

Contract #20-2015

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the thirteenth day of February, 2015, 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, **NAMI Lexington** with offices located at 498 Georgetown Street, Suite 201, Lexington, Kentucky 40508 (hereinafter "Organization").

R E C I T A L S

WHEREAS, the Government and Sponsor desires to implement a program to serve those with severe and persistent mental illness, especially those experiencing homelessness;

WHEREAS, the Government and Sponsor solicited Requests for Proposals from public organizations and private non-profit organizations to provide this service through RFP 70-2014 Mental Health Court;

WHEREAS, the Organization submitted a proposal which was deemed by the Government and the Sponsor to be the best and most responsive proposal to implement the Mental Health Court Program.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on February 13, 2015, and continuing for a period of twelve (12) months. This Agreement shall automatically renew on an annual basis for up to two (2) additional terms of one (1) year each unless either party provides the other with at least sixty (60) days advance written notice. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing the Organization with at least (30) days advance written notice of termination.

2. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

(a) Exhibit "A" - RFP #70-2014, consisting of 45 pages;

(b) Exhibit "B" - Organization's Formal Proposal to RFP #70-2014, consisting of 124 pages.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by the provisions of RFP #70-2014 (Exhibit "A"), and Organization's Formal Proposal (Exhibit "B").

3. Government shall pay Organization the sum of **One Hundred and Fifty Thousand dollars (\$150,000.00)** in the first year of the Agreement for the services required by this Agreement, said services being more particularly described in pages 2 through 29 of Exhibit B attached hereto and incorporated herein by reference, one-fourth ($1/4^{\text{th}}$) of which shall be payable in February 2015 or shortly thereafter upon receipt of an invoice, with one-fourth ($1/4^{\text{th}}$) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Government shall pay Organization on the same quarterly schedule the sum of **One Hundred Thousand dollars (\$100,000)** in the second year of the agreement and the sum of **Fifty Thousand dollars (\$50,000)** in the third year of the agreement for a three-year total not to exceed **Three Hundred Thousand dollars (\$300,000)**. Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of May, August, November and February each year of the Agreement. Both reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided. Funding for the second and third term of this Agreement will be based on the Lexington-

Fayette Urban County Council budget appropriation and approval.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in Exhibit "B" attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the Exhibits attached hereto.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may

have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of cur-

rent law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

12. Organization expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.

13. This Agreement and the documents, incorporated herein, contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

14. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.

B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a

local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

15. Notice - Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

NAMI Lexington
408 Georgetown St., Ste 201
Lexington Ky 40508

Attn: Phil Cuning

For Government: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Charlie Lanter, Director
Office of Homelessness
Prevention & Intervention

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

NAMI Lexington, Inc.

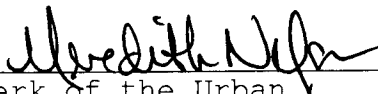
BY: 

Jim Gray, Mayor

BY: 

Title: Executive Director

ATTEST:



Clerk of the Urban
County Council



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #70-2014 Mental Health Court** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 5, 2015**.

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

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

RFP #70-2014 Mental Health Court

If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (2) electronic versions in .PDF, .DOC or .XLS format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

All applicable state laws, 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Project Design (25 Points)
2. Outcomes (20 Points)
3. Sustainability (10 Points)
4. Organizational Capacity (20 Points)
5. Partnerships and Match Leverage (15 Points)
6. Budget/Budget Narrative (10 Points)

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

Questions shall be addressed to:

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2014.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when

the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



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

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

Consultant understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Professional Liability aggregate	\$1 million per occurrence, \$2 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any

such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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



Office of Homelessness Prevention and Intervention

Homelessness Innovation and Sustainable Solutions
Fund

REQUEST FOR MENTAL HEALTH COURT PROPOSALS

Purpose

The Homelessness Innovation and Sustainable Solutions Fund provides financial support to new and/or innovative projects that implement research-based best practices to prevent and reduce homelessness in Lexington. The purpose of this Request for Proposals is to solicit proposals for the implementation of a Mental Health Court program in Lexington-Fayette County.

Eligibility

Eligible proposers are public organizations and private non-profit organizations with 501c3 status and collaborations of such organizations (with one serving as lead applicant and fiscal agent) so long as the proposer or at least one member of the collaboration has a demonstrated track record serving people experiencing homelessness or at risk of homelessness including operation of programming with measurable outcomes and proven successes.

Proposers and lead proposers must be full participants in the Homeless Management Information System (HMIS) for all applicable programming operated by the organization. Additionally, all proposed projects must include a plan for full HMIS utilization for program participants who are homeless.

Instructions

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

Proposal Deadline – 2 P.M. ON MONDAY, January 5, 2015

**Proposals received after this deadline or
incomplete proposals will not be considered.**

For More Information:

Lexington-Fayette Urban County Government
Division of Central Purchasing Todd Slatin, Director
200 E. Main Street
Lexington, KY 40507
Office: (859) 258-3320
E-mail: tslatin@lexingtonky.gov

1.0 GENERAL INFORMATION AND SCOPE

1.1 Background

In 2013 the Mayor's Commission on Homelessness issued a report containing recommendations for reducing and preventing homelessness in Lexington. These recommendations included the creation of the Office of Homelessness Prevention and Intervention (hereinafter referred to as "OHPI") to coordinate implementation and improve collaboration among local government, service providers, employers, medical professionals, and other key stakeholders.

As noted in the Commission's Report, Lexington is a caring community with a long history of working to reduce homelessness. Numerous organizations and individuals have worked for several decades to develop a service delivery system that successfully addresses the needs of most people experiencing homelessness, including the development of programs aimed at addressing some of the root causes of homelessness such as substance abuse and severe and persistent mental illness.

Locally, a large and diverse group of advocates, judges, lawyers and service providers has met for more than two years to facilitate the creation of a mental health court in Lexington, modeling this project after successful courts in other communities. This group has secured approval from the Kentucky Supreme Court to proceed with this court and has in place the regulations and legal framework necessary to begin operation. Interested applicants should be familiar with the Kentucky Supreme Court approved regulations for the Fayette County Mental Health Court.

In April 2014 the Mayor and Urban County Council allocated funds specifically for homelessness programming in response to the Commission on Homelessness report. One of the Commission's top recommendations was to support the creation of a mental health court. The Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG"), through OHPI, now issues this request for proposals to provide startup funding in support of a mental health court and facilitate its creation with the understanding that the funded applicant commits to seek other long-term funding sources for the project.

2.0 GENERAL PROVISIONS

2.1 Purpose

The LFUCG is accepting proposals from qualified non-governmental, non-profit organizations with current **501(c)(3)** tax exempt status and with a physical business or program site location in Fayette County (hereinafter referred to as "Proposer") for one-time homelessness prevention and intervention funding. This funding is intended to support programs which seek to implement one or more of the recommendations made by the Mayor's Commission on Homelessness report issued in January 2013. **This funding is reserved for new, innovative, and sustainable programming and may not be used for general agency operations, other than overhead required to support the subject program. This request for proposals is specifically to solicit projects that support a mental health court as recommended by the Mayor's Commission on Homelessness. The Commission's report is available at www.lexingtonky.gov/homelessness.**

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

2.2 Funding Period

The funding period is to begin December 1, 2014. Organizations may propose a project period of up to three years but must understand that funding beyond year one is contingent upon allocation and approval by the Lexington-Fayette Urban County Council.

The LFUCG intends to award only one three-year project with a year one budget provided with this proposal. LFUCG reserves the right to make multiple awards of varying amounts and final award amounts may be negotiated prior to the issuance of a funding

agreement. Applicants should request an amount needed to successfully operate their project with an understanding the full amount may not be awarded.

Additionally, LFUCG intends to support the founding of this court but expects additional funding streams to be sought and secured over the three-year period so that the court may operate without LFUCG funding after three years. To that end, the contract will likely provide a decreasing amount of funding for each of the three years.

2.3 Proposal Submission

In order to be considered, proposals must be received by the January 5, 2015 deadline. The proposal must contain the required documents and respond to each of the required narrative questions to be complete. A complete proposal must also contain a line-item budget for the entire project and for each proposed project year (if multi-year) and a budget narrative.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal. The final decision regarding proposal completeness and penalties will be determined by the Director of the Office of Homelessness Prevention and Intervention.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until 2:00 PM, prevailing local time, on January 5, 2015.

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

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

RFP #70-2014 Mental Health Court Proposal
If mailed, the envelope must be addressed to:

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

2.4 Acceptance/Rejection of Applications

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of Urban County Government.

2.5 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

2.6 Inquiries/Questions

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:

Todd Slatin, Director
Division of Central Purchasing
200 E. Main Street
Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov
Phone: (859) 258-3320

3.0 FUNDING PROCESS

3.1 Timeline

This Request for Mental Health Court Proposals is being released on December 19, 2014, and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on Monday, January 5, 2015, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in December immediately following the proposal due date and intends to make funding announcements in January 2015. This timeline is subject to change without notice.

Successful applicants will be contacted in January 2015, to negotiate a funding agreement with expectations that an award be in place for the project to begin operations by late January, 2015.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

3.2 Evaluation

Proposals will be evaluated by a neutral panel including LFUCG staff and third-party reviewers selected by OHPI who have some expertise in the field of human services but no affiliation with any applicant.

The scoring criteria are outlined in Section 5.0 Evaluation.

3.3 Selection

The highest scoring proposal as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement. Should no agreement be reached, the second-highest scoring applicant will be contacted.

3.4 Reporting

The funded project will be required to submit quarterly progress reports demonstrating progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by OHPI as will due dates and submission process. Failure to submit complete reports on time will delay processing of

grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

3.5 **Future Funding**

Applicants may submit a multi-year project and multi-year budget but should be aware that funding beyond year one and any future funding will be subject to availability and a renewal process to be determined by OHPI. **No project is guaranteed funding beyond one year although it is LFUCG's intent to fund a three-year project. Additionally, it is LFUCG's intent to fund the startup of the court and not provide permanent, ongoing financial support. Therefore, the project should presume that LFUCG support ends at the conclusion of the three-year period.**

Because future funding is not guaranteed, projects should be designed to ensure that some outcomes are attainable in and/or immediately following year one in order to ensure a return on investment of grant funds.

4.0 **PROPOSAL FORMAT**

The Proposer must submit one (1) master (hardcopy), (2) electronic versions in .PDF, .DOC or .XLS format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes. A complete proposal contains each of the following components:

- One-Page Cover Sheet containing:
 - Organization or Lead Applicant Name and Authorized Representative
 - Organization or Lead Applicant Address, Phone Number and E-mail
 - Title of proposed project
 - **Brief** summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 5.0 and utilizing format described below (25 pages or less)
 - Double spaced
 - Single sided
 - Times New Roman 12-point font with 1-inch margins
 - Page numbers in bottom right corner
- Line-item Budget and Budget Narrative (10 pages or less)

5.0 **EVALUATION**

5.1 **Project Design (25 Points)**

Describe, in detail, how the proposed project will operate, specifically how the mental health court will prevent and reduce homelessness among people experiencing severe and persistent mental illness.

To be successful, a mental health court project team must include representatives from across the judicial and treatment systems. Identify by name all members of the proposed project team and outline roles and responsibilities. How will the team collaborate to ensure successful outcomes?

Describe the target population and eligibility criteria for this project. How will participants be referred to the court? Who will conduct screening for viable candidates and what criteria will be used to make that determination? How will diagnosis of mental illness or developmental disability be made? Will prior assessments be accepted and, if so, how recent most those assessments have been conducted?

Is there a legal incentive for participation? What is that incentive? How will noncompliance be addressed? Describe the process for substance abuse testing and associated policy for program participation. Additionally, include a description of program incentives and sanctions including process for discharge from the program. What is the duration of the program and what will constitute "graduation" or completion of the project for participants?

Explain what supportive services will be provided and how they will be delivered. Include descriptions of how participants will access needed treatment and medication, transportation, housing, education, vocational and employment resources. Will services be provided by the applicant or a partner organization? What additional services will be available? What goal will the program set for time it takes to begin treatment?

Identify whether the applicant or a partner will provide screening, assessments, and case management. Describe in detail how a person will move through the system from offender to mental health court participant to graduate and how information will be tracked and reported to evaluate outcomes.

Provide a description of how and where participants who are homeless will be housed including a path to permanent housing with emphasis on housing first. What activities will take place to stabilize participants and move them toward greater levels of self-sufficiency while acknowledging permanent or long-term barriers?

Under what circumstances would a person be removed from the program and lose their housing and how will that decision be made?

While leasing and medical/psychiatric services funding are not ineligible expenses, it is not the intent of this award to cover those costs in any substantial manner and other sources, such as Medicaid billing, should be sought and available.

Describe steps to be taken and policies to protect participant confidentiality and compliance with all applicable laws and regulations.

5.2 Outcomes (20 Points)

Describe what data will be collected, how it will be collected and maintained, and how the proposing organization will evaluate the effectiveness of the program. Provide outcome measures with specific, measurable, realistic and time oriented targets. LFUCG will require quarterly reports including data described in this section and progress toward outcomes. Future funding may be dependent upon attainment of outcome targets.

Data collected should include, at a minimum, number enrolled in the program; number and percentage of participants by diagnosis at admission; number and percentage of participants successfully completing the program; number and percentage of participants not completing the program by reason for non-completion; participant housing status at admission and after completion; retention in mental health treatment; retention in substance abuse treatment; recidivism rates among participants; and other relevant outcomes as determined by the proposing organization.

Successful proposals will identify at least those outcomes described in this section and provide measurable targets for each.

5.3 Sustainability (10 Points)

Explain whether and how the project will be sustained beyond the period of LFUCG funding. What funding sources other than LFUCG will be pursued and/or utilized and to what extent? Be specific and identify specific partners and potential funding sources and their level of commitment to the project.

5.4 Organizational Capacity (20 Points)

Describe the applicant's experience providing direct supportive services to people with severe and persistent mental illness, especially those experiencing homelessness. Include at least a summary of all programs and funding sources to demonstrate prior experience with the population.

Cite specific examples of having successfully used evidence-based practices in project design.

Identify the project director and include a resume/CV. If the project director is to be hired, include a job description in the attachments.

What training has the proposing organization and staff received and what additional training will be sought, especially training utilizing grant funds?

Provide a description of the applicant's experience with grants management and financial accountability. Attach the organization's most recent audit or, in the absence of an audit, provide as an attachment financial statements and detailed description of fiscal controls.

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

Describe the organization's current participation in HMIS and its plan to ensure full participation in HMIS for the proposed project. **Full HMIS participation for project participants experiencing homelessness is required in order to receive funding under this announcement.**

5.5 Partnerships and Match/Leverage (15 Points)

In order to receive any points in this area a project must provide a Memorandum of Understanding that describes the roles and responsibilities of each team member including, but not limited to, judge, prosecutor, defense attorney(s), and treatment providers. Additional partners may be added after the proposal is submitted but the MOU submitted with the proposal must include signatures from at least those organizations identified in the narrative as key players in the Mental Health Court.

Additionally, provide letters of support from individuals and organizations participating in the project. Letters should identify the organization, its specific role in the mental health court, and a commitment to participate in full. Where services or resources are pledged those items should be described in detail. In order to

receive credit for matched or leverage funds the letter should include an approximate value of the commitment if applicable.

The following is a list of individuals and organizations which should be represented in a successful application: Judge or judges, prosecutor's office, local law enforcement, community mental health service provider, local chapter of NAMI, medical providers, organizations providing services including screening/assessment/case management, and other supporting entities. Letters do not count toward page limitations and are not limited.

Applicants are strongly encouraged to utilize cash match and leveraged funding from other programs and organizations to support their project and expand its reach. In response to this section, the project narrative should also identify key partners and their roles. Where a partner will provide match or leverage the proposal should include an attached letter of commitment from the partner to demonstrate that support.

5.6 Budget/Budget Narrative (10 Points)

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. Multi-year budgets up to three years may be proposed with the understanding that only year one funding is guaranteed.

Budgets should include, at a minimum, the following line-items for at least year one. For each category, identify the amount requested, the amount to be provided through cash match (if applicable), and the amount to be leveraged through other programs or organizations (if applicable).

Personnel – Identify each position allocated to the grant, role in the project and percentage of FTE allocated.

Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

Travel – Include anticipated amount of travel and mileage reimbursement rate. If out-of-area travel is proposed, identify its purpose and relevance to the project.

Evaluation – Provide any costs associated with project evaluation including data collection, data security, and data storage requirements and any amounts to be paid to a third-party for evaluation services.

Operating Expenses – Break down costs associated with housing expenses, supplies, utilities, contracts for supportive services, HMIS expenses, and any other expense associated directly with the operation of the project. For each item identify the category, such as “rent,” and a brief justification of the amount requested.

Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If they organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

6.0 REQUIRED DOCUMENTS

6.1 Audit

Proposers must submit their most recently completed financial audit as an attachment to their proposal.

6.2 Match/Leverage Letters

Submitters proposing Match/Leverage amounts in their Project Narrative must submit letters of commitment from any third party organizations stating their role in supporting the project, their level of commitment, and the financial value of the that commitment. Match/Leverage amounts proposed in response to Section 5.4 and/or in the proposal's budget and budget narrative will not be scored if not accompanied by a supporting letter.



498 Georgetown Street, Suite 201, Lexington, Kentucky 40508
(859) 272-7891 ---- <http://namilex.org>

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Executive Director

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Director of Advocacy
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NAMI Lexington Proposal

LFUCG RFP# 70-2014 - Fayette Mental Health Court

Requested Funding - \$196,863

NAMI Lexington is pleased to submit a proposal to the Lexington Fayette Urban County Government to provide fiscal management and program oversight to the Fayette Mental Health Court. NAMI Lexington facilitated discussions of community issues by a large group of stakeholders beginning in October 2012. This group's efforts resulted in the authorization by the Kentucky Supreme Court on July 7, 2014 to implement a Mental Health Court for Fayette County. The first session of this court was held on November 24, 2014.

The opening of the Fayette County Mental Health Court enables individuals with mental health issues to obtain professional treatment and community supports as opposed to being sentenced to a jail term. The Fayette Mental Health Court connects our community's mental health services system, corrections system, and numerous charitable organizations that provide critical supports and services.

NAMI Lexington has received the support many diverse stakeholders including, but not limited to: Judge Wilkie and Fayette District Court, Hon. Larry Roberts and the Fayette County Attorney's Office, the Department of Public Advocacy, Lexington Office of Homelessness Prevention and Intervention, UK HealthCare, Eastern State Hospital, bluegrass.org, Catholic Action Center, Central Kentucky Housing and Homeless Coalition, Hope Center, Fayette County Detention Center, Chief Ronnie Bastin and Lexington Division of Police, Sheriff Kathy Witt and the Fayette County Sheriff's Office, as well as the many individuals who have given tirelessly of their time and efforts during planning and development.

NAMI Lexington is a logical choice to administer the funding, evaluation and reporting for the Fayette Mental Health Court.

Authorized representative:

Phill Gunning, Executive Director
498 Georgetown Street, Suite 201
Lexington, Kentucky 40508
pgunning@namilex.org
Direct phone - 859-539-1918

BUDGET AND BUDGET JUSTIFICATION

Fayette Mental Health Court

Proposal submitted by NAMI Lexington 12/15/2014

A. Personnel

Position	Name	Compensation	GRANT FUNDED	NON-GRANT SOURCES	TOTAL
Court Coordinator	Taylor Johnson, MRC, CRC	\$50,000	\$50,000		\$50,000
Kentucky Peer Specialist	Dana Gilliland, KPS	\$28,000	\$28,000		\$28,000
Data Collection / Evaluation Specialist	David Riggsby	\$6,250	\$6,250		\$6,250
Recovery Consultant / Community Liason	Kelly Gunning	\$7,500	\$7,500		\$7,500
Access and Crisis Services Consultant	Connie Milligan	\$7,500	\$7,500		\$7,500
Total Personnel			\$99,250		\$99,250

1.0 FTE Court Coordinator - annual salary \$50,000 (based on \$24.00 / hour) plus 50% of health insurance premium (not to exceed 1 % of salary)

1.0 FTE Kentucky Peer Specialist - annual salary \$28,000 (based on \$13.50 / hour) plus 50% of health insurance premium (not to exceed 1% of salary)

.125 FTE Data Collection / Evaluation Specialist (based on \$24.00 / hour) - no health benefit

.125 FTE Recovery Consultant / Community Liason (based on \$28.85 / hour) - no health benefit

.125 FTE Access and Crisis Services Consultant (based on \$28.85 / hour) - no health benefit

B. Fringe

	GRANT FUNDED	NON-GRANT SOURCES	TOTAL
TOTAL PERSONNEL	\$99,250		\$99,250
FICA and Medicare	\$7,593		\$7,593
Unemployment	\$2,680		\$2,680
Workers Compensation	\$794		\$794
Health Insurance (50% premium co-pay up to 1% of salary, full-time individuals only)	\$7,800		\$6,000
Total Fringe (currently 19%)	\$18,866		\$18,866

C. Training / Travel / Licensing

	GRANT FUNDED	NON-GRANT SOURCES	TOTAL
TOTAL TRAINING / TRAVEL / LICENSING			
Training / Licensing - HMIS	\$2,500		\$2,500
Travel - (35 miles / day x .50 / mile X 2 staff X 150 days)	\$5,250		\$5,250
Total Training / Travel / Licensing	\$7,750		\$7,750

D. Operating Expenses

		GRANT FUNDED	NON-GRANT SOURCES	TOTAL
Household furnishings provided by Catholic Action Center			\$20,000	\$20,000
Office Equipment - desks / printers / phones provide by NAMI Lexington			\$1,500	
Laptop Computers - full time employees only		\$1,500		
Office and Program Supplies based on 20 participants		\$3,000		
Office space - Annual rent		\$7,200		
Utilities		\$3,600		
Total Operating Expenses		\$15,300	\$21,500	\$36,800

F. Contracted Services / Other Supports

	GRANT FUNDED	NON-GRANT SOURCES	TOTAL
Licensed Psychologist, Forensic Evaluator - Currently provided by Eastern State Hospital		\$26,000	\$26,000
Licensed Clinical Social Worker 1 - currently provided by bluegrass.org		\$13,000	\$13,000
Licensed Clinical Social Worker 2 - currently provided by bluegrass.org		\$13,000	\$13,000
Trained Community Mentors provided by Catholic Action Center		\$13,000	\$13,000
Fiscal Management / Program Evaluation and reporting oversight provided by NAMI Lexington		\$13,000	\$13,000
Data Collection / Data security / Data storage oversight provided by NAMI Lexington	\$1,200	\$13,000	\$13,000
Cell phones and service - \$50 / month X 2 (full time staff only)	\$36,600		
Substance Use Testing - 10 participants X 26 weeks + 20 participants x 26 weeks			
Based on average of 2 quotes - Premier and AMC	\$15,000		
Emergency Housing Supports			
Motel vouchers / rental deposits, 1st month rental assistance / utility deposits for 10 participants			
Total Contracted Services / Other Supports	\$37,800	\$91,000	\$128,800

GRANT FUNDED	NON-GRANT SOURCES	TOTAL
\$178,966	\$112,500	\$291,466

INDIRECT COST RATE

10% of Total Request

TOTAL REQUEST

\$17,897	
\$196,863	

NAMI Lexington Proposal
LFUCG RFP# 70-2014 - Fayette Mental Health Court

Required Documents List

- 1) Affidavit
- 2) Affirmative Action Plan
- 3) Workforce Analysis Form
- 4) Equal Opportunity Agreement
- 5) General Provisions
- 6) External Audit
- 7) Certificate of Insurance



“Promoting Recovery”

NAMI Lexington Proposal
LFUCG RFP# 70-2014 - Fayette Mental Health Court

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