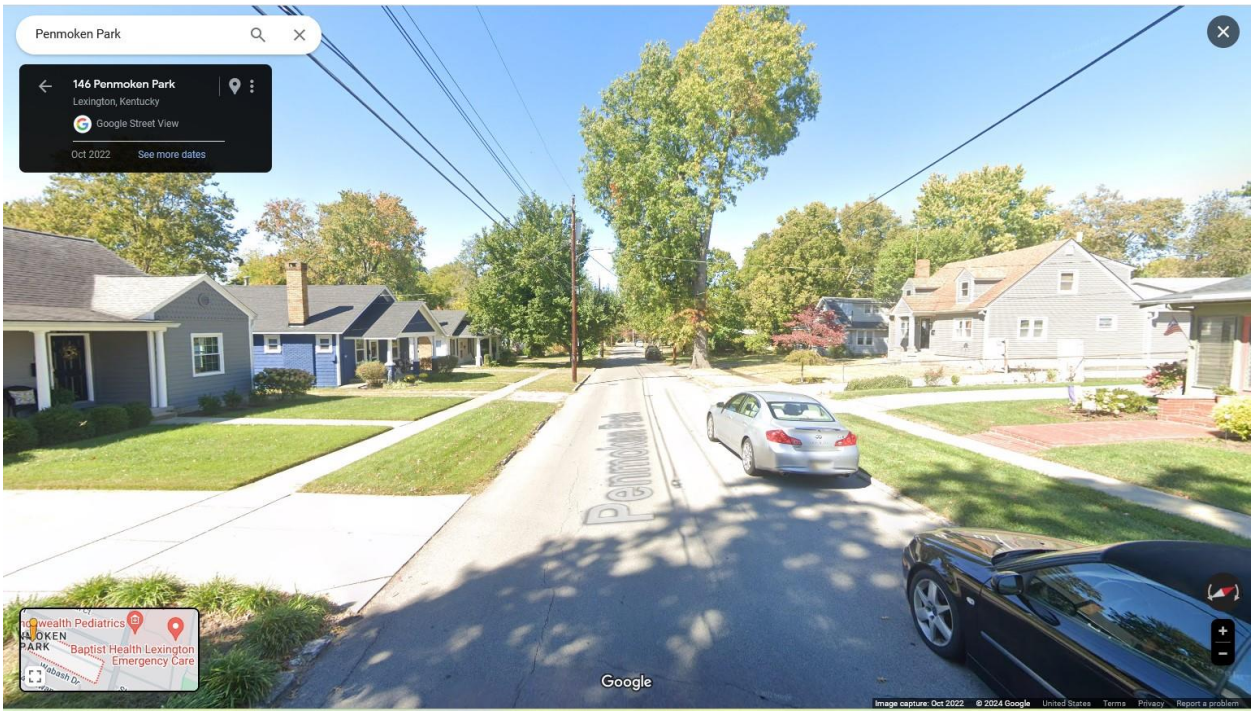
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859-492-2954
pensacolapark@gmail.com
http://www.pensacolapark.org


Penmoken Park
102 Penmoken Park
Lexington, Kentucky
Google Street View
Oct 2022
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Penmoken Park
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Penmoken Park
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Lexington, Kentucky
Google Street View
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Penmoken Park
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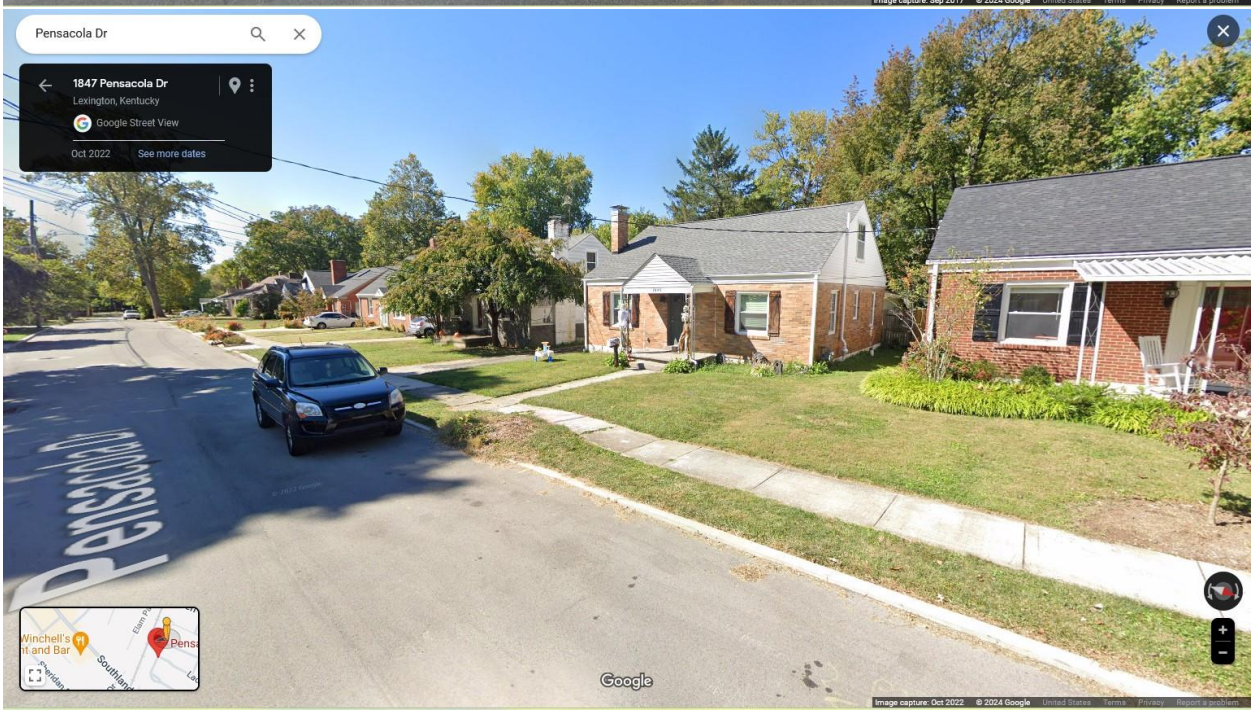

Penmoken Park
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Lexington, Kentucky
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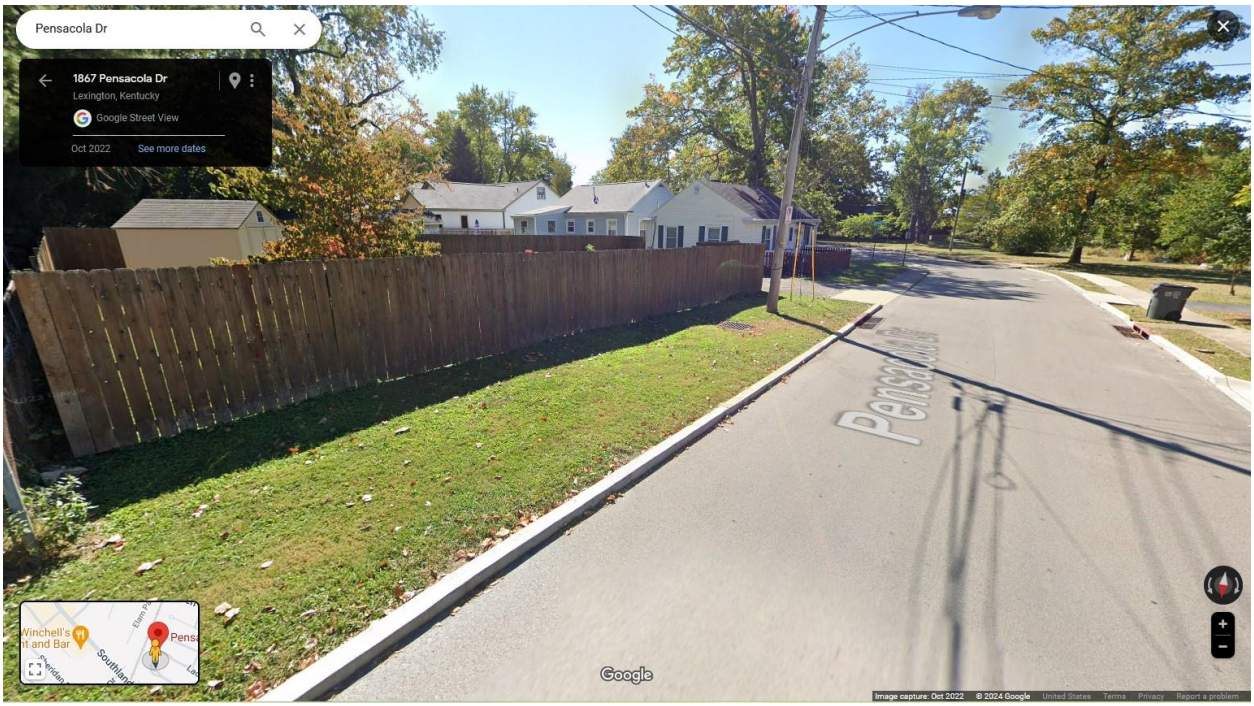

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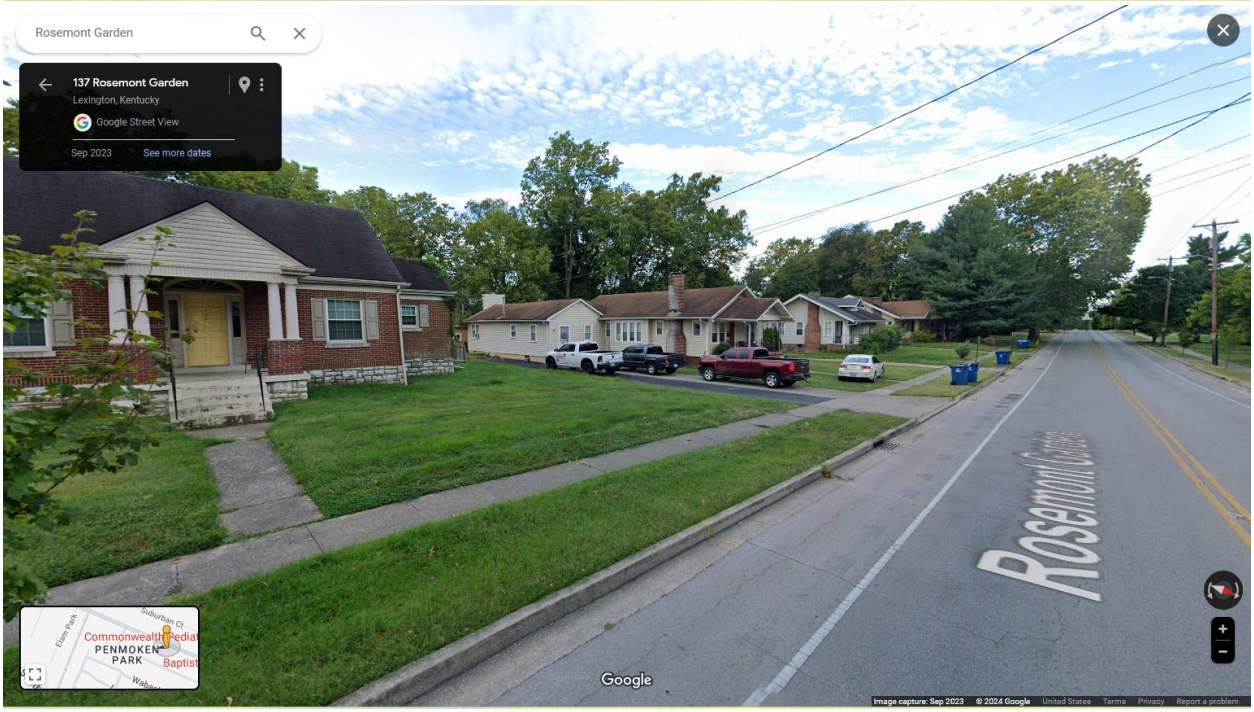

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Lexington, Kentucky
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Oct 2022
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Penmoken Park
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Image capture: Oct 2022 © 2024 Google United States Terms Privacy Report a problem

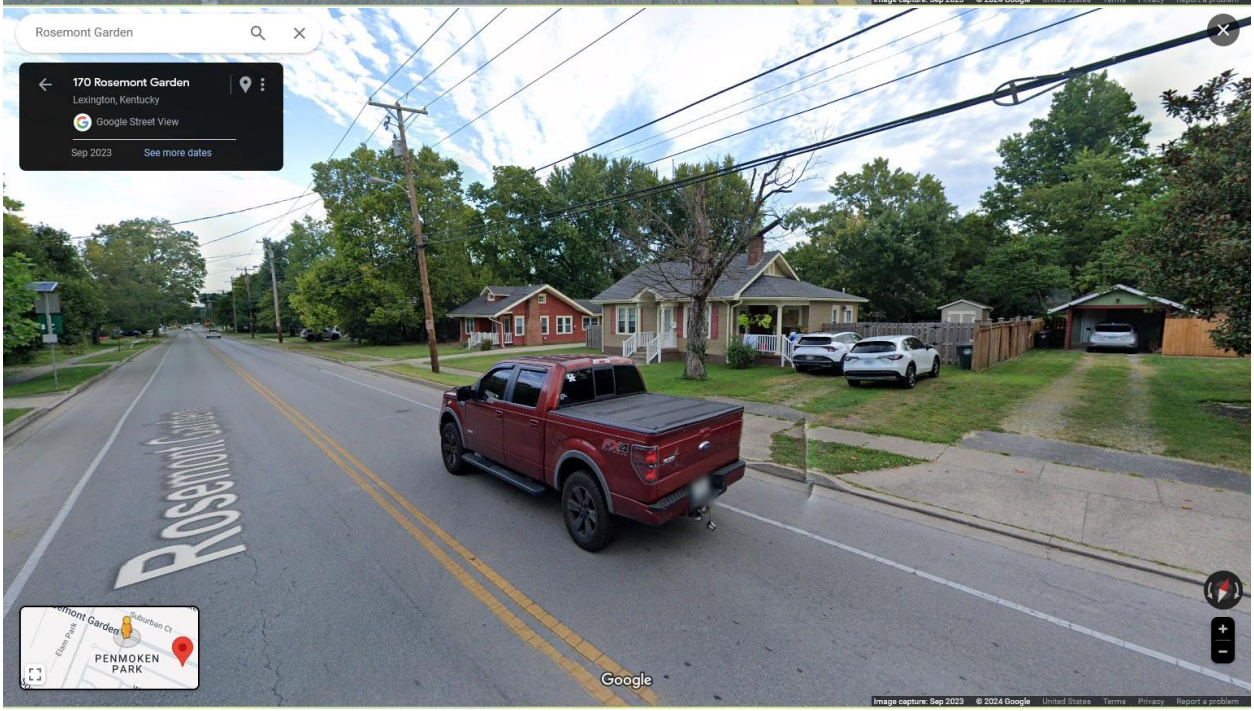

Penmoken Park
86 Penmoken Park
Lexington, Kentucky
Google Street View
Sep 2017
See more dates
Penmoken Park
Baptist Health Lexington
Emergency Care
Wabash Dr
Shady Ln
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Image capture: Sep 2017 © 2024 Google


Pensacola Dr
1847 Pensacola Dr
Lexington, Kentucky
Google Street View
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Image capture: Oct 2022 © 2024 Google

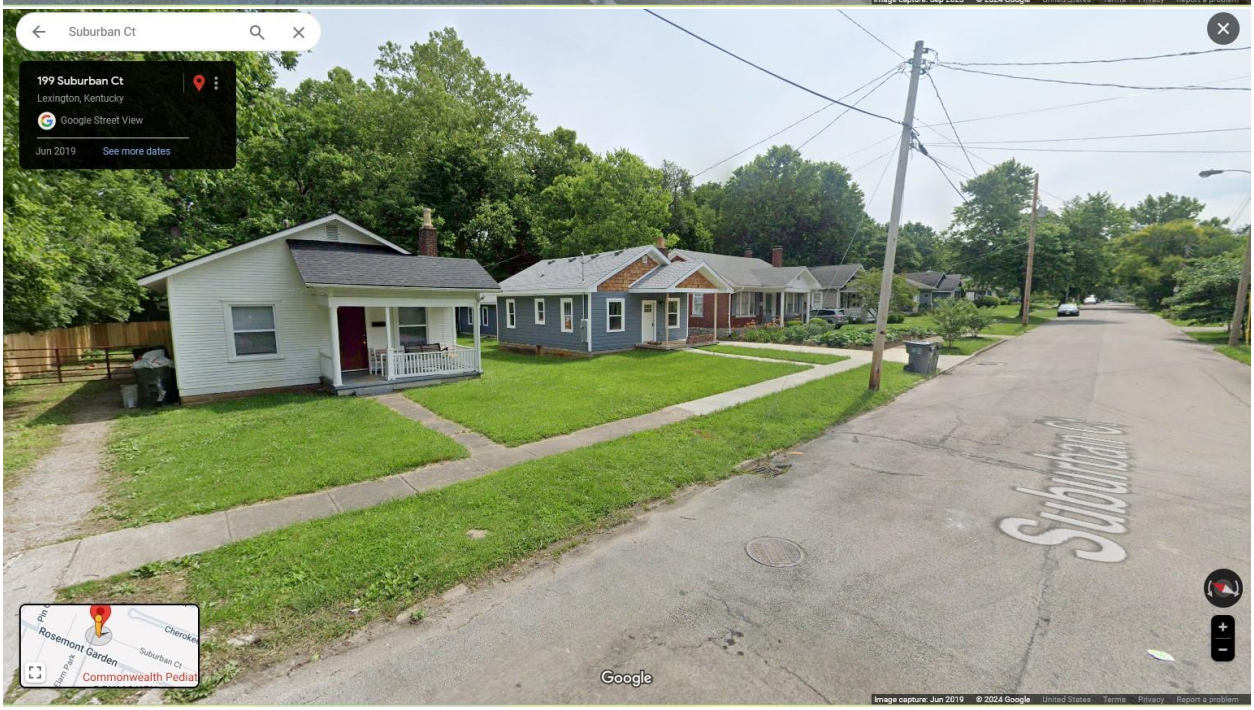

Pensacola Dr
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Lexington, Kentucky
Google Street View
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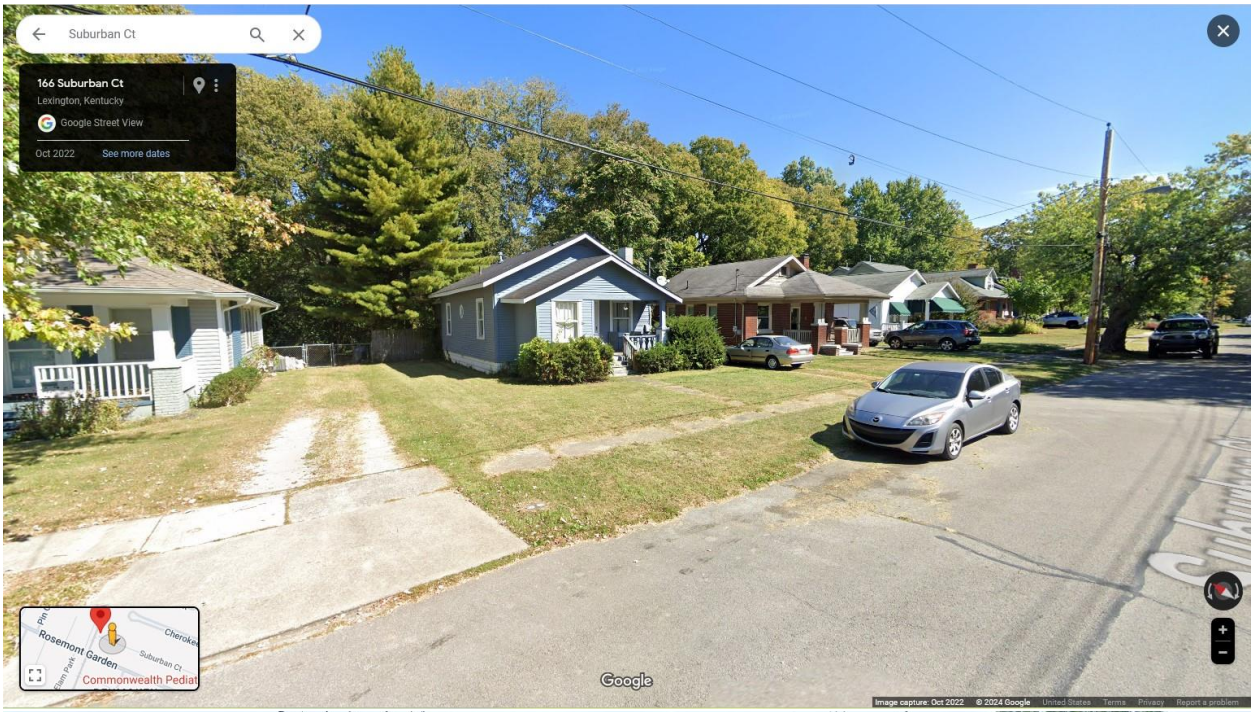

Rosemont Garden
137 Rosemont Garden
Lexington, Kentucky
Google Street View
Sep 2023
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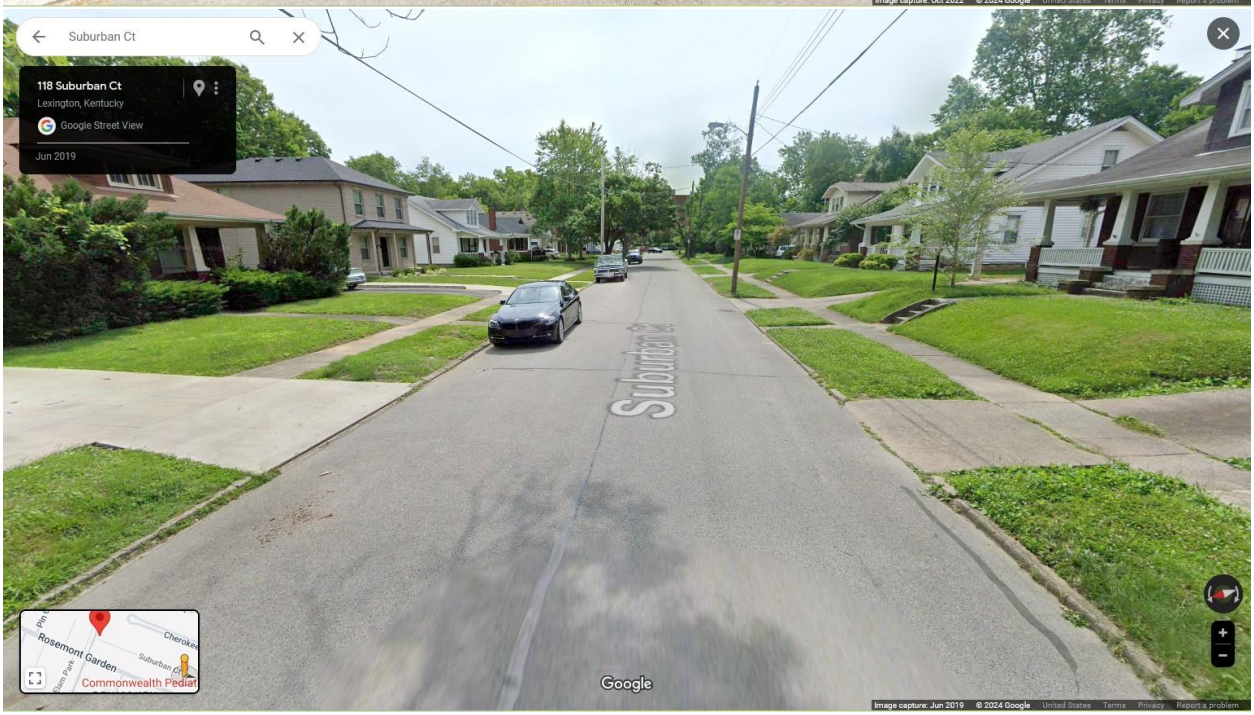

Rosemont Garden
152 Rosemont Garden
Lexington, Kentucky
Google Street View
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Rosemont Garden
PENMOKEN PARK
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Image capture: Sep 2023 © 2024 Google United States Terms Privacy Report a problem

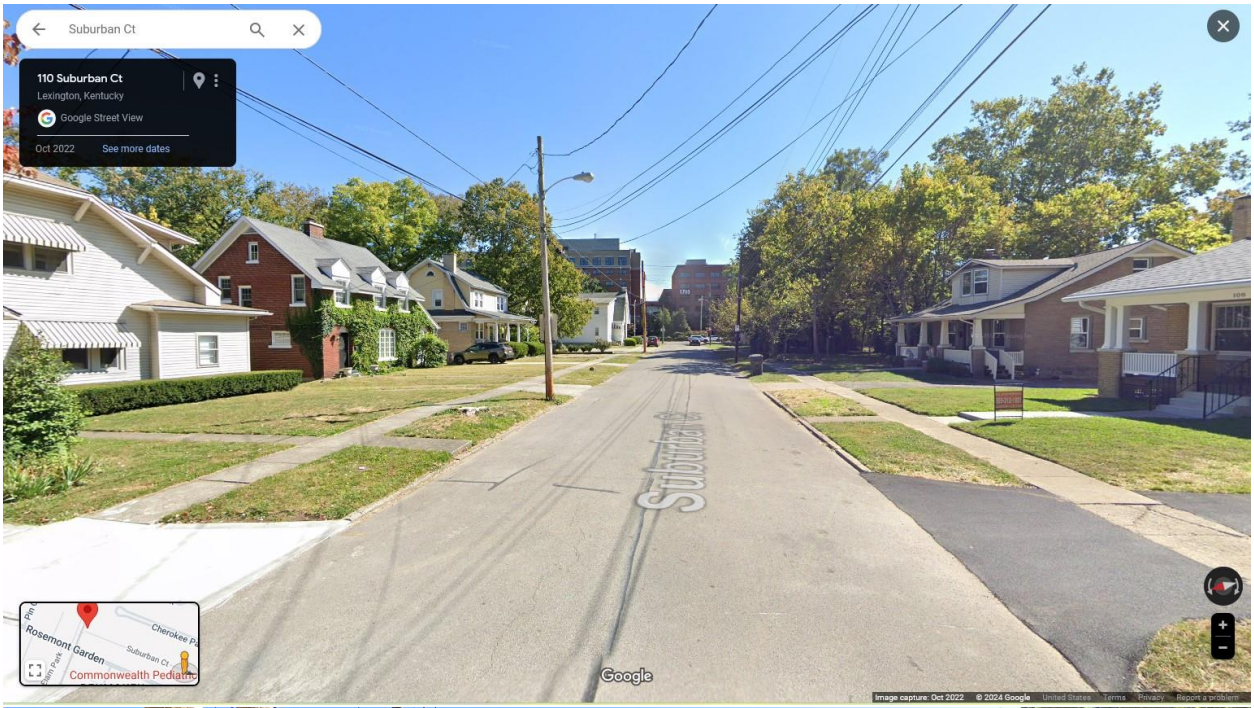

Rosemont Garden
170 Rosemont Garden
Lexington, Kentucky
Google Street View
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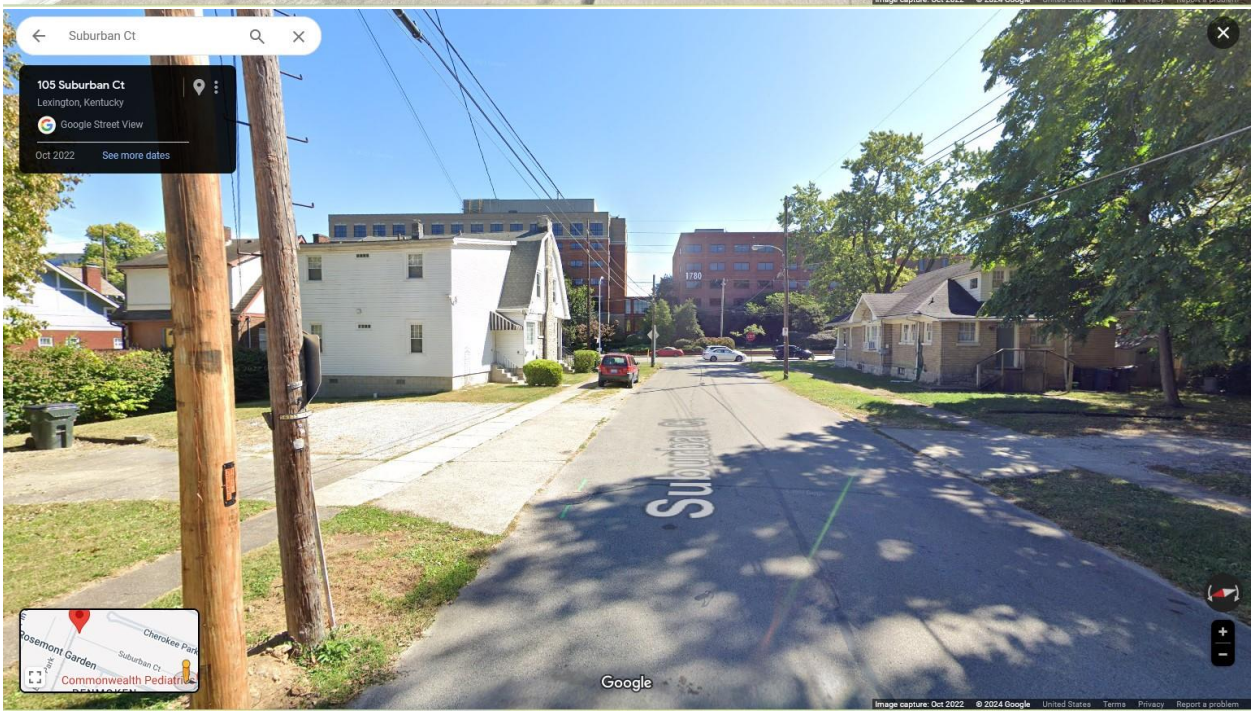

Rosemont Garden
194 Rosemont Garden
Lexington, Kentucky
Google Street View
Sep 2023
See more dates
Rosemont Garden
PENMOKEN PARK
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Image capture: Sep 2023 © 2024 Google


Suburban Ct
199 Suburban Ct
Lexington, Kentucky
Google Street View
Jun 2019
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Image capture: Jun 2019 © 2024 Google

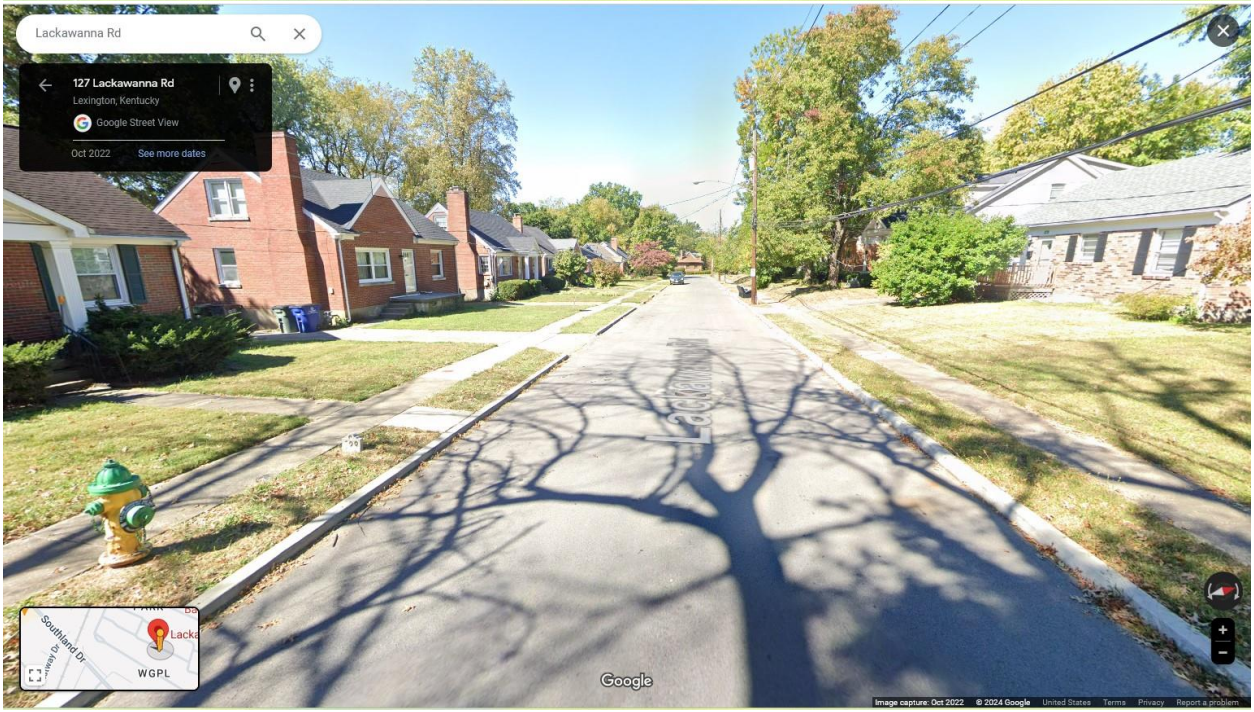

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Image capture: Oct 2022 © 2024 Google


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Lexington, Kentucky
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Image capture: Jun 2019 © 2024 Google

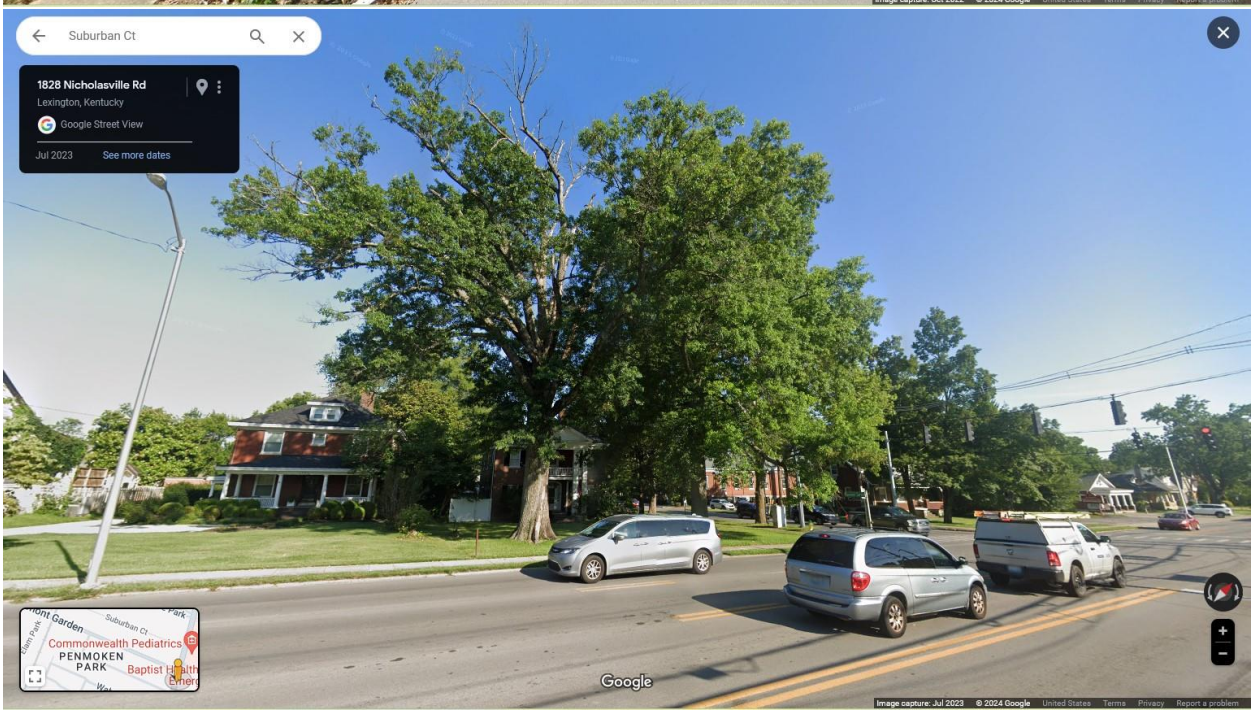

Suburban Ct
110 Suburban Ct
Lexington, Kentucky
Google Street View
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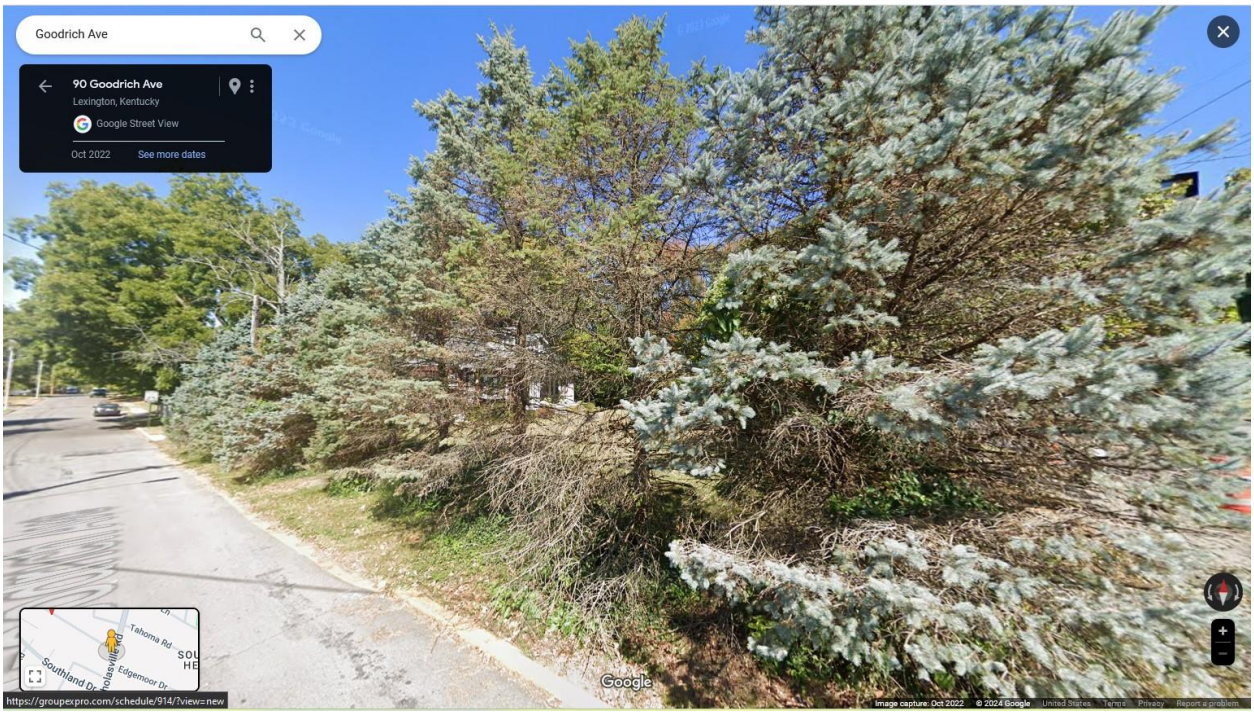

Suburban Ct
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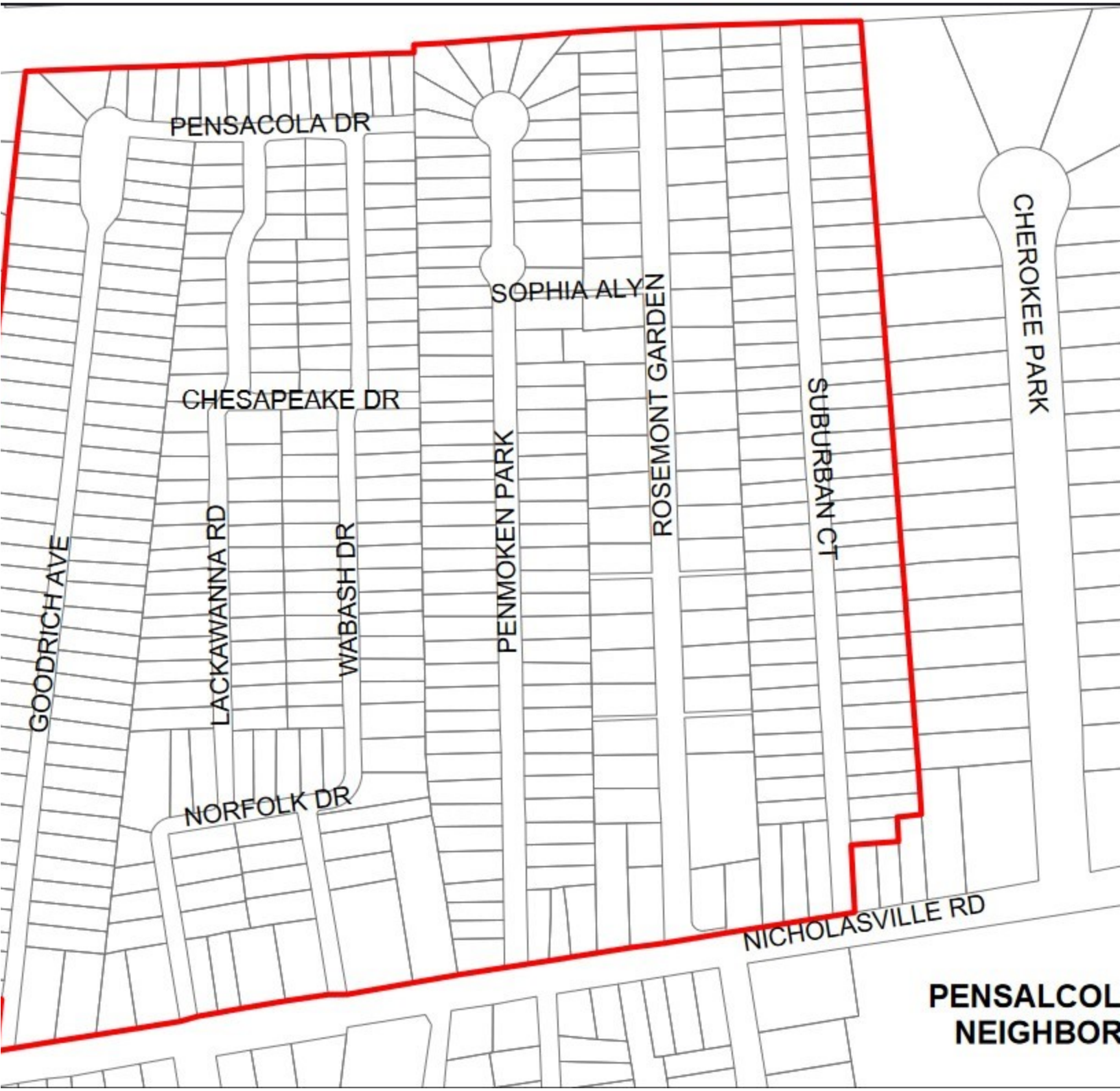

Penmoken Park
86 Penmoken Park
Lexington, Kentucky
Google Street View
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See more dates
Baptist Health Lexington Emergency Care
Wabash Dr
Shady Ln
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Image capture: Oct 2022 © 2024 Google United States Terms Privacy Report a problem


Lackawanna Rd
127 Lackawanna Rd
Lexington, Kentucky
Google Street View
Oct 2022
See more dates
Southland Dr
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Image capture: Oct 2022 © 2024 Google United States Terms Privacy Report a problem


123 Lackawanna Rd
Lexington, Kentucky
Google Street View
Oct 2022
See more dates
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Image capture: Oct 2022 © 2024 Google United States Terms Privacy Report a problem


Suburban Ct
1828 Nicholasville Rd
Lexington, Kentucky
Google Street View
Jul 2023
See more dates
Commonwealth Pediatrics
PENMOKEN PARK
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Image capture: Jul 2023 © 2024 Google United States Terms Privacy Report a problem


Goodrich Ave
90 Goodrich Ave
Lexington, Kentucky
Google Street View
Oct 2022
See more dates
Tahoma Rd
Southland Dr
Edgemoor Dr
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Image capture: Oct 2022 © 2024 Google United States Terms Privacy Report a problem


PENSACOLA DR
SOPHIA ALY
CHEROKEE PARK
CHESAPEAKE DR
ROSEMONT GARDEN
SUBURBAN CT
PENMOKEN PARK
GOODRICH AVE
LACKAWANNA RD
WABASH DR
NORFOLK DR
NICHOLASVILLE RD
PENSALCOL
NEIGHBOR

Pensacola Park Neighborhood Association

Lex Grow Trees Grant Application

Supporting Documents

April 5, 2024

Contact:
Pensacola Park Neighborhood Association
François Pomerleau, Director
143 Goodrich Ave, Lexington, KY 40503
859-492-2954
pensacolapark@gmail.com
http://www.pensacolapark.org

Letters of Support

Dear Lex Grow Trees Committee,

I am very excited to hear about the new tree planting initiatives. As Lexington loses trees to aging, development, and storm damage, I am happy to see that there are funds allocated to the their replacement.

Closer to home, Pensacola Park Neighborhood Association has made tree planting and tree care a priority. In 2019, the neighborhood association has completed a tree inventory and has been very active in planting trees ever since, especially along the Nicholasville Rd. corridor as well as Rosemont Garden. Pensacola Park Neighborhood Association holds an

annual Plant Sale with plants donated by dozens of neighbors. The proceeds of the sale go primarily toward tree planting and educating the neighborhood about importance of adding proper trees to our urban landscape and proper tree care, including watering needs and danger of pests, such as the lantern fly.

I strongly support PPNA's application for Lex Grow Trees funding,

Barbara Szubinska, Professor Emerita
Department of English
Eastern Kentucky University
104 Wabash Dr.
Lexington, KY 40503

I wanted to express my appreciation for including me as a recipient of my beautiful streets that I received two years ago through Pensacola Park Neighborhood Association. They are blossoming this week, adding some peaceful beauty to our piece of such a busy street, and making the birds and bees happy.

Pensacola Park Neighborhood Association made it as easy as saying yes and pointing to where I thought they should go. I hope our neighborhood will continue this improvement process.

Thanks again,
Austen Reilley
1863 Nicholasville Rd

To whom it may concern,

I am writing in support of Pensacola Park Neighborhood Association's grant application for tree grant funds. I have lived on Penmoken Park for 5 years and have already observed the benefits of these type of funds for our neighborhood. Rosemont Garden has some nice new tulip poplars that are already providing shade to sidewalks. We have several significant specimens like the Sycomores at the end of Goodrich and on Rosemont Garden, as well as many older oaks and maples that may have increased life spans with proper care.

Along with planting we should invest in maintenance as well. I think these funds allow the neighborhood to plan for the future and ease property owner's minds when we try to convince them to plant a new tree in the median. If neighbor's know funds are available, maybe that will help even more trees being strategically planted. The Neighborhood Association has taken great strides in helping support Lexington's tree canopy goals. Please strongly consider their grant request. I know they will efficiently put the funds to properly designated uses.

Thank You,
--
Landon Sallee
859-595-1239

I am in favor of our neighborhood, Pensacola Park, receiving another grant to expand the tree canopy in Lexington. I received a tree from the last grant. It was even planted for me by volunteers from the neighborhood association. They supplied care instructions, and even sent reminders to us on how to care for it during the hottest and driest days. All the new trees that I've seen from that grant seem to be thriving. I would like to see more trees on our streets, especially along Rosemont Garden's tree lawn. When the street and sidewalk were rebuilt about 15 years ago, it made the street look a little sterile.

Neil Kesterson
142 Rosemont Garden

Neil Kesterson
Lexington, KY

To: Lex Grow Trees

I'm very glad to have an opportunity to write in support of Pensacola Park Neighborhood Association's grant request. Since being designated as an historic neighborhood, neighborhood leaders have initiated a number of projects aimed at increasing the tree canopy.

Communication via the neighborhood's Facebook page, printed newsletters, emails, and the Pensacola Park webpage is excellent and as a result, enthusiasm and support for the tree planting projects is high. And when funding is received, neighbors quickly go to work acquiring and planting the native trees - forty-seven to date.

Our young street trees are thriving. With the requested funding, we plan to continue increasing our neighborhood's tree canopy, planting 30 more trees that are native to Kentucky.

I strongly support this funding request, knowing that the money will be spent in a frugal manner and that the result will contribute to Lexington's quality of living.

Thank you.

Sincerely,

Rebecca Claire Glasscock, PhD
145 Wabash Drive
Lexington, Kentucky 40503

Kentucky LLC Registration Information



Kentucky Secretary of State
Michael G. Adams

SOS Office | Business | Elections | Administration | Land Office | Notary Commissions

- Business Entity Search
- File Annual Report
- Form an LLC
- Business Registration Portal
- Name Availability Search
- Business Forms Library
- Prepaid Account Status
- Current Officer Search
- Founding Officer Search
- Registered Agent Search
- Validate Certificate of Existence/Authorization

Pensacola Park Neighborhood Association, LLC

File Annual Report | Change Address or Registered Agent | File Certificate of Assumed Name (DBA) | File Dissolution | Upload a filing | File Registered Agent Resignation | Printable Forms | Subscribe to changes made to this entity | Certificate of Good Standing

General Information

Organization Number	1058072
Name	Pensacola Park Neighborhood Association, LLC
Profit or Non-Profit	N - Non-profit
Company Type	KLC - Kentucky Limited Liability Company
Status	A - Active
Standing	G - Good
State	KY
Country	USA
File Date	5/9/2019 11:02:57 AM
Organization Date	5/9/2019
Last Annual Report	5/24/2023
Principal Office	1859 NICHOLASVILLE RD LEXINGTON, KY 40503
Managed By	Members
Registered Agent	JESSICA VOIGT 1859 NICHOLASVILLE RD LEXINGTON, KY 40503

Show Current Officers | Show Initial Officers | Show Images | Show Former Names | Show Activities

501(c)(3) Documentation

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 26 2018

PENSACOLA PARK PRESERVATION SOCIETY
130 GOODRICH AVE
LEXINGTON, KY 40503-0000

Employer Identification Number:
83-2322928
DLN:
26053706003178
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 29, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Pensacola Park Neighborhood Association

Requested Grant Amount: $6,000.00

Project Elements:

1. Offer trees to neighborhood homeowners who are most in need of trees
2. Educate homeowners about watering, pruning, and caring for trees
3. Community engagement via neighborhood newsletters and flyers, as well as tree walks with arborists

---

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **81**.
- Approve the Grant Application for the **Full** amount of **$6,000.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall not allow large tree species to be planted under overhead utility lines.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

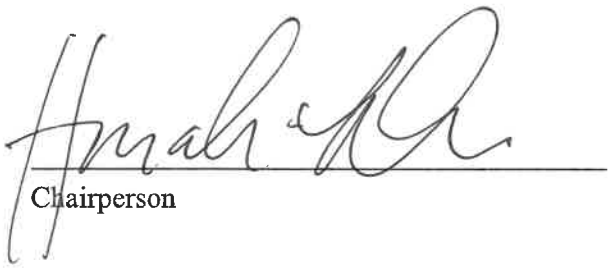
__✓__ The grant application is approved in the amount of: $ 6,000.00

__✓__ The grant is approved with the following stipulations: see item #1 in the Recommendation section above.

_____The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____Other: _____

_____



Chairperson

5/22/2024

Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Trees Lexington!, Inc.** (Hereinafter "Organization"), with the mailing address of 1105 Richmond Road, Lexington, Kentucky 40502.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $86,655.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

TREES LEXINGTON! Inc.
Organization Name (Printed)

BY: _____
Signature

President
Title

Nancy M Barnett
WITNESS SIGNATURE

Nancy M Barnett
WITNESS PRINTED NAME

June 6, 2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	April 26, 2024 12:19 pm
Browser:	Chrome 124.0.0.0 / Windows
IP Address:	184.53.32.60
Unique ID:	1219350360
Location:	37.751, -97.822

Lex Grow Trees Grant Application

Organization information

Name of organization	Trees Lexington!, Inc.
Street address and zip code	1105 Richmond Rd 40502
Email	info@treeslexington.org
Phone	(859) 230-7584

Contact information

Contact person name	Michael Potapov
Contact person title	President, Board of Directors
Contact person phone number	(859) 230-7584
Contact person email address	michael@treeslexington.org

Project information

Upload a PDF packet with the project narrative, scope of work and community ojectives.	https://drive.google.com/uc?id=1uxlIsYLMdT-HuVrLBz4L0xHw0XcNK0V4&export=download&display=/1219350360TreesLexingtonInc._tl_lgt_narrative_final.pdf
Project start date	Jun 03, 2024
List milestone dates	Various, by project.
Expected completion date	Jun 30, 2026
Upload a document with the project budget and explanation	https://drive.google.com/uc?id=1SCGu2ms_4TDDL9MgLofT_21EVJByredn&export=download&display=/1219350360TreesLexingtonInc._tl_lgt_budget.pdf
Are you willing to accept partial funding?	Yes
List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	African Cemetery No. 2, 419 E. 7th Street - District 1 Oakdale Apartments, 2445 Mulundy Way - District 2 Various other sites for education and outreach across Lexington.

Supplemental material

Combine and upload a minimum of three color photographs of the project area.	https://drive.google.com/uc?id=1ruI7mbhh7FEn1JN74GtJHoOGnQe-RONz&export=download&display=/1219350360TreesLexingtonInc._ac2_and_oakdale_images.pdf
Upload a map of the proposed project location (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1mk5Cqz2We-5vBSegMBhVbbylOBV7RFTQ&export=download&display=/1219350360TreesLexingtonInc._ac2_and_oakdale_tree_canopy_screenshots.pdf
Combine and upload any other supporting documents or letters of support.	https://drive.google.com/uc?id=1mPp7Vg2ljgvZ2JEl8mJpR_EcpGVQT6QL&export=download&display=/1219350360TreesLexingtonInc._beargrass__trees_lexington_support_letter_4.24.2024.pdf

SUPPLEMENTAL MATERIAL
Four images of African Cemetery No. 2



Looking Up to 7th Street From the Top of Section F. Section A is Immediately Ahead



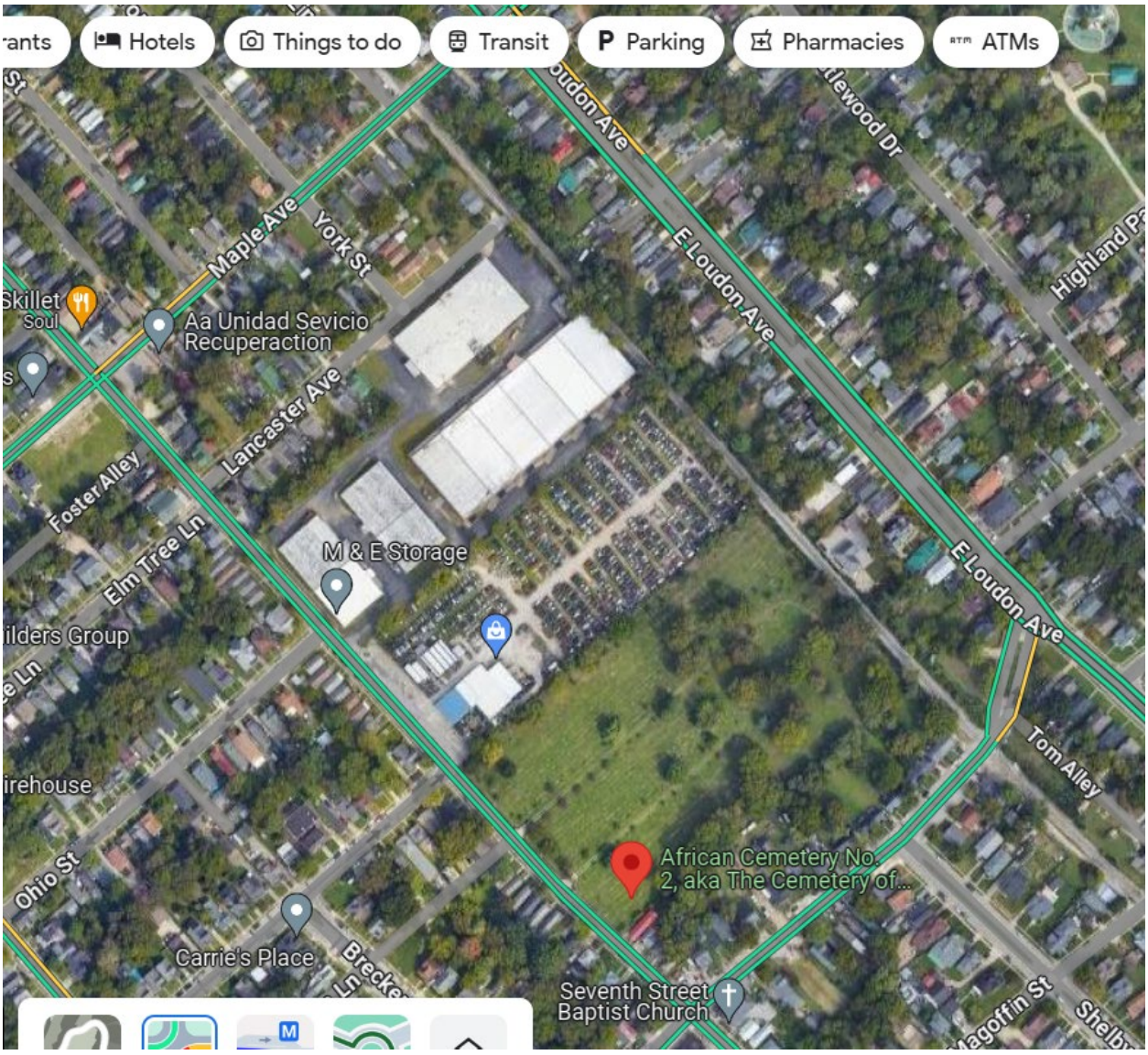
Looking Down From 7th Street Into Section B



Looking From the Top of Section F Approximately North → South Through Section A, B, and C



Photo Shoot in African Cemetery No. 2 By the KY Tourism Bureau for Updates to Their Website.



Google Maps View of African Cemetery No. 2 Between E. Louden Ave and E. 7th St.

CURRENT SPECIES PRESENT IN AFRICAN CEMETERY NO. 2

American Beech
American Chestnut
American Elm
American Holly
American Hornbeam
American Hophornbeam (On order)
American Larch
American Plum
American Smoketree
American Sycamore
American Yellowwood
Bald Cypress
Basswood (Linden)
Bigleaf Magnolia
Bitternut Hickory
Black Cherry
Black Gum (Tupelo)
Black Locust
Black Oak
Black Jack Oak
Black Willow
Black Walnut
Blue Ash
Blue Spruce
Bottlebrush Buckeye
Box Elder
Bur Oak
Butternut (White Walnut)
Carolina Buckthorn
Cherrybark Oak
Chestnut Oak
Chinese Chestnut
Chinquapin Chestnut
Chinquapin Oak
Chokecherry
Common Crape Myrtle
Common Juniper
Corkscrew Willow
Dwarf Hackberry
Eastern Hemlock
Eastern Red Cedar
Eastern Redbud
Eastern White Pine
Flowering Dogwood
Freeman's Maple
Fringe Tree
Ginkgo
Gray Dogwood
Green Ash
Hazelnut
Honey Locust
Kentucky Coffeetree
London Plane Tree
Mimosa (Persian Silk Tree)
Northern Hackberry
Northern Catalpa
Northern Red Oak
Northern White Cedar (Arborvitae)
Norway Spruce
Ohio Buckeye
Osage Orange
Overcup Oak
Pagoda Dogwood (Alternate Leaf Dogwood)
Paw Paw
Pecan
Persimmon
Plum spp.
Pond Cypress
Red Maple
Red Mulberry
River Birch
Rough-Leaved Dogwood
Sargent Crabapple
Sassafras
Scarlet Oak
Serviceberry (Smooth)
Serviceberry (Downy)
Shellbark Hickory
Shingle Oak
Shumard Oak
Silky Dogwood
Silver Maple
Slippery Elm (?)
Southern Magnolia
Spicebush
Sugar Maple
Swamp Chestnut Oak
Swamp White Oak
Sweetgum
Umbrella Magnolia
Virginia Pine
Washington Hawthorn
Weeping Willow
White Ash (Purple Ash)
White Mulberry
White Oak
Willow Oak
Winterberry
Witch Hazel
Yellow Birch
Yellow Buckeye
Yellow Poplar (Tulip Tree)

NATIVE TREE SPECIES ABSENT FROM AFRICAN CEMETERY NO. 2

Drummond's Red Maple
Black Maple
Striped Maple
Mountain Maple

Hercules-Club
Sweet Birch
Smooth Southern-Buckthorn

Water Hickory
Southern Shagbark Hickory
Pignut Hickory
Red Hickory
Shagbark Hickory
Sand Hickory
Mockernut Hickory

Sugarberry
Sweet Pepperbush
Rough-Leaved Dogwood

Barberry Hawthorn
Pear Hawthorn
Scarlet Hawthorn
Cockspur Hawthorn
Fan-leaf Hawthorn
Biltmore Hawthorn
Downey Hawthorn
Waxy-fruited Hawthorn
Large-fruited Hawthorn
Little-hip Hawthorn
One-flower Hawthorn
Green Hawthorn

Wahoo
Pumpkin Ash
Water Locust
Carolina Silverbell

Mountain Holly
Swamp Holly

Cucumber Magnolia
Fraser Magnolia
Pyramid Magnolia

Sweet Crab
Prairie Crab

Swamp Tupelo
Swamp Gum
Sourwood

Short-leaf Pine
Pitch Pine

Water Elm
Balsam Poplar
Eastern Cottonwood
Big-toothed Aspen
Swamp Cottonwood

Chickasaw Plum
Hortulana Plum
Mexican Plum
Wild Goose Plum

Common Hop-Tree

Southern Red Oak
Water Oak
Post Oak

Lance-leaved Buckthorn

Carolina Willow
Diamond Willow
Sandbar Willow

Bladdernut
Mountain Stewartia
American Snowbell
Bigleaf Snow Bell
White Basswood

Winged Elm
September Elm
Rock Elm

Oakdale Apartments Tree Planting Phase 2 Opportunities













Census Block Groups 2020: 210670003002

Herbaceous %	20%
Shrub %	1%
Total Possible Planting Area %	20%
Tree Canopy %	27%
NatureScore™	36
Impervious - Under Tree Canopy %	2%
Impervious %	51%
Bare Soil/Dry Vegetation %	0%
Water %	0%
Urban Tree Canopy (2022)	29%
Urban Tree Canopy (2020)	25%
Urban Tree Canopy (2012)	22%
Tree Canopy Change (2012-2020)	4%
Tree Canopy Change (2012-2022)	7%
Tree Canopy Change (2020-2022)	3%
Unsuitable Planting Area % (Veg)	0%

Zoom To



Census Block Groups 2020: 210670037041

Herbaceous %	43%
Shrub %	2%
Total Possible Planting Area %	45%
Tree Canopy %	11%
NatureScore™	38
Impervious - Under Tree Canopy %	1%
Impervious %	42%
Bare Soil/Dry Vegetation %	1%
Water %	0%
Urban Tree Canopy (2022)	12%
Urban Tree Canopy (2020)	12%
Urban Tree Canopy (2012)	14%
Tree Canopy Change (2012-2020)	-2%
Tree Canopy Change (2012-2022)	-2%
Tree Canopy Change (2020-2022)	0%
Unsuitable Planting Area % (Veg)	0%

Zoom To

1443

BEARGRASS DEVELOPMENT

April 24, 2024

Trees Lexington!
P.O. Box 1046
Lexington, KY 40588

Dear **Trees Lexington!**

We were so proud to partner with **Trees Lexington!** on our tree planting event in November 2023. Thanks to your efforts, our community, **OAKDALE APARTMENTS**, now has 32 beautiful and healthy trees that will provide shade, beauty, wildlife habitat, erosion control, and other environmental benefits for years to come. We are delighted to see the transformation of our landscape and the positive impact it has on our residents and visitors.

We enthusiastically support your mission of enhancing the urban tree canopy and improving quality of life in Lexington. We would love to collaborate again on additional plantings, should the opportunity arise. Our community could greatly benefit from increased tree canopy and enhanced erosion control. Conservative estimates suggest our community could support at least eighty (80) more trees.

We are forever grateful for the enriching experience you have provided for us and our community, and look forward to more successful planting projects in the future!

Sincerely,

Jeremy T. Dyer

Jeremy Dyer

Beargrass Development

Trees Lexington!
Lex Grow Tree Grant Proposal Budget

Summary Budget	**Program Cost**
African Cemetery No. 2	$ 31,245.00
Oakdale Apartments Tree Planting	$ 26,136.00
Community Engagement Intitiative	$ 14,280.00
Tree Stewards Program	$ 15,300.00
Tree Marketing Materials	$ 12,800.00
Total:	**$ 99,761.00**

African Cemetery No. 2	Qty./Hrs.	Cost	Subtotal
Trees B&B Installed	15	$ 500.00	$ 7,500.00
Trees 3-gallon	85	$ 25.00	$ 2,125.00
Tree diapers - 48 in.	15	$ 55.00	$ 825.00
Tree diapers - 24 in.	85	$ 21.00	$ 1,785.00
Dimex tree protectors	100	$ 1.70	$ 170.00
Project Management	80	$ 30.00	$ 2,400.00
Arboretum Application	8	$ 30.00	$ 240.00
Tree Maintenance - 2 years	160	$ 25.00	$ 4,000.00
Educational Workshops	8	$ 200.00	$ 1,600.00
Videography	2	$ 1,000.00	$ 2,000.00
Tree Signs & Stakes	120	$ 30.00	$ 3,600.00
Arboretum Entrance Signs	2	$ 2,500.00	$ 5,000.00
Total:			**$ 31,245.00**

Marketing Materials	Qty./Hrs.		
Development of concept and language	160	$ 30.00	$ 4,800.00
Focus groups and community reviews	60	$ 30.00	$ 1,800.00
Marketing materials graphic design	1	$ 3,000.00	$ 3,000.00
Printing	1	$ 2,000.00	$ 2,000.00
Outreach and materials delivery	40	$ 30.00	$ 1,200.00
Total:			**$ 12,800.00**

Oakdale Apartments Phase 2	Qty./Hrs.	Cost	Subtotal
Trees B&B Installed	30	$ 500.00	$ 15,000.00
Trees 3-gallon	50	$ 25.00	$ 1,250.00
Dimex Tree Protectors	80	$ 1.70	$ 136.00
Planting Design	1	$ 1,800.00	$ 1,800.00
Project Management	50	$ 30.00	$ 1,500.00
Volunteer engagement - food, children's activities	1	$ 750.00	$ 750.00
Event marketing	1	$ 500.00	$ 500.00
Tree maintenance - 2 years	100	$ 25.00	$ 2,500.00
Tree diapers - 48 in.	30	$ 55.00	$ 1,650.00
Tree diapers - 24 in.	50	$ 21.00	$ 1,050.00
Total:			**$ 26,136.00**

Tree Stewards Program	Qty./Hrs.	Cost	Subtotal
Workshop Development & Preparation	80	$ 30.00	$ 2,400.00
Marketing & Participant recruitment	120	$ 30.00	$ 3,600.00
Monthly workshops - 2 years	24	$ 200.00	$ 4,800.00
Soil knives/pruners/sheath	60	$ 75.00	$ 4,500.00
Total:			**$ 15,300.00**

Community Engagement	Qty./Hrs.	Cost	Subtotal
Proactive outbound calls offering to present	240	$ 30.00	$ 7,200.00
Presentation Development	20	$ 30.00	$ 600.00
Bi-monthly for 2 years	48	$ 60.00	$ 2,880.00
Food & Beverage	48	$ 75.00	$ 3,600.00
Total:			**$ 14,280.00**

Organization: Trees Lexington!, Inc., Nonprofit, 501(c)(3)

Address: PO Box 1046 Lexington, KY 40588

Website: www.treeslexington.org Email: info@treeslexington.org

Contact Person: Michael Potapov, President, Board of Directors

Email: michael@treeslexington.org Phone: (859) 230-7584

Proposal

Trees Lexington is a non-profit that empowers community members to dig in to the fun and fulfilling work of expanding and maintaining our local tree canopy. Through community tree plantings, tree giveaways, and educational workshops on proper tree care, Trees Lexington increases canopy cover, improves the health of our citizens, and preserves the character of our city.

Trees Lexington is seeking funding to execute a multi-faceted program of tree planting, tree maintenance, education, and engagement with a focus on tree equity in areas historically underrepresented and low in tree canopy coverage.

If awarded, project planning and preparation can begin promptly in late summer, early fall. The planting portion will take place in late fall 2024 and early spring 2025. Community engagement, Tree Stewards educational events, and tree maintenance activities will take place over the 2-year period of the grant. Please see the details of each item for additional information.

Summary Budget	Program Cost
African Cemetery No. 2	$ 31,245.00
Oakdale Apartments Tree Planting	$ 26,136.00
Community Engagement Intitiative	$ 14,280.00
Tree Stewards Program	$ 15,300.00
Tree Marketing Materials	$ 12,800.00
Total:	**$ 99,761.00**

African Cemetery No. 2

Located in District 1, this is the earliest recorded cemetery in Lexington to be organized, owned, and managed by African Americans. It began in 1869 and burials continued until 1976. The

people buried here were important figures in Lexington including KY Derby-winning jockeys and trainers, USCT soldiers, and founders of the Colored Orphan Home. Like many private cemeteries it was not endowed and with the death of its founding members in Union Benevolent Society No. 2 (from which the cemetery gets its name) the cemetery became urban wasteland. It was declared abandoned on April 17, 1973. City government claimed ownership and surveyed graves in the cemetery in 1973 in anticipation of planned development; the revelation that there were over 5000 burial sites precluded that use (there are at least 7600 known burials).

In March 1979, the Rev. H. Greene organized a nonprofit group as African Cemetery No. 2, Inc. to reclaim the landscape. The cemetery was cleaned and renovated in 1980 and African Cemetery No. 2, Inc. was deeded the property in May 1981.

The nonprofit was reorganized in 1995 and restoration, historic preservation, and cultural activities have continued since. The site was listed on the National Register of Historic Places in 2004. It is the home of Lexington's longest running Juneteenth Celebration, and won an award for landscaping from the Bluegrass Trust in 2023.

AN EVOLVING MISSION

Since 2017 African Cemetery No. Inc. has recognized that preserving and promoting the historical significance of Lexington's African American community is critical, but the cemetery also plays a valuable role as urban greenspace in a residential area. The Google Maps view of the cemetery shows that it has extensive canopy in some sections with mature trees, but there are opportunities for greater plantings in approximately 60% of the cemetery.

During the cemetery's renovation in 1980 the focus was on ease of maintenance rather than tree cover. Consequently, the overall design was that of a 'lawn cemetery,' which has minimum ecological value as wildlife habitat and for the surrounding community. Mature trees (predominantly Black Locust, Black Walnut, Northern Hackberry, and Wild Cherry) were not replaced or removed as they died. This meant the tree canopy in African Cemetery No. 2 was actually decreasing with time. As indicated in Lexington's 'Tree Canopy Assessment,' District 1, where the cemetery is found, lost eight acres of tree canopy between 2010 and 2020.

However, a major tree planting campaign by Town Branch Tree Experts (now Bartlett Tree Experts) was funded by LFUCG in 2017 to help reverse this process. Tree diversity in African Cemetery No. 2 was substantially increased with a major focus on native tree species. Because so many of these trees are quite young, African Cemetery No. 2 is at an ideal place and time to incorporate increased tree canopy with enhanced tree stewardship at a site of historical significance that benefits from increased visitation and provides service to the community.

SCOPE OF WORK

There are 5 key objectives in this proposal.

1. Increase native tree representation to 75% of known Kentucky species (www.naturepreserves.ky.gov).

2. Increase tree density 20% from approximately 50/acre to 60/acre (approximately 100 trees).
3. Prepare and submit an application for formal accreditation as a Class I arboretum (arbnet.org/accreditation)
4. Permanently identify signature tree species with markers and develop historically relevant content for sponsored and independent tree walks.
5. Conduct training sessions for mulching, pruning, and other tree stewardship activities.

Trees Lexington, in collaboration with African Cemetery No. 2, Inc., will develop a centralized location in Lexington's East End where the types of trees, their benefits, and stewardship can be demonstrated in a location for which the draw of visitors for urban forestry will promote exposure to a significant feature of Lexington's past as the city approaches its 250th anniversary.

The Scope of Work centers on increasing tree diversity with native species, increasing tree density to ensure canopy closure in designated areas, and developing educational signage and programming that will inform visitors to the cemetery. These main activities will facilitate additional goals such as justifying arboretum accreditation, providing space for training, and creating opportunities for visitors to assist maintaining this historic site.

An overarching benefit of investing in the afforestation of African Cemetery No. 2 is creating an urban forest in the East End (District 1), which has low ranking in tree canopy (https://www.lexingtonky.gov/lexingtons-tree-canopy). Based on Lexington's 2022 Tree Canopy report card, District 1 has among the lowest tree canopy percentages (19%), 'D' grades for current and potential canopy, and an 'F' grade for Heat Mitigation. The 2020 Census Block, where the cemetery is located, has 27% tree canopy coverage and 20% possible planting area (see Tree Canopy screenshot attached to this proposal).

By the numbers this is how the existing canopy in African Cemetery No. 2 has contributed to Lexington's Ecological Environment (Survey by the Urban Forest Initiative, 2019):

- 5,294 pounds of carbon stored annually
- 32,742 gallons of stormwater intercepted per year
- $587,431 as the replacement cost of 148 mature trees

ENGAGEMENT AND EDUCATION

African Cemetery No. 2 has been a model for using a historic site to reveal and promote the history a specific community. By hosting multiple cultural events in the cemetery itself, the cemetery board has sought to engage the interest and participation of a wider community in Lexington. For example, African Cemetery No. 2 has had had a multi-year collaboration with Hoe 'N Hope Garden Club of Lexington to provide monthly maintenance of gardens at the front gates in addition to management of Crape Myrtle lining the entrance ways.

The focus on tree stewardship described in this proposal continues that approach by providing opportunities for the Lexington community to engage in education and maintenance of an historic site. In 2023, for example, 19 different service or school groups visited the ceremony to

either learn about the relationship of the cemetery to Lexington's history or participate in its care (see the 2023 annual report www.africancemeteryno2.org).

The Morton Arboretum sponsors accreditation for various levels of arboretums. African Cemetery No. 2 has already met most of the requirements for a Class I designation by virtue of: a plan for existing and new plantings, an inventory of trees present, greater than 100 species, a governing board, labeled trees, staff or volunteer support, public access, and at least one public event.

CONTRIBUTIONS TO THE COMMUNITY

There are several unique contributions to the community inherent in this proposal. First, the collaboration of Trees Lexington and African Cemetery No. 2 has made the cemetery a site for a community chip drop for the East End with the participation of Bartlett Tree Experts. This makes it a resource for backyard conservation efforts. Second, tree fall in African Cemetery No. 2 has provided wood that local residents have used for firewood (Saunda Coleman, personal communication). Third, by planting fruit and nut bearing trees in the cemetery (e.g. Black Walnuts, Chestnuts, Choke Cherries, Hazelnuts, Hickories, Paw Paws, Persimmons, Plums, Serviceberries) the cemetery can become a community resource for edible foods for both wildlife and people. Fourth, many of the trees in African Cemetery No. 2 have been labeled as to species and mapped as to location in anticipation of the requirements for becoming accredited as a Class I arboretum. Lexington has the State arboretum on Cooper Drive and a National Arboretum at Lexington Cemetery on Leestown Road. Increasing species diversity and developing educational material for individual tree species (an example being the information available at McConnell Springs) provides another site for environmental education in Lexington's East End. The site is within walking distance to William Wells Brown Elementary School, George Washington Carver School, Sayre School, and Transylvania University.

ACTIVITIES FOCUSED ON TREE STEWARDSHIP

Trees Lexington has been a major contributor promoting and conducting tree stewardship activities in African Cemetery No. 2.

Mulching Events: For the past two years Trees Lexington has coordinated a service event to promote appropriate tree mulching in African Cemetery No. 2 (wood ships provided by Bartlett Tree Experts).

Tree Pruning Events: For the past two years Trees Lexington has conducted a service/training event in African Cemetery No. 2 in which appropriate pruning techniques are illustrated and practiced by participants using the trees in African Cemetery No. 2 as source material.

Pollinator Week: 2023 was Lexington's first "Pollinator Week" celebration and Trees Lexington conducted a walking tour of representative trees in African Cemetery No. 2 contributing to pollinator habitat in Lexington.

Tree Week: For the last three years Trees Lexington has collaborated with African Cemetery No. 2 to host a tree walk in the cemetery, which highlights the cemetery from the backdrop of eight signature tree species (see www.africancemeteryno2.org for programs and tours).

Tree Planting: For the past three years the bi-yearly tree giveaways conducted by Trees Lexington (co-sponsored by the Fayette County Conservation District) have provided diverse tree species to individual households that in turn have been donated to African Cemetery No. 2. In addition, other groups (e.g. Alpha Kappa Alpha service sorority) have donated trees. Since the survey conducted in 2019 the number of trees in African Cemetery No. 2 has increased to > 400 representing 100 different species and > 50% of the tree species native to Kentucky.

PROJECT DATES AND SCHEDULE

May 2024
- Proposal approved

June 2024 – September 2024
- Supervising steward identified
- Trees ordered and installation event scheduled
- Pollinator Week Tour
- Submit application for arboretum classification

October '24 – March 2025
- Tree Week Tour
- Tree Planting Event(s)
- Tree Maintenance Event
- Tree Tagging
- Video production of Interactive Guide

March 2025 – April 2025
- Tree planting(s)
- Installation of educational markers
- Production and posting of educational information

May 2025
- Final Project Report

African Cemetery No. 2	Qty./Hrs.	Cost	Subtotal
Trees B&B Installed	15	$ 500.00	$ 7,500.00
Trees 3-gallon	85	$ 25.00	$ 2,125.00
Tree diapers - 48 in.	15	$ 55.00	$ 825.00
Tree diapers - 24 in.	85	$ 21.00	$ 1,785.00
Dimex tree protectors	100	$ 1.70	$ 170.00
Project Management	80	$ 30.00	$ 2,400.00
Arboretum Application	8	$ 30.00	$ 240.00
Tree Maintenance - 2 years	160	$ 25.00	$ 4,000.00
Educational Workshops	8	$ 200.00	$ 1,600.00
Videography	2	$ 1,000.00	$ 2,000.00
Tree Signs & Stakes	120	$ 30.00	$ 3,600.00
Arboretum Entrance Signs	2	$ 2,500.00	$ 5,000.00
Total:			**$ 31,245.00**

Oakdale Apartments Tree Planting Phase 2

Following a successful completion of the tree installation portion of the Tree Canopy Committee pilot grant in the fall of 2023, Trees Lexington seeks to continue growing tree canopy in Council District 2. Oakdale Apartments is a new affordable housing development located in the 2020 Census Block with only 11% tree canopy coverage (see Tree Canopy screenshot attached to this proposal). The goal of the project developer has always been to build a campus with an abundance of trees for the residents to enjoy. As of the fall 2023, two multi-unit buildings were completed, which allowed Trees Lexington to collaborate with the developer to hold tree planting events to increase the number and the diversity of tree species on the site beyond the required minimum. A total of 9 balled and burlapped trees were installed by a contractor with an additional 23 3-gallon container trees installed with 31 community volunteers.

An additional four buildings are now completed making new planting areas ready for additional tree installations. Trees Lexington is proposing installing 30 balled and burlapped trees as well as 50 3-gallon container trees. The project aims to involve local residents through door-to-door canvassing, as well as volunteers from the community.

If funded, the planting portions of the project will take place in late fall 2024 and early spring 2025 with maintenance activities (watering, mulching, and pruning) spread out of the following two years. Trees will be maintained with the assistance of Trees Lexington's field technician and through additional volunteer events for two years. Tree diapers will be installed on all the newly installed trees to help keep the soil moist with supplementary watering provided as needed.

Oakdale Apartments Phase 2	Qty./Hrs.	Cost	Subtotal
Trees B&B Installed	30	$ 500.00	$ 15,000.00
Trees 3-gallon	50	$ 25.00	$ 1,250.00
Dimex Tree Protectors	80	$ 1.70	$ 136.00
Planting Design	1	$ 1,800.00	$ 1,800.00
Project Management	50	$ 30.00	$ 1,500.00
Volunteer engagement - food, children's activities	1	$ 750.00	$ 750.00
Event marketing	1	$ 500.00	$ 500.00
Tree maintenance - 2 years	100	$ 25.00	$ 2,500.00
Tree diapers - 48 in.	30	$ 55.00	$ 1,650.00
Tree diapers - 24 in.	50	$ 21.00	$ 1,050.00
Total:			**$ 26,136.00**

Community Engagement Initiative

A recently published paper by Lindsay Darling titled "Identifying social barriers to equitable tree planting and quantifying potential benefits to overcoming them" (https://treefund.org/archives/22232) describes the results of a research survey in Chicago. Although various organizations aim to correct the tree canopy deficiencies in under-resourced communities, "the efforts often do not garner buy-in from their intended communities…in part because these organizations are frequently outsiders to the communities where they work and do not understand the social barriers or concerns that residents may have toward greening efforts."

Trees Lexington's has done significant outreach and worked to grow connections and execute tree planting projects at African Cemetery No. 2, Shropshire Circle, the William Wells Brown Elementary School and Community Center, and Cadentown Baptist Church, among others. Building on these efforts, Trees Lexington is proposing a proactive tree information and presentation initiative focusing on Districts 1, 2, 6, 7 and 11. Although this is an experimental program, Trees Lexington has a track record of building relationships and engaging residents from all backgrounds, faiths, and races.

The effort will consist of actively reaching out and seeking to meet with any groups that are organized around common areas of interest – religious institutions, social and civic clubs, regular community gatherings, such as fish fry events, etc. We will hold formal and informal presentations and discussions about the role and importance of trees in our landscape with a target frequency of two presentations every month for two years. The goal is to build relationships and identify community leaders who can serve as neighborhood advisors and tree canopy advocates.

Assuming our efforts of engagement are successful, interested individuals will be invited to participate in the Tree Stewards training. We will seek opportunities to identify tree planting sites on private property with a follow-on funding request to execute tree installations with the trained Tree Stewards.

Community Engagement	Qty./Hrs.	Cost	Subtotal
Proactive outbound calls offering to present	240	$ 30.00	$ 7,200.00
Presentation Development	20	$ 30.00	$ 600.00
Bi-monthly for 2 years	48	$ 60.00	$ 2,880.00
Food & Beverage	48	$ 75.00	$ 3,600.00
Total:			**$ 14,280.00**

Tree Stewards Program

To build on the ongoing Tree Stewards program offering, Trees Lexington is seeking funding to significantly ramp up the frequency of regular training events to be held once a month for two years. The program will be comprised of classroom and field sessions with in-depth training covering basic botany, tree species identification, tree species characteristics, placement considerations, proper planting and mulching techniques, young tree pruning, common diseases and pests, soil considerations, etc. Importantly, each topic will be discussed in appropriate detail, so as to inform the participants about the underlying reasoning and scientific basis for each consideration and practice.

Participants will be provided an opportunity to take formal examinations on the course sections demonstrating proficiency and understanding. A passing score in each module will entitle the participant to earn the Tree Steward designation, to be rewarded by a set of tools (soil knife and pruners).

Field training sessions will take place on both public and private property (public parks, schools, private land, all with appropriate approvals) around Lexington to make the program accessible to as many participants as possible. Our goal is to have sixty individuals complete the full program and earn the designation over the 2-year period.

Tree Stewards Program	Qty./Hrs.	Cost	Subtotal
Workshop Development & Preparation	80	$ 30.00	$ 2,400.00
Marketing & Participant recruitment	120	$ 30.00	$ 3,600.00
Monthly workshops - 2 years	24	$ 200.00	$ 4,800.00
Soil knives/pruners/sheath	60	$ 75.00	$ 4,500.00
Total:			**$ 15,300.00**

Tree Marketing Materials

Trees Lexington seeks funding to develop accessible, yet comprehensive tree advocacy and maintenance marketing and educational materials to support the city-wide efforts to improve the levels of understanding of the value of tree canopy as well as proper maintenance. Sample topics covered will include: value of trees as “utilities”, proper tree planting, proper tree mulching, common detrimental practices (mower damage), and young tree pruning. The materials will aim to be visually attractive, accessible and understandable to both untrained residents and professional landscapers. Both English and Spanish language versions will be developed.

Trees Lexington will develop the concept and the language with the help of the members of the academic, arboriculture, landscape management, and behavioral psychology professionals.

Focus groups will be consulted for design and language feedback. A marketing and graphic design professional will be engaged to develop effective graphics to illustrate the key concepts.

The resulting materials will be made widely available via community partners, landscaping, and tree nursery businesses, as well as any other entities.

Marketing Materials	Qty./Hrs.				
Development of concept and language	160	$	30.00	$	4,800.00
Focus groups and community reviews	60	$	30.00	$	1,800.00
Marketing materials graphic design	1	$	3,000.00	$	3,000.00
Printing	1	$	2,000.00	$	2,000.00
Outreach and materials delivery	40	$	30.00	$	1,200.00
Total:				**$**	**12,800.00**

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Trees Lexington!, Inc.

Requested Grant Amount: $99,761.00

Project Elements:

1. Tree Planting at African Cemetery No. 2
2. Tree Planting at Oakdale Apartments
3. Community Engagement Initiative
4. Tree Stewards Program
5. Tree Marketing Materials

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **95**.
- Approve the Grant Application for the **Partial** amount of **$86,655.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
  2. Grant funds shall not be allocated to or used for the Tree Marketing Materials project element.
  3. Applicant should use either tree diapers or tree protectors, but not both, to prevent mechanical damage to the trunk.
  4. If tree diapers are used, make sure that the property owner is aware and is in agreement.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

✓ The application has been scored and is deemed worthy of funding this granting cycle.

✓ The grant application is approved in the amount of: $ 86,655.00

✓ The grant is approved with the following stipulations: see items #1-#4 in the Recommendation section above.

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

5/22/2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)
2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)
7. Supplemental material
    a. A minimum of three (3) color photographs of the project area.
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.

3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement.
6. Grantees will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.
9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE GRANT AWARD AGREEMENTS RELATED TO GRANTS AWARDED UNDER THE LEX GROW TREES GRANT PROGRAM WITH ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC. ($100,000.00); BLUEGRASS GREENSOURCE, INC. ($95,312.50); BREAD & CIRCUSES LLC ($6,000.00); EASTLAND PARKWAY NEIGHBORHOOD ASSOCIATION, LLC ($18,271.85); FRIENDS OF THE PARKS IN FAYETTE COUNTY, INC. ($4,172.00); FRIENDS OF WOLF RUN INC. ($97,935.00); HARTLAND HOMEOWNER'S ASSOCIATION, INC. ($76,785.20); PENSACOLA PARK NEIGHBORHOOD ASSOCIATION, LLC ($6,000.00); AND TREES LEXINGTON! INC. ($86,655.00) FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED THE SUM STATED.

_____

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute grant award agreements related to grants awarded under the Lex Grow Trees Grant Program, which are attached hereto and incorporated herein by reference, with Andover Forest Homeowners Association, Inc., Bluegrass Greensource, Inc., Bread & Circuses LLC, Eastland Parkway Neighborhood Association, LLC, Friends Of The Parks In Fayette County, Inc., Friends Of Wolf Run Inc., Hartland Homeowner's Association, Inc., Pensacola Park Neighborhood Association, LLC, and Trees Lexington! Inc. for the Division of Environmental Services.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Andover Forest Homeowners Association, Inc. ($100,000.00); Bluegrass Greensource, Inc. ($95,312.50); Bread & Circuses LLC ($6,000.00); Eastland Parkway Neighborhood Association, LLC ($18,271.85); Friends Of The Parks In Fayette County, Inc. ($4,172.00); Friends Of Wolf Run Inc. ($97,935.00); Hartland Homeowner's Association, Inc. ($76,785.20); Pensacola Park Neighborhood Association, LLC ($6,000.00); and Trees Lexington! Inc. ($86,655.00) from account #1105-313201-78112, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0668-24/EnviroSrvc/GET/4875-4185-3897, v. 1

RESOLUTION NO. 360 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE GRANT AWARD AGREEMENTS RELATED TO GRANTS AWARDED UNDER THE LEX GROW TREES GRANT PROGRAM WITH ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC. ($100,000.00); BLUEGRASS GREENSOURCE, INC. ($95,312.50); BREAD & CIRCUSES LLC ($6,000.00); EASTLAND PARKWAY NEIGHBORHOOD ASSOCIATION, LLC ($18,271.85); FRIENDS OF THE PARKS IN FAYETTE COUNTY, INC. ($4,172.00); FRIENDS OF WOLF RUN INC. ($97,935.00); HARTLAND HOMEOWNER'S ASSOCIATION, INC. ($76,785.20); PENSACOLA PARK NEIGHBORHOOD ASSOCIATION, LLC ($6,000.00); AND TREES LEXINGTON! INC. ($86,655.00) FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED THE SUM STATED.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute grant award agreements related to grants awarded under the Lex Grow Trees Grant Program, which are attached hereto and incorporated herein by reference, with Andover Forest Homeowners Association, Inc., Bluegrass Greensource, Inc., Bread & Circuses LLC, Eastland Parkway Neighborhood Association, LLC, Friends Of The Parks In Fayette County, Inc., Friends Of Wolf Run Inc., Hartland Homeowner's Association, Inc., Pensacola Park Neighborhood Association, LLC, and Trees Lexington! Inc. for the Division of Environmental Services.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Andover Forest Homeowners Association, Inc. ($100,000.00); Bluegrass Greensource, Inc. ($95,312.50); Bread & Circuses LLC ($6,000.00); Eastland Parkway Neighborhood Association, LLC ($18,271.85); Friends Of The Parks In Fayette County, Inc. ($4,172.00); Friends Of Wolf Run Inc. ($97,935.00); Hartland Homeowner's Association, Inc. ($76,785.20); Pensacola Park Neighborhood Association, LLC ($6,000.00); and Trees Lexington! Inc. ($86,655.00) from account #1105-313201-78112, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0668-24/EnviroSrvc/GET/4875-4185-3897, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Friends of the Parks Fayette County** (Hereinafter "Organization"), with the mailing address of 206 East Vista Street, Lexington, Kentucky 40503.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $4,172.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Friends of the Parks in Fayette County, Inc
Organization Name (Printed)

BY: Sandy Shafer
Signature

President
Title

Jonathan Delap
WITNESS SIGNATURE

Jonathan Delap
WITNESS PRINTED NAME

June 7th 2024
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Friends of Wolf Run** (Hereinafter "Organization"), with the mailing address of 639 Cardinal Lane, Lexington, Kentucky 40503.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $97,935.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Friends of Wolf Run Inc
Organization Name (Printed)

BY: [signature]
Signature

President
Title

[signature]
WITNESS SIGNATURE

GERALD WEISENFLUH
WITNESS PRINTED NAME

June 4, 2024
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Hartland Homeowners Association** (Hereinafter "Organization"), with the mailing address of 4910 Hartland Parkway, Lexington, Kentucky 40515.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $76,785.20 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Hartland Homeowners Association

Organization Name (Printed)

BY: Lily T. Richardson

Signature

HHA Secretary - 2024

Title

April D Sharp

WITNESS SIGNATURE

April D Thompson

WITNESS PRINTED NAME

06-07-24

DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Pensacola Park Neighborhood Association** (Hereinafter "Organization"), with the mailing address of 143 Goodrich Avenue, Lexington, Kentucky 40503.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $6,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Pon Spring Park Neighborhood Association
Organization Name (Printed)

BY: _____
Signature

Director
Title

Robin Lindsay
WITNESS SIGNATURE

Robin Lindsay
WITNESS PRINTED NAME

05-JUN-2024
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Trees Lexington!, Inc.** (Hereinafter "Organization"), with the mailing address of 1105 Richmond Road, Lexington, Kentucky 40502.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $86,655.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

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7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

TREES LEXINGTON!, Inc.
Organization Name (Printed)

BY: _____
Signature

President
Title

Nancy M Barnett
WITNESS SIGNATURE

Nancy M. Barnett
WITNESS PRINTED NAME

June 6, 2024
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Bread and Circuses Media, LLC** (Hereinafter "Organization"), with the mailing address of 157 Strawberry Fields Road, Lexington, Kentucky 40516.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $6,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

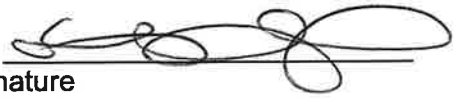
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Bread and Circuses LLC
Organization Name (Printed)

BY: 
Signature

Owner & Founder
Title

WITNESS SIGNATURE

Christopher Murray
WITNESS PRINTED NAME

6/5/24
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Bluegrass Greensource** (Hereinafter "Organization"), with the mailing address of 835 National Avenue, Lexington, Kentucky 40502.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $95,312.50 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

Bluegrass Greensource
Organization Name (Printed)

BY: Amy Salyer
Signature

Executive Director
Title

Pattie Stivender
WITNESS SIGNATURE

Pattie Stivender
WITNESS PRINTED NAME

6/4/24
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Andover Forest Homeowners Association** (Hereinafter "Organization"), with the mailing address of c/o Allpoints Mgmt, 141 Prosperous Place, Suite 21, Lexington, Kentucky 40509.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $100,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit

B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
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5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Andover Forest HOA
Organization Name (Printed)

BY: Susan J. Hoffmann
Signature

President,
Title
Andover Forest HOA Board of Directors

WITNESS SIGNATURE

JARED GIBSON
WITNESS PRINTED NAME

6/4/2024
DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Eastland Parkway Neighborhood Association** (Hereinafter "Organization"), with the mailing address of 1807 Atlanta Drive, Lexington, Kentucky 40505.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $18,271.85 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
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   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
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   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

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7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

Eastland Parkway Neighborhood Assoc.
Organization Name (Printed)

BY: _____
Signature

Treasurer
Title

Barbara Hatton
WITNESS SIGNATURE

BARBARA HATTON
WITNESS PRINTED NAME

6-4-2024
DATE

4881-3166-5349, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0669-24

File ID:	0669-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/18/2024
File Name:	FLSA Change- Early Child Care Teacher			**Final Action:**	07/02/2024

Title: An Ordinance amending the authorized strength by abolishing ten (10) classified positions of Early Child Care Teacher, Grade 512E, and creating ten (10) classified positions of Early Child Care Teacher, Grade 512N, in the Div. of Family Services, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective July 1, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	07/02/2024
Attachments:	Bluesheet Memo 24-0049, ORD 0669-24 FLSA Early Child Care Teacher 4888-1027-6041 v.1.docx, O-071-2024	**Enactment Number:**	O-071-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/25/2024	Approved and Referred to Docket	Urban County Council	06/27/2024		Pass
1	Urban County Council	06/27/2024	Received First Reading	Urban County Council	07/02/2024		
1	Urban County Council	07/02/2024	Approved				Pass

Text of Legislative File 0669-24

Title

An Ordinance amending the authorized strength by abolishing ten (10) classified positions of Early Child Care Teacher, Grade 512E, and creating ten (10) classified positions of Early Child Care Teacher, Grade 512N, in the Div. of Family Services, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring

all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective July 1, 2024. [Div. of Human Resources, George]

Summary

Authorization to change all Early Child Care Teacher FLSA status from exempt to non-exempt positions, effective beginning July 1, 2024. (L0669-24) (George/Hamilton)

Budgetary Implications: TBD: Employees now eligible for overtime.

Advance Document Review:

Law:

Risk Management: NA

Fully Budgeted:

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: June 18, 2024

SUB JECT: **FLSA change from Exempt to Non-Exempt**

Request:

Council authorization is requested to change all Early Child Care Teacher FLSA status from exempt to non-exempt positions, effective beginning July 1, 2024.

Why are you requesting:

On April 24, 2024 the United States Department of Labor announced a final rule, Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Outside Sales and Computer Employees. This rule affects the Fair Labor Standards Act salary threshold for all the positions of Early Child Care Teacher in the Division of Family Services. The salary threshold will now be $844 per week, $43,888 annually (was previously $684 per week, $35,568 annually). To avoid a split exemption classification and another salary threshold movement in January 2025 ($1,128 per week, $58,656 annually), the FLSA status for these positions will be changing from "Exempt" to "Non-Exempt" effective the beginning of the pay period July 1, 2024.

The current incumbents are as follows:

Division	Employee Name	Current Grade	New Grade
Family Services	Vicki McCurry	512E	512N
Family Services	Toni Stinson	512E	512N

200 East Main St. Lexington, KY 40507 / 859.258.3030 Phone / 859.258.3059 Fax / lexingtonky.gov

Family Services	Teresa Childers	512E	512N
Family Services	Dragica Busbaher	512E	512N
Family Services	Amber Stevens	512E	512N
Family Services	Hosna Ara	512E	512N
Family Services	Whitney Mattingly-Peackock	512E	512N
Family Services	Rhonda Jones	512E	512N
Family Services	Jo Ballard	512E	512N

What is the cost in this budget year and future budget year?
While the base salaries remain the same, there may be a potential fiscal impact due to the fact that these employees will become eligible for overtime pay.

File Number: 0669.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TEN (10) CLASSIFIED POSITIONS OF EARLY CHILD CARE TEACHER, GRADE 512E, AND CREATING TEN (10) CLASSIFIED POSITIONS OF EARLY CHILD CARE TEACHER, GRADE 512N, IN THE DIVISION OF FAMILY SERVICES, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE JULY 1, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

640.060 10 523 512N Early Child Care Teacher

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to non-exempt position as follows:

Vicki McCurry, from Early Child Care Teacher, Grade 512E, at $2,135.12 biweekly, to Early Child Care Teacher, Grade 512N, at $26.689 hourly.

Toni Stinson, from Early Child Care Teacher, Grade 512E, at $1,516.56 biweekly, to Early Child Care Teacher, Grade 512N, at $18.957 hourly.

Teresa Childers, from Early Child Care Teacher, Grade 512E, at $2,058.48 biweekly, to Early Child Care Teacher, Grade 512N, at $25.731 hourly.

Dragica Busbaher, from Early Child Care Teacher, Grade 512E, at $1,789.04 biweekly, to Early Child Care Teacher, Grade 512N, at $22.363 hourly.

Amber Stevens, from Early Child Care Teacher, Grade 512E, at $1,600.08 biweekly, to Early Child Care Teacher, Grade 512N, at $20.001 hourly.

Hosna Ara, from Early Child Care Teacher, Grade 512E, at $1,705.68 biweekly, to Early Child Care Teacher, Grade 512N, at $21.321 hourly.

Whitney Mattingly-Peacock, from Early Child Care Teacher, Grade 512E, at $1,648.00 biweekly, to Early Child Care Teacher, Grade 512N, at $20.600 hourly.

Rhonda Jones, from Early Child Care Teacher, Grade 512E, at $1,649.36 biweekly, to Early Child Care Teacher, Grade 512N, at $20.617 hourly.

Jo Ballard, from Early Child Care Teacher, Grade 512E, at $1,648.00 biweekly, to Early Child Care Teacher, Grade 512N, at $20.600 hourly.

Section 3 – That this Ordinance shall become effective on July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

0669-24/HR/GET/4888-1027-6041, v. 1

ORDINANCE NO. 071 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TEN (10) CLASSIFIED POSITIONS OF EARLY CHILD CARE TEACHER, GRADE 512E, AND CREATING TEN (10) CLASSIFIED POSITIONS OF EARLY CHILD CARE TEACHER, GRADE 512N, IN THE DIVISION OF FAMILY SERVICES, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE JULY 1, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

640.060	10	523	512N	Early Child Care Teacher

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to non-exempt position as follows:

Vicki McCurry, from Early Child Care Teacher, Grade 512E, at $2,135.12 biweekly, to Early Child Care Teacher, Grade 512N, at $26.689 hourly.

Toni Stinson, from Early Child Care Teacher, Grade 512E, at $1,516.56 biweekly, to Early Child Care Teacher, Grade 512N, at $18.957 hourly.

Teresa Childers, from Early Child Care Teacher, Grade 512E, at $2,058.48 biweekly, to Early Child Care Teacher, Grade 512N, at $25.731 hourly.

Dragica Busbaher, from Early Child Care Teacher, Grade 512E, at $1,789.04 biweekly, to Early Child Care Teacher, Grade 512N, at $22.363 hourly.

Amber Stevens, from Early Child Care Teacher, Grade 512E, at $1,600.08 biweekly, to Early Child Care Teacher, Grade 512N, at $20.001 hourly.

Hosna Ara, from Early Child Care Teacher, Grade 512E, at $1,705.68 biweekly, to Early Child Care Teacher, Grade 512N, at $21.321 hourly.

Whitney Mattingly-Peacock, from Early Child Care Teacher, Grade 512E, at $1,648.00 biweekly, to Early Child Care Teacher, Grade 512N, at $20.600 hourly.

Rhonda Jones, from Early Child Care Teacher, Grade 512E, at $1,649.36 biweekly, to Early Child Care Teacher, Grade 512N, at $20.617 hourly.

Jo Ballard, from Early Child Care Teacher, Grade 512E, at $1,648.00 biweekly, to Early Child Care Teacher, Grade 512N, at $20.600 hourly.

Section 3 – That this Ordinance shall become effective on July 1, 2024.

PASSED URBAN COUNTY COUNCIL: July 2, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: July 10,2024-1t

0669-24/HR/GET/4888-1027-6041, v. 1