

JAIL BED SERVICE AGREEMENT (MEN'S PROGRAM)

THIS JAIL BED SERVICE AGREEMENT ("Agreement") is made and entered into this 29 day of August, 2019 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, , an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A, through its Division of Community Corrections, (hereinafter referred to as "Facility,") and **SHEPHERD'S HOUSE, INC.**, a Kentucky not-for-profit corporation (hereinafter referred to as "Shepherd's House,"); and collectively, Shepherd's House and Facility are hereinafter referred to as "Parties" and, individually, as "Party."

RECITALS

**WHEREAS**, the Facility desires to implement a twenty (20) bed substance abuse treatment (SAP) program within the Fayette County Detention Center for male state offenders;

**WHEREAS**, the Facility solicited Requests for Proposals from public and private organizations to provide this service through RFP 17-2019 – Substance Abuse Program (Male);

**WHEREAS**, the Shepherd's House submitted a proposal which was deemed by the Facility to be the best and most responsive proposal to implement the Substance Abuse Program.

WITNESSETH

**NOW, THEREFORE**, in consideration of the foregoing and their mutual promises and covenants, the Parties hereby agree as follows:

1. 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 #17-2019, consisting of 44 pages;
  - b) Exhibit "B" – Shepherd's House Formal Response to RFP #17-2019
  - c) Exhibit "C" – Compensation
2. The Facility hereby retains the Shepherd's House for a period of three (3) years beginning the 1<sup>st</sup> day of September 2019, ("Effective Date") and shall expire on the 31<sup>st</sup> day of August 2022, unless termination of this Agreement occurs under any of the following termination provisions.

3. Services to be performed. Shepherd's House will provide the services set forth in Exhibit A, which exhibit is attached hereto and incorporated by reference as though fully set forth *verbatim* herein, more specifically described in pages 5-15.
4. Renewal and Termination.
- a) This Agreement shall be renewed automatically for succeeding terms of three (3) years each unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any term of Facility's or Shepherd's House's intention not to renew.
  - b) Should the monetary amounts for this Agreement be altered by a change in the funding appropriations from any applicable funding entity, or for any other unforeseen reason, either Party may, in its sole discretion, elect to terminate this Agreement upon not less than thirty (30) days prior written notice to the other Party at address designated herein. Upon termination under this provision, neither Party shall have any further obligation under this Agreement except for (i) obligations due and owing which arose prior to the date of termination and (ii) obligations, promises, or covenants contained herein which expressly extend beyond the Term of this Agreement.
  - c) In addition, either Party may, without prejudice to any other remedy it may have under the provisions of this Agreement, at law or in equity, terminate this Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other Party to the address designated herein. Upon termination under this provision, neither Party shall have any further obligation under this Agreement except for (i) obligations due and owing which arose prior to the date of termination and (ii) obligations, promises, or covenants contained herein which expressly extend beyond the Term of this Agreement.
  - d) In the event that a Party is in default in the performance of a material obligation under this Agreement, the Party not in default shall have the right to terminate this Agreement upon not less than thirty (30) days prior written notice to the breaching party at the address designated herein, which notice shall provide the Party in default reasonable time to cure its default. Termination shall be effective on the date specified in writing to the defaulting party by the non-defaulting party and may be effective on the expiration of the cure period specified above or within a reasonable period thereafter. A termination by the Party not in default under this provision shall in no way constitute a waiver of any rights or remedies available to it under this Agreement, at law or in equity.
  - (e) Shepherd's House acknowledges that the Facility is a governmental entity, and the Agreement 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 Facility's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the Facility thirty (30) days after written notice to Shepherd's House of the unavailability and non-appropriation of public funds. It is expressly agreed that the Facility shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, 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 Facility's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Facility's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the Facility upon written notice to Shepherd's House of such limitation or change in the Facility's legal authority.

5. Performance Standards.

- a) Shepherd's House shall perform the Services set forth in this Agreement in a timely manner, in accordance with best practices in accordance with this Agreement and all applicable laws and regulations, including all security rules and regulations promulgated by the Facility, and in accordance with the administrative regulations and departmental policies of the Kentucky Department of Corrections (KYDOC). Facility and KYDOC shall provide Shepherd's House with a copy of the current rules and regulations and KYDOC administrative directives and shall furnish Shepherd's House written notice of any and all updates or amendments thereto in order to assure Shepherd's House's knowledge and compliance therewith.
- b) All employees of Shepherd's House who are providing Services under this Agreement shall be subject to a security review and clearance check administered by Facility. In the event an employee of Shepherd's House is not approved for clearance into the Lexington-Fayette Urban County Government Division of Community Corrections and upon written notice of the same from Facility to Shepherd's House, Shepherd's House shall remove such employee immediately and replace said employee with an alternate employee in a commercially reasonable manner.

6. Compensation. Facility shall pay Shepherd's House the sum of **SIXTY FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$65,700.00)** for the Services provided. Payments shall be made to Shepherd's House in the amounts described and at the times indicated in Exhibit C, which exhibit is attached hereto and incorporated by reference as though fully set forth *verbatim* herein. Reasonable expenses, if any, incurred by Shepherd's House while performing the Services set forth under this

Agreement shall be subject to the prior written approval of Facility and shall be, upon approval, invoiced separately.

7. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the U.S. mail. Notices may also be delivered by courier, electronic transmission, or by facsimile transmission and shall be deemed to be delivered when received by the Party to whom such notice is directed with a confirmed delivery function or notice. Notices shall be addressed as follows:

If to the Facility:

LFUCG Division of Community Corrections  
Attention: Steve Haney, Director  
600 Old Frankfort Circle  
Lexington, Kentucky 40510

If to Shepherd's House:

Shepherd's House, Inc.  
Attention: Jerod Thomas, President/CEO  
635 Maxwellton Court  
Lexington, Kentucky 40508

8. Confidential and Proprietary Information. The Parties shall treat as confidential all information relating to either Party's operations or the general business affairs or any of the operations or general business affairs of the Party's parent or subsidiary companies (if any) which the other Party may observe, or which may be disclosed through the performance of this Agreement. Neither Party shall disclose any such information to third-parties or use any such information for any purpose other than the performance under this Agreement, without the prior written consent of the other Party, which consent may be given or withheld in that Party's sole and absolute discretion. This Section 6 shall survive the termination of this Agreement.

9. Indemnification and Hold Harmless.

(a) It is understood and agreed by the parties Shepherd's House 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 Shepherd's House or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier 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.

(b) Shepherd's House shall indemnify, save, hold harmless and defend the Facility and its elected and appointed officials, employees, agents, volunteers, and successors in interest 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 Shepherd's House'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 Shepherd's House; and (b) not caused solely by the active negligence or willful misconduct of Facility.

(c) Notwithstanding, the foregoing, with respect to any professional services performed by Shepherd's House hereunder (and to the fullest extent permitted by law), Shepherd's House shall indemnify, save, hold harmless and defend Facility 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 Shepherd's House in the performance of this Agreement.

(d) In the event Facility is alleged to be liable based upon the above, Shepherd's House 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 Facility, which approval shall not be unreasonably withheld.

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

(f) Facility is a political subdivision of the Commonwealth of Kentucky. Shepherd's House acknowledges and agrees that Facility is unable to provide indemnity or otherwise save, hold harmless, or defend the Shepherd's House in any manner.

10. Insurance. Each Party shall be solely responsible, at each Party's sole cost and expense, for maintaining its own liability insurance, including any workers' compensation insurance required under applicable law. Further, Shepherd's House shall obtain and maintain at all times during the term of this Agreement, through companies or agencies approved by and containing provisions satisfactory to the Facility, such liability insurance as will protect Shepherd's House and the Facility from any and all claims for personal injury, including death, and from claims for property damage or loss thereof, which may arise or result from its provision of the services described in the aforementioned Exhibit A or through the failure of Shepherd's House to comply with any of the provisions of this Agreement; and, in furtherance thereof, Shepherd's House shall include the Facility as a covered insured under such policy or policies. Further, Shepherd's House shall produce proof of insurance, by certificate or other suitable evidence that shall remain on file with the Facility; and Shepherd's House shall notify the Facility of any change in coverage within three (3) days after any such change becomes effective. The certificate must include a provision requiring at least sixty (60) days' notice before cancellation may become effective; and such insurance shall be incorporated within this Agreement as a part hereof.
11. Representations and Warranties.
- a) Shepherd's House hereby represents, covenants, and warrants to Facility as a material part of the consideration for Facility entering into this Agreement as follows: (i) Shepherd's House is a non-profit corporation, duly organized and validly existing under the laws of the Commonwealth of Kentucky; and (ii) the execution of this Agreement has been duly authorized by all necessary corporate action on behalf of Shepherd's House.
  - b) Shepherd's House affirmatively states that there are no actions, suits or proceedings of any kind pending against Shepherd's House or, to the knowledge of Shepherd's House, threatened against the Shepherd's House 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 Shepherd's House to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.
  - c) Facility hereby represents and warrants to Shepherd's House as follows: (i) Facility is duly organized and validly existing under the laws of the Commonwealth of Kentucky; and (ii) the execution of this Agreement has been duly authorized by all appropriate governmental entities on behalf of Facility.
12. Intellectual Property and Proprietary Information. Neither Party to this Agreement shall be deemed to be granted any right, title, or interest in or to the trademarks, trade

names, service marks, copyrights, patents, or other intellectual property of the other Party, or of any proprietary information of the other Party. Facility and Shepherd's House expressly acknowledge and agree that, under this Agreement, neither Party is granted the right to use, refer to, or incorporate into any materials; including, without limitation, marketing materials; the name, logos, trademarks, or copyrights of the other Party.

13. Miscellaneous.

- a) Time is of the essence of this Agreement.
- b) This Agreement, together with all documents incorporated herein by reference, if any, constitutes the entire agreement between the Parties. There are no terms, conditions, or provisions, either oral or written, between the Parties other than those contained in this Agreement.
- c) No amendment to this Agreement shall be enforceable, unless in writing and executed by the Parties.
- d) Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neutral forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or of any provision herein.
- e) This Agreement shall be executed in triplicate originals, but all of which shall constitute one and the same agreement.
- f) Any term or provision of this Agreement which now or hereafter is declared contrary to any law, order, ordinance, requirement, ruling, or regulation of any governmental authority, whether federal, state, or local, whether now in force or enacted or promulgated in the future, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
- g) This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, 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 Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- h) Neither Party shall be entitled to recover special damages in the nature of loss of profits or consequential damages.
- i) The Parties to this Agreement are acting as independent contractors and independent employers. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party in any respect beyond the terms of this Agreement.
- j) Shepherd's House shall perform all of the Services under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, codes, or orders.
- k) Any failure by either Party, at any time, to enforce or require the other Party's compliance with any of the terms and conditions in any way, or the right of the non-defaulting Party at any time to avail itself of any and all remedies it may have for any breach of said terms and conditions, including, without limitation, any right to terminate this Agreement, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance. The remedies of the Parties provided for in this Agreement shall be cumulative with all other remedies that either Party may have against the other Party at law or in equity.
- l) All the covenants and agreements contained in this Agreement shall be extended to and be binding upon the successors and assigns of the Parties.
- m) The Shepherd's House shall not assign or subcontract any portion of the Agreement without the express written consent of Facility. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Facility 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 Facility.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties by their duly authorized representatives, have executed this Agreement in triplicate originals as of the day and year first above written.

<p><u>"FACILITY"</u></p> <p>Lexington-Fayette Urban County Government</p> <p>BY: <u><i>Linda Gorton</i></u></p> <p>Name: <b>Linda Gorton, Mayor</b></p> <p>Attest: <u><i>Sch deputy</i></u> Urban County Council Clerk</p>	<p><u>"SHEPHERD'S HOUSE"</u></p> <p>Shepherd's House, Inc. A Kentucky not-for-profit corporation</p> <p>BY: <u><i>Jerod Thomas</i></u></p> <p>Name: <b>Jerod M. Thomas</b> <b>President/CEO Shepherd's House,</b> <b>Inc.</b></p>
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## EXHIBIT A

# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #17-2019 Substance Abuse Program (Male)** 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 **May 1, 2019**.

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 #17-2019 Substance Abuse Program (Male)** 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 ninety (90) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) 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. Pricing (25 points)
2. Corporate Stability and Expertise (10 points)
3. Qualifications of the Proposer (35 points)
4. Quality of Response (30 points)

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

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

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

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

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority



business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

***Certified Women Business Enterprise (WBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Byne	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**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, AAND 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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

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 include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. 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.
- e. 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.



- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

#### Safety and Loss Control

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

#### Verification of Coverage

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.

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**RFP 17-2019**  
**Substance Abuse Program (Males)**

**GENERAL TERMS AND PROVISIONS:**

- A. The responsibility for getting the proposal to the Purchasing Office on or before the stated time and date shall be solely and strictly the responsibility of the Vendor. The Lexington-Fayette Urban County Government shall in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Vendor shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals shall not be accepted after the time specified for receipt. The official clock is the date/time machine located in the Division of Central Purchasing.
- B. The Lexington-Fayette Urban County Government reserves the right to postpone the date for receipts and opening of proposals and shall make a reasonable effort to give at least seven (7) calendar days notice of any such postponement to each prospective Vendor.
- C. Vendors warrant by virtue of proposing that the proposal shall be good for an evaluation period of ninety (90) calendar days from the date of RFP opening unless otherwise stated. Vendors shall not be allowed to withdraw or modify their proposal after the opening time and date.

**PROPOSAL OBJECTIVES:**

The objective of this Request for Proposals (RFP) is to solicit and obtain responses from qualified vendors who are qualified substance abuse treatment providers to provide a substance abuse treatment (SAP) program that would operate within the Fayette County Detention Center for male state offenders. The Division intends to operate a twenty (20) bed male program.

**Performance Bond Required**

Upon award of a contract, the vendor must provide to the Division a performance bond equal to \$100,000. Vendors shall provide, with the proposal, a letter of commitment from a surety to provide this performance bond upon contract execution. Failure to submit the letter of commitment for the

performance bond may result in the rejection of their proposal.

### **Term of Contract**

The contract resulting from this RFP will be for a period of 3 years with automatic renewal up to three additional years. The option to renew is at the sole discretion of the Division. The resulting contract from this RFP may be canceled by either party thirty (30) days after delivery by canceling party with written notice of intent to cancel to the other contracting party. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the vendor has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the submitter.

### **Administration Requirements**

The following terms shall apply to this RFP and to any subsequent contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

- 1) Contract means the written agreement resulting from this RFP executed by the Division and the vendor.
- 2) Division means Division of Community Corrections.
- 3) Inmate or offender means Division detainee.
- 4) May or should means a requirement having a significant degree of importance to the objectives of this RFP.
- 5) Must, shall, will or mandatory means a requirement that must be met in order for a proposal to receive consideration.
- 6) Vendor means an individual or a vendor that submits, or intends to submit, a proposal in response to this RFP.

### **Rejection of Proposals/Negotiations**

The Division, at its sole discretion, reserves the right to accept or reject, in part or whole, any or all proposals submitted. Division reserves the right to negotiate with the selected vendor as to the terms, conditions, services, rates, commissions, or other pertinent contractual matters. Any negotiated terms are contingent upon approval of the Director or his designee. The Division may also choose to reject all proposals and re-issue this RFP, if it is determined to be in the best interest of Lexington-Fayette Urban County Government.

### **Failure to Comply**

The vendor's failure to supply any information requested in this RFP may be cause for rejection of their proposal as non-responsive. The Division reserves the right to request additional information if clarification is needed. Both the request and the response must be in writing.

### **Proposal Presentation Costs**

Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the vendor to respond to this RFP must be the responsibility of the vendor.

### **Disclosure of Proposal Content**

Upon award of contract, the contents of all proposals will be placed in the public domain and will be open to inspection by interested parties. Pursuant to the Public Records Act, the Division cannot guarantee or assume any responsibility for the confidentiality of proposals.

### **Disposition of Proposals**

All proposals become the property of the Lexington-Fayette Urban County Government and will not be returned to the vendor.

### **Gratuities**

It is unlawful to offer, promise, or give anything of value or benefit to a Division employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

### **Reporting of Anti-Competitive Practices**

When for any reason collusion or other anti-competitive practices are suspected among any vendors, a written notice of any of the relevant facts must be transmitted to the Division of Community Corrections for review.

### **Completeness of the RFP**

The vendor is responsible for verifying completeness of the RFP document received by checking for obvious errors, the correct number of pages, or for missing portions of text. The table of contents may be used as an aid in verification of completeness. The vendor must make the Division aware of any ambiguity, inconsistency, or material error which may be discovered herein.

### **Exceptions**

The vendor must specifically state, in writing, any exceptions it is taking to the provisions and requirements of this RFP. The Division reserves the right to accept or reject any exception taken by the vendor to the provisions and requirement of this RFP.

### **Inmate/Offender Demographics**

The majority of inmates are from the Lexington and the surrounding area, with a small percentage of state and federal prisoners.

### **Insurance Requirements**

See enclosed INSURANCE PROVISIONS. Vendor's insurance must be effective for the entire term of the contract. A certificate of insurance, or a copy thereof, will be required prior to the awarding of a contract to a vendor. A "Certificate of Insurability" shall accompany your proposal or it may be disqualified.

### **Non-Discrimination Requirements**

The Division is an equal opportunity employer. The vendor must comply with all applicable federal, state, and local laws and regulations including the Division's equal opportunity requirements. The vendor will not discriminate against any sub-contractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

### **Security Clearance Requirements**

All of the vendors' employees, agents, and representatives, wishing to enter the Division's detention facility must first receive a security clearance prior to entrance. The vendor should allow at least three weeks prior to intended entrance for the security clearance process. Requests for security clearances will be done so by contacting the Division of Community Corrections. The Division reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

### **Prohibition of Sexual Contact**

The vendor shall prohibit sexual contact between inmates and the vendor's employees, agents, representatives and/or members of its Board of Directors during the term of the contract.

### **Prohibition of Financial Relationship**

The vendor shall prohibit any financial relationship between inmates and the vendor's employees, agents, representatives and/or members of its Board of Directors during the term of the contract.

### **Conflict of Interest/Nepotism**

The vendor shall comply with all conflict of interest and nepotism laws, statutes, and regulations applicable to non-profit corporations or similar organizations. The vendor shall not obtain insurance policies from any member of its Board of Directors. By prohibiting specific relationships, it is not the intent of the parties to authorize other relationships, which are in violation of laws, statutes, or regulations.

### **Confidentiality Requirements**

The vendor agrees to comply with and to require its employees, and agents to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under the contract, their records, or services provided them and assures that:

All applications and records concerning an individual made or kept by the vendor or any public officer or agency in connection with the administration of or related to services provided under the contract will be confidential and will not be open to examination for any purpose not directly connected with the administration of such service.

No person will publish, disclose, permit or cause to be published or disclosed, any list of persons receiving services. The vendor agrees to inform all employees, agents and partners of the above provisions and to further inform them that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

### **Disclaimers**

Pursuant to the Open Records Act, the Division cannot guarantee or assume any responsibility for the confidentiality of proposals, or any proprietary or "trade secret" information that is submitted by an interested vendor in response to this

RFP. Upon execution of the contract, said contract and any attachments thereto become a public record of the Commonwealth of Kentucky, as do the contents of all proposals submitted in response to this RFP.

KRS 61.870 "Open Records" define public record as any writing containing information relating to the conduct of the public business. The Open Records Act provides that public records must be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements. The Division cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the Division receives a request for any document submitted in response to this RFP by an outside party, the Division will not assert any privileges that may exist on behalf of the person or business submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced and to clearly identify such documents as "confidential." Simply stating that the information is confidential or stamping it as confidential is not acceptable. Vendor must state specifically what information is confidential and on what basis they claim the information to be confidential.

The Division reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Division. However, any such waiver must not modify any remaining proposal requirements or excuse the vendor from full compliance with the proposal specifications and other contract requirements if the vendor is awarded the contract.

The Division reserves the right to withdraw this RFP at any time for any reason and to issue such clarifications, modifications and/or amendments as it deems necessary. Receipt of proposal materials by the Division, or submission of a proposal to the Division, offers no rights upon the vendor or obligates the Division in any manner.

**Qualifications of the Proposer:**

The program must comply with Commonwealth SAP policy guidelines (corrections.ky.gov), Kentucky Jail Standards, and Kentucky Department of Corrections Policy and Procedures particularly 13.8

The program requires a SAP Program Director, and a minimum of one SAP staff per every twenty (20)-inmate participants.



1. SAP Program Director must meet requirements for licensure as specified in 908 KAR1:370
  - a. Bachelor's degree in social or behavioral services, criminal justice, or a related field
    - RN, MSW, CADC, or LPCC
    - CADC and LPCC will have to be 2 years post certification
  - b. Minimum of six (6) years of related experience with at least two (2) years in management or leadership role; or an equivalent combination of education, training, and experience
2. SAP Clinical staff must have a Bachelor Degree or equivalent years of clinical experience

All program staff must meet the minimum criteria and be approved by the Kentucky Department of Corrections prior to hiring; required to comply with Kentucky Department of Corrections training. Required to attend jail provider meetings.

Each proposer must submit a certified copy of a current financial report of the company.

Each proposer shall submit a list of three (3) references, including the name of the institution, their address, phone number, and a contact person.

**Scope of Work:**

Qualified substance abuse treatment providers will administer a therapeutic community model, as approved by the Commonwealth, which must include but is not limited to:

1. Hazelden: A New Direction--Cognitive behavioral counseling
2. 12 step intervention
3. Relapse prevention

Successful proposal should outline treatment programs and must include but not be limited to the following:

1. Cognitive behavioral counseling, spiritual based twelve step intervention, and relapse prevention programming
2. Outline daily hours of operation

Provide a monthly performance report in a form and with content reported dictated by the Commonwealth. The report submitted to both the Division of Community Corrections and the Commonwealth.

Inmate success based upon successful completion of respective program phases based on classroom testing, consistent behavioral change, and active participation.

### **Responsibilities of the Division**

The Division will provide:

1. Drug test program for all participants
  - a. Every inmate will be drug tested upon entry in to the program
  - b. Random drug tests of at least 10% of the inmate participants monthly
2. Separate living areas, classrooms, and recreation time from GP inmates.
3. Clothing identifying the offenders as SAP participants.

### **Performance Monitoring and Compliance**

- a. The Division shall have the right to audit, when it so determines, the activities of the vendor to insure contract compliance. The Division may elect to use a qualified independent auditor or a management firm for this purpose. If so, the Division will select a third party for audit purposes.
- b. At the end of the contract period the vendor will work with Division staff to facilitate a smooth transition of uninterrupted treatment with the replacement vendor.

## **PROPOSAL RESPONSE PREPARATION**

### **A. Proposal Format**

- a. Vendors must submit proposals that are complete, thorough and accurate. Vendors must explain, in detail their responses to technical requirements in technical terms as well as layman's terms to ensure that the vendor's response can be understood by technical staff as well as staff that are unfamiliar with telephone applications and terminology.
- b. A response to a requirement which refers the evaluator to an exhibit or another section of the report rather than directly answering the question as presented must be deemed unresponsive to the question. Brochures and other similar material may be attached to the proposal and referenced as an exhibit, but must not be used by the evaluation team in determining the extent to which the proposal is responsive or complete.

- c. The vendor must provide a response for each and every qualification, request for information and requirement listed in this RFP. Each response must include a statement that the vendor acknowledges the requirement, how the vendor will accomplish or meet the requirement, and specific performance measures to monitor vendor performance concerning the requirement if a contract is awarded.
- d. The proposal and any clarification to the proposal must be signed by an officer of the vendor's firm or a designated agent empowered by the vendor to act on its behalf.

**B. Letter of Transmittal**

The proposal must be accompanied by a Letter of Transmittal signed by a person who is authorized to commit the vendor to execute and perform the work included in the proposal.

**C. Appendices/Exhibits**

This is left to the vendor's discretion, but in no way must appendices substitute for a thorough response. Appendices must include materials that will be helpful in describing the equipment and services being proposed.

**EVALUATION OF PROPOSALS**

**A. Proposal Evaluation Committee**

The evaluation will be performed by a Proposal Evaluation Committee. The Committee may require vendors to provide written clarifications of their proposal. The selection must be based upon the judgment of the evaluation committee from its review of the documentation provided in the proposal and any clarifications thereto.

**B. Process Overview**

- a. Proposals will first be examined to eliminate those that are clearly non-responsive to the stated requirements. Vendors must exercise care in reviewing the proposal format portion of the RFP.
- b. The detailed evaluation may result in one or more finalists. Presentations and demonstrations by the top three vendors will be requested. Finalists will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and

- final offers. Presentations will be limited to 45 minutes.
- c. It is highly recommended that each finalist provide its own audiovisual support package, if planning to make an automated presentation. The Division will provide power strips and a viewing screen.
  - d. The Proposal Evaluation Committee submits its recommendation to the Director for review and approval to move forward with the negotiations of a contract with the recommended vendor.
  - e. The contract is presented to Council for approval and signed by the Mayor.

### **C. Proposal Evaluation Factors**

Proposals will be evaluated by a Proposal Evaluation Committee and may be examined by other agencies and/or consultants of the Division. Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered.

### **D. Contract Development and Award of Contract**

- a. The content of the RFP, RFP Addenda, the vendor's response and any correspondence relating to the requirements of the RFP will become an integral part of the contract for services, but may be modified by the provisions of the contract.
- b. A proposal in response to an RFP is an offer to contract with the Division based upon the terms, conditions, scope of work and specifications contained in this RFP. By submission of proposals pursuant to this RFP, vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or during the selection process and that they are able to perform the work as required in the specifications. Further, all vendors, by submitting proposals, agree that they have read and understand all the terms and conditions and will abide by the terms and conditions thereof.
- c. No contract is binding upon the Division until it is approved by the Director or his designee and fully executed by both parties. Said Director or designee has the sole prerogative to accept or reject contract recommendations made by the Division. Conduct of pre-execution contract negotiations by the Division with a vendor is not an implicit or explicit guarantee that a contract will be executed.
- d. If the selected vendor fails to sign and return the Contract within fifteen days of receipt thereof, the Division may annul the award and award the contract to the next highest ranked vendor. The Division retains the right to

- make any subsequent award.
- e. The Division shall have the right to use all system ideas, or adaptations of those ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal must not affect this right.

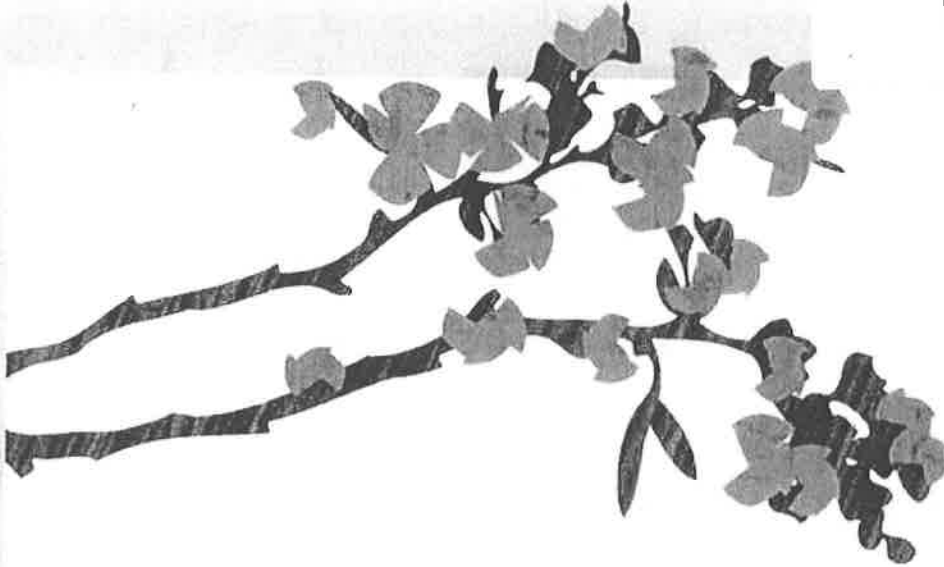
**E. Selection Criteria**

The RFP Evaluation Committee will conduct a comprehensive evaluation of all submitted proposals. Each category is assigned a maximum point value. The categories will be scores as follows:

- a. Pricing (25) – Pricing consistent with the requirements specified in the RFP
- b. Corporate Stability and Expertise (10) – Each vendor will be evaluated in terms of the financial stability of the vendor based on the audited financial report submitted; evaluated on their prior experience providing a substance abuse program in a correctional setting.
- c. Qualifications of the Proposer (35 pts) – Each vendor will be evaluated to determine the vendor’s qualifications to provide the required staffing and programming.
- d. Quality of Response (30 pts) – each response will be evaluated to determine the vendor understanding of the project and its ability to perform and meet each technical specification. Each item must be discussed clearly and succinctly.

**The Final Recommendation** - The Proposal Evaluation Committee’s final recommendation will be based on all the factors mentioned in this RFP.

**EXHIBIT B**



**SHEPHERD'S HOUSE  
FCDC SAP PROGRAM (MALE)**

**TOOLS FOR CHANGE,  
SOLUTIONS FOR LIFE**

SHEPHERDS HOUSE  
635 MAXWELTON COURT  
LEXINGTON, KY. 40508

**“Clear eyes, full hearts, can't lose!”**

JEROD THOMAS

JERODTHOMAS@SHEPHERDSHOUSEINC.COM

(859)252-1939



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- Boyle County SAP Program



## Qualifications of the Shepherd's House

The Shepherd's House, Inc. is a long-term transitional-living recovery treatment program that has been serving clients with addiction issues, in Lexington, KY, since 1989. Over the past 30 years our curriculum and evidenced-based approach to serving clients in after-care recovery has remained unchanged.

In recent years, the Shepherds House has expanded its programming and scope of services beyond its traditional transitional-living model to include working with correctional facilities. Shepherds House has been successfully operating and managing SAP and IOP programs for the Boyle County Detention Center for the past four years.

The Shepherd's House is a licensed Behavioral Health Services Organization; a licensed Alcohol and Other Drug Entity Residential Program and a licensed Alcohol and Other Drug Entity Intensive Outpatient Program. (Attachments: 1.1, 1.2, 1.3). The Shepherd's House presently offers a variety of services to over 100 men and women in Fayette and Boyle counties. The following is a brief description of our current programs:

### **Sober Living and Long-Term Treatment:**

The Shepherd's House transitional-living program is designed to be a 12 to 18-month residential drug and alcohol treatment program for men 18 years of age and older. A highly structured program, it promotes personal responsibility and accountability for those seeking sustained abstinence from mood and mind-altering substances. Those who are admitted are asked to commit 12–18 months to this program. This program has four phases of transitional-living beginning with 24-hour care and services in Phase One and progressing to Phase Four graduate housing where men can live in a safe, sober environment.

The Shepherd's House maintains a knowledgeable and compassionate staff of treatment professionals who provides its clients with the personal attention and services required to achieve long-term abstinence and recovery. This is done by addressing the physical, psychological, social, and spiritual realms critical for the foundation of a long-term, healthy lifestyle. Additionally, staff provides individual, group, and family counseling, vocational training, and job placement assistance when necessary to promote the client's employability.

At the Shepherd's House we endeavor to assist residents to gain life skills that empower them to take responsibility for their own lives. We strive to create an atmosphere that is conducive to recovery and to establish a life-changing fellowship that will ultimately lead to successful recovery, reunification with families, and re-entry into the work-force and the community. We are committed to the philosophy that the needs of individuals in recovery are best met through a healthy reliance on a peer support group, twelve-step programs, and the concept of caring and sharing. In so doing, we create a framework for our clients to live substance-free lives as productive members of society.

### **Substance Abuse Program at the Boyle County Detention Center:**

The Shepherd's House SAP program at Boyle County Detention Center is a drug and alcohol treatment center licensed through the Office of the Inspector General (OIG). Although the OIG licenses detention center programs as Intensive Outpatient Treatment Centers, the SAP actually provides an inpatient experience. The clients, in Boyle County, are adult males age 18 years of age and older who are being treated for substance use disorder and/or poly-substance use disorder. Eligible clients are referred to the SAP Program by the Department of Corrections. The program supports a maximum of forty (40) clients. Residents receive intensive treatment during the day and evening while serving their state prison sentences in the Boyle County Detention Center.

### **Day Reporting / Intensive Outpatient Program in Danville, Kentucky:**

The Shepherd's House Day Reporting Program in Danville is a drug and alcohol Intensive Outpatient Treatment Center licensed through the Office of the Inspector General. The clients, both male and female age 18 years and older, are being treated for substance use disorder and/or poly-substance use disorder. Clients are referred to the IOP Program by the Boyle County Jail, Boyle County Courts, and Mercer County Courts. The program supports a maximum of sixty (60) clients. This is a two-county program because Boyle and Mercer Counties share the use of the Boyle County Detention Center. Clients receive intensive treatment during the day and evening in lieu of serving their county jail sentence. This evidence-based program has lessened over-crowding issues in the jail, is changing the lives of the clients being served, and has saved a significant amount of taxpayer dollars that would have otherwise been spent incarcerating these individuals.

## History of The Shepherd's House

In 1989, a vision and a dream became a reality and the Shepherd's House opened its doors to recovering alcoholics and addicts. Although founded through the generosity and vision of The Good Shepherd Episcopal Church of Lexington, the program is not affiliated with any denomination or religion and is fully self-supporting through independent sources. The Shepherd's House is recognized as a program committed to providing quality services to men and women in recovery from alcoholism and other drugs. We have a sustained focus on the four-pointed star of hope model: hope for physical, psychological, spiritual, and social recovery. The Shepherd's House, Inc. is a 501(c)(3) non-profit organization.

We are traditionally known as an after-care long-term transitional-living facility. This is unique from the typical short-term (28 days or less) treatment center model used around the country.

Our program is rooted in the evidence-based belief that the longer an individual is supported in early recovery, the better their chances of achieving long-term sobriety. In the past 30 years, the Shepherd's House has expanded its programs so we can deliver our services and unique proven style of treatment to more people. The Shepherd's House provides a structured, cost-effective program that offers supportive services to men and women who are alcoholics and/or have substance use disorder not alcohol-related (i.e., opiate use disorder, methamphetamine, cocaine, etc.).

## Vision of The Shepherd's House

The Shepherd's House is committed to providing quality rehabilitation services to men and women who desire recovery. Our focus is to help clients maintain long-term sobriety, secure gainful employment, re-integrate into their families, when it's safe to do so, and learn relapse prevention. Individualized treatment plans are often necessary to meet a client's unique needs. It is our vision that all who are accepted into one of our programs will achieve long-term recovery and become productive citizens in their community. Individual respect and the encouragement to reach one's full potential, as a human being, is our foundation. Our Board and the staff of Shepherd's House continues to develop and improve our programs based on feedback from clients, our evidence-based outcome studies, program partners, and client's individual success.

## Mission of The Shepherd's House

At Shepherd's House we endeavor to assist clients in gaining living skills that empower them to take responsibility for their lives. We strive to create an atmosphere that is conducive to recovery and to establish a life-changing fellowship that will ultimately lead to a successful recovery, reunification with families, and re-entry into their community. We believe the needs of individuals in recovery are best met through a healthy reliance on a peer-support group, 12-step programs, and the concept of caring and sharing. In so doing, we create a framework for a life that can be lived substance-free by our clients who are now productive members of society.

## Objectives of The Shepherd's House

1. Assist clients in maintaining sustained abstinence from mood and mind-altering substances.
2. Integrate evidence-based treatments that address the client's physical, psychological, spiritual, and social needs.
3. Provide individual, group and family counseling to address the psychosocial issues related to the client's addiction.
4. Require clients to begin taking personal responsibility and be held accountable for their daily actions through consistent structure.
5. Assist clients in obtaining gainful employment.
6. Assist clients with obtaining a sponsor, home group, and recovery support system, and becoming more active in their AA/NA community.
7. Teach clients skills designed for relapse prevention.
8. Create a thorough aftercare plan to allow clients to become more independent and self-sufficient in meeting their own needs.

## Services

The Shepherd's House Men's SAP program at the Fayette County Detention Center will be licensed by the Office of the Inspector General as a drug and alcohol Intensive Outpatient treatment center. Although the OIG licenses detention center programs as Intensive Outpatient Treatment Centers, the SAP actually provides an inpatient experience. The clients are adult males ages 18 years and older who are being treated for alcoholism, and/or substance use disorder and/or poly-substance use disorder who are referred to the program by the Department of Corrections. The program supports twenty (20) beds at a rate of \$9.00 dollars a day (\$9.00 per diem), per client, which will be paid by the Department of Corrections. Male residents will receive intensive treatment during the day while serving their state prison sentences in the Fayette County Detention Center. Evening hours will be scheduled with therapeutic and other activities will include 12-step recovery meetings and SMART recovery meetings. The group dynamic is a therapeutic community model. A therapeutic community model is an evidence-based participative, group-based and peer-supported approach to long-term residential treatment.

The Shepherd's House SAP provides evidence-based treatment, which involves the integration of best practices with clinical expertise in the areas of patient characteristics, culture, and preferences along with 12-step support programming. All clients participate in group and individual therapy. The program uses cognitive behavioral therapy (CBT) which is a short-term, goal-oriented psychotherapy treatment that takes a hands-on, practical approach to problem-solving. The goal of CBT is to change patterns of thinking and behavior that are at the root of a person's difficulties, thereby changing the way they feel and respond to personal challenges. In order to maximize both mind and body recovery, all clients participate (to the extent they are physically able) in our full wellness program which focuses on integral issues like diet, exercise, meditation, and other healthy life skills.

The SAP program will feature an exceptional aftercare program that will include a one-year post-discharge plan. In this stage of treatment, we will focus on relapse prevention and re-entry into families and society. We will also provide referrals to other facilities and community-based programs in each client's home geographic area that will provide additional resources and services like sober living and/or outpatient treatment. Whenever possible, each client will be introduced to a local contact and support group in their home community before being discharged. Of particular value to our clients is the fact the SAP Staff will work with the Department of Corrections to assure the client has additional post-treatment support. SAP staff will also work in tandem with the Department of Corrections to ensure the aftercare plan is complementary to the guidelines of the individual's probation and/or parole requirements.

### **Programming: *Therapeutic Community model***

The Shepherd's House Men's SAP program at the Fayette County Detention Center will be a six-month program which is structured in phases. Shepherd's House will provide 35 hours of evidence-based programming each week. Programming will begin at 8:00am and will end at 4:00pm, Monday through Friday. Clients will follow a daily schedule (Attachment: 6.1) that is based on their current phase. Classes, activities, and groups will be in designated blocks of time. There is an orientation phase followed by four additional phases. Orientation will last one week. Phases 1,2 and 3 will typically last seven weeks, and Phase 4 (re-entry) will last for four weeks. Clients will move from class to class and activity to activity throughout the day. Each day will consist of core curriculum course work, secondary curriculum course work, 12-step work, group therapy, process groups, activities, wellness activities, and accountability. Built into the program, each client will have individualized treatment suggestions and meet with his primary counselor weekly to discuss his treatment goals as well as his progress in the program.

Although the program hours run from 8:00am to 4:00pm, Monday through Friday, this does not mean treatment stops in the evenings or on weekends. Our SAP program is based on the Therapeutic Community (TC) model. Therapeutic communities have a recovery orientation, focusing on the whole person and overall lifestyle changes, not simply abstinence from drug use. Recovery is seen as a gradual, ongoing process of cognitive change through clinical interventions. It is expected that it takes time for program participants to advance through the phases of the program and personal goals are set along the way. Therapeutic Communities encourage one another to look at their personal behavior to help them become more social and to begin living in a right and healthy manner. Our Therapeutic Community is based on honesty, taking responsibility, hard work, and a willingness to learn. As residents progress through the phases of this program, they assume greater personal and social responsibilities in their community. As clients progress in their recovery they assume leadership roles within the Therapeutic Community. This is an evidence-based outcome determined by our other SAP programs.

Our Therapeutic Community expects active participation in group living and other activities which will lead to change and encourage clients to achieve their goals. By placing an emphasis on socialization and group reflection, clients will take on some of the responsibility of their peers' recovery. An additional benefit, of the Therapeutic Community, is that clients learn to lean on one another and ask for help. This will aid the client when he is released and returns to his family and/or community. His willingness to seek assistance will allow him to take advantage of community-based services as well as 12 step programming in his area. Relapse prevention is a big part of our treatment program. Increasing awareness of relapse triggers and building personal coping skills will reduce the likelihood of relapse and recidivism. As these men move towards completion of the Therapeutic Community program, the Shepherd's House will aid these men in connecting with formal after-care and self-help groups in their community.

## Program elements include:

- Individual Treatment Planning
- Individual Therapy
- Group Therapy
- Intake
- Drug testing
- URICA - University of Rhode Island Change Assessment
- CJKTOS - The Criminal Justice Kentucky Treatment Outcome Study (follow-up)
- Effective communication
- Parenting
- Anger management
- Time bomb tactics
- Conflict Resolution
- Impulsivity control
- Stress management
- Relationships
- Mapping
- Goal-setting
- Journaling
- Resume building
- Job search training
- Mock interviewing
- 12-step meetings
- 12-step work
- SMART Recovery meetings
- SMART Recovery work
- Guest Speakers
- Recovery-oriented challenges
- Autobiography writing
- Exercise
- Nutritional counseling
- Meditation

## **Core Curriculum**

### *Hazelden: A New Direction*

The Shepherd's House Men's SAP Program at the Fayette County Detention Center will use Hazelden's *a New Direction* as our curriculum. *A New Direction* is a comprehensive cognitive-behavioral therapy treatment program that trains chemically dependent offenders to challenge their thinking in order to change their criminal and addictive behavior patterns. The curriculum is divided into modules that address the following areas: (1) Intake and Orientation; (2) Criminal and Addictive Thinking; (3) Drug and Alcohol Education; (4) Socialization; (5) Relapse Prevention; and (6) Release and Reintegration Preparation. With the exception of the Intake and Orientation module, each module has a long-term and short-term version which can accommodate different lengths of stay. (Attachment: 8.1)

The curriculum is evidence-based and integrates:

- criminal thinking;
- addictive thinking;
- concepts of the social-cognitive theory;
- interpersonal communication skills training;
- cognitive problem solving and restructuring; and
- reflective communication.

## **Attendant Curriculum**

### *TCU Mapping Matrix*

In addition to our core curriculum, the Shepherd's House Men's SAP Program will use some elements of the Texas Christian University Mapping Matrix. Mapping is a visual representation counseling strategy for improving communication and decision-making that can enhance any therapeutic or psycho-educational exercise, either in a group or individual settings. Evidence shows it significantly improves treatment engagement and client progress indicators and helps compensate for a variety of cognitive and social deficits common among drug users in treatment.

### *Anger Management: Substance Abuse and Mental Health Services Association*

The SAMHSA Anger Management tool assists clinicians in teaching anger management techniques in a group or individual setting to clients with substance abuse problems and/or mental illness. This methodology uses cognitive behavioral therapy to address the anger cycle, conflict resolution, assertiveness skills, and anger-control plans. This workbook summarizes core concepts for each session; includes worksheets and individualized homework assignments.



## Relapse Prevention

A client's aftercare plan begins before he is released from prison. The SAP program will feature an emphasis on exceptional aftercare services. The key to an outstanding aftercare plan is the incorporation of a relapse prevention action plan. Each client must develop a relapse prevention action plan with his counselor and his Therapeutic Community (TC) before he qualifies for graduation. In this plan a client must identify his relapse triggers and understand the stages and types of relapse. Relapse is a process, it's not an event. There are three stages to relapse.

### The Three Stages of Relapse

1. Emotional Relapse
2. Mental Relapse
3. Physical Relapse

**Emotional Relapse:** In emotional relapse, you're not thinking about using. However, your emotions and toxic behaviors are setting you up for a possible relapse in the future.

The signs of emotional relapse are:

1. Anxiety
2. Intolerance
3. Anger
4. Defensiveness
5. Mood swings
6. Isolation
7. Not asking for help
8. Not attending 12 step meetings
9. Poor sleeping habits
10. Poor eating habits

### Early Relapse Prevention

Relapse prevention, at the emotional relapse stage, requires a man to recognize he is in an emotional relapse and that he must change his behavior. A man must learn to recognize he is isolating himself from others and remind himself it is normal to ask for help. He must recognize when he is becoming anxious and learn to practice relaxation techniques. He must recognize his sleeping and eating habits are becoming unhealthy and begin to again practice self-care.

If he doesn't change his behavior, at this stage, and continues to live in this stage of emotional relapse, he will become emotionally exhausted, and when he's exhausted, he will want to escape, which will move him into the next stage of relapse: mental relapse.

**Self-Care:** The most important thing he can do to prevent relapse, at this stage, is to take better care of himself. The man must reflect upon 'why he uses'. He used drugs and/or alcohol to escape, relax, or reward himself. He will relapse when he doesn't take care of himself. Ignoring self-care creates situations that are mentally and emotionally draining which will make him want and/or feel like he needs to escape.

Self-care also includes letting go of his resentments and fears through some form of relaxation and working the 12 steps. Working the 12 steps will build his self-worth to the point where he will begin (once again) to feel comfortable in his own skin. If he doesn't ask for help, he begins to feel isolated. Failing to learn how to manage these relapse triggers for too long allows the thought of using to become more pervasive. But by practicing self-care, he can prevent these feelings and thoughts from increasing, thereby avoiding relapse.

## **Mental Relapse**

In mental relapse there's a war going on in his mind. Part of him wants to use, but part of him doesn't. In the early phase of mental relapse, a person is toying with the idea of using. But in the later phase a person is seriously focusing and *thinking* about using.

The signs of mental relapse are:

1. Thinking about old (toxic) people, places and things
2. Telling war stories, glamorizing using drugs or alcohol
3. Hanging out with old using friends
4. Lying, cheating and stealing
5. Fantasizing about relapsing
6. Thinking about relapsing
7. Making reservations for your next relapse

## **Techniques for Dealing with Mental Urges:**

When thoughts of relapse begin occurring, the individual must learn to "play the tape all the way through." Before the actual relapse, he is thinking about using, he fantasizes this time will be different, I will be able to control my use this time. For example, he tells himself "I'll just have one drink" and then go home. But he must become proficient in "playing the tape all the way through." For an alcoholic, it's the first drink that gets you drunk. One drink always leads to another. He must be reminded he'll wake up the next day feeling disappointed in himself (or worse, perhaps back in jail). He must acknowledge he may not be able to stop the next day, and soon returns to the same vicious and deadly cycle he was in before. When he becomes proficient (through practice) in "playing the tape all the way through" -- to its only logical conclusion -- using doesn't seem so appealing. A great reminder of our inability to "control" our addiction is the popular recovery saying that "if you do what you always did, you'll get what you always got."

Another common mental urge is that we can “get away with it” (using), “no one will know”. Perhaps this is true for a short period of time, maybe his spouse is away for the weekend, or he’s away on a business trip. These are only a few examples of times when his addiction will try to convince him that he doesn’t actually have a big problem. His addiction may tell him he’s really only doing his recovery work to please his spouse or his employer. Addiction centers in his mind. But, if he plays the tape all the way through, he’ll remind himself of the negative consequences he and his loved ones have already suffered. He will reflect upon the potential consequences that lie around the corner if he relapses again. He will recall, for example, that if he could control his use, he would not have been introduced to this program.

Clients must learn how to ask for help by telling someone that they’re having urges to use. They must be trained to immediately call a friend, a support system member, or someone else in recovery. They must be willing to share with a safe person what it is they’re going through. The magic of sharing is that when we start talking about what we’re thinking and feeling, in that moment we take the power away from our disease. Our urges begin to disappear, they don’t seem quite so real or threatening and we don’t feel alone.

Clients will be taught to use distractions and time management to manage mental relapse. They’re instructed that when they start to think about using, they must do something to occupy and distract themselves. They learn to call a friend. Go to a meeting. Get up and go for a walk. Things that are not intuitive to the alcoholic or addict. They learn that if they just sit there with their urges and don’t do anything, they’re giving their mental relapse room to grow.

We teach clients to wait for 30 minutes before taking any (negative) actions. It’s proven that most urges usually last for less than 30 minutes. When a client is having an urge, it feels like an eternity. But if they can keep themselves busy and do the things they’re supposed to do; their urges will disappear quickly.

It’s a well-worn slogan, but it’s absolutely true that we can only do our recovery one day at a time. Sometimes it’s one hour at a time. We encourage our clients not to focus on whether they can stay abstinent forever. The thought of forever can be paralyzing. Forever is even overwhelming for people who’ve been in recovery for a long time. We consider early recovery as being 5 years.

One day at a time means one must match his goals to his emotional strengths. When he feels strong and is motivated to not use, then he must tell himself that he won’t use for the next 24 hours, the next week or the next month. But when he is struggling and having repeated urges to use -- and early on those times will happen often -- he must tell himself he won’t use for maybe the next 30 minutes. If he can break down his recovery into “bite-sized chunks” he’ll be less likely to sabotage himself by thinking too far ahead.

Relaxation is an important part of relapse prevention, because when we’re tense, we tend to do what’s familiar and wrong, instead of what’s new and right. When we’re tense, we tend to

repeat the same mistakes made before. When we're relaxed, we are more open to acceptance of the present situation and changing our behaviors.

## **Physical Relapse**

Once you start thinking about relapse, if you don't use some of the recommended techniques in your relapse prevention action plan, it doesn't take long to go from the mental relapse to the actual physical relapse – that is, going to get a drink or calling your dealer for a fix.

It's hard to stop the process of relapse at that point. That's not where we must focus our efforts in recovery, especially in early recovery. Achieving abstinence, through brute force, may be abstinence, but it's not recovery. When someone recognizes the difference, early warning signs of relapse, and understands the symptoms of post-acute withdrawal, they will be able to stop themselves from relapse before it's too late.

### **Triggers:**

Relapse triggers are social, environmental or emotional situations that remind people in recovery of their past alcohol or drug use. These cues bring about urges and anxiety that may lead to a relapse. There are certain triggers that are fairly common among those in recovery.

### **The Ten most common relapse triggers**

1. HALT: Allowing yourself to be too Hungry, too Angry, too Lonely, or too Tired
2. Emotions
3. Stress
4. Over-confidence
5. Mental or physical illness
6. Social isolation
7. Sex and relationships
8. Getting a promotion or new job
9. Reminiscing about or glamorizing past drug use
10. Social situations or places where drugs are available

## Twelve Step and Alternative Support Programming:

### Alcoholics Anonymous

The Shepherd's House will use Alcoholics Anonymous as its 12-step support program in the Fayette County Detention Center Men's Substance Abuse Program. Alcoholics Anonymous is an international fellowship of men and women who share their experience, strength, and hope with each other that they may solve their common problem and help others to recover from alcoholism. It is nonprofessional, self-supporting, multiracial, apolitical, and available almost everywhere in the World. There are no age or education requirements and no dues or fees for services. Membership is open to anyone who has the desire to stop drinking. Since the first publication of Alcoholics Anonymous in 1939, it has helped millions of men and women recover from the seemingly hopeless state of mind and body.

THE TWELVE STEPS OF ALCOHOLICS ANONYMOUS: AA's Twelve Steps are a group of principles, spiritual in nature, but not religious, which, if practiced as a way of life, can expel the obsession to drink and enable the sufferer to become happily and usefully whole.

THE TWELVE TRADITIONS OF ALCOHOLICS ANONYMOUS: AA's Twelve Traditions apply to the life of the Fellowship itself. They outline the means by which AA maintains its unity and relates itself to the world about it, the way it lives and grows.

SPONSOR: A sponsor in AA is someone who can help guide the individual trying to recovery through the program of Alcoholics Anonymous, and more specifically, through the process of working the 12 steps. This person is generally someone who has a good amount of sobriety under their belt and feels comfortable guiding others through difficult times in their sobriety. A sponsor is an understanding and sympathetic person whom you can trust and turn to when you encounter problems associated with alcohol and sobriety. Sponsorship is a vital tool for the 12-step pathway of recovery. Although there are no formal sponsorship rules, it's recommended that a sponsor have at least one to two years of sobriety and have worked the 12-steps themselves before they begin to sponsor others. A sponsor can assist an individual from relapsing.

HOME GROUP: Through the years, AA members have found it important to belong to one group which they call their Home Group. This is the group where they create accountability for themselves, accept their responsibilities, help others, and create strong friendships. All AA members are welcome, at most groups, and feel at home at any of these meetings. The concept of the Home Group remains the strongest bond between the AA member and the Fellowship. The Home Group has been called the heartbeat of AA, where we are loved by others until we can learn to love ourselves.

Our immediate recovery family is the Shepherd's House Staff. We introduce clients to Alcoholics Anonymous by organizing 12 step meetings in the jail among the SAP community. We introduce clients to the twelve steps and impress upon them the importance of sponsorship. Clients begin working the 12 steps of AA while they are in the detention center's Substance Abuse Program. Clients will be given a working knowledge of the 12-steps, the importance of sponsorship, attending meetings, and joining a home group prior to release. As part of their aftercare plan, a client will receive a list of meetings in the town to which they are returning. Before they are released from the Fayette County Detention Center, the SAP Staff will arrange for each man to meet a male AA member and this man will take them to their first AA meeting after release and upon returning home.

## **SMART RECOVERY**

In federal litigation, Alcoholics Anonymous has been labeled a religious program per federal law. Although arguable, as a result of this litigation all jail and prison substance abuse programs must provide clients with an alternative, "non-religious" form of recovery support if requested. The Shepherd's House will use SMART Recovery as its alternative recovery program in the Fayette County Detention Center Men's Substance Abuse Program. At the Shepherd's House, we believe in AA and we have seen the 12 steps produce miraculous results. However, because we must offer an alternative, we have found that SMART Recovery is the best available option, and it is approved by the Department of Corrections. Although not nearly so prevalent as AA, SMART Recovery is becoming more available in communities.

SMART recovery stands for Self-Management and Recovery Training. It is not a 12-step group, like Alcoholics Anonymous (AA) or Narcotics Anonymous (NA). SMART Recovery is a four Point program that helps people recover from all types of addictive behaviors, including: alcoholism, drug abuse, substance abuse, drug addiction, alcohol abuse, gambling addiction, cocaine addiction, and addiction to other substances and activities.

### **The Four Points:**

- Point 1: Building and Maintaining Motivation**
- Point 2: Coping with Urges**
- Point 3: Managing Thoughts, Feelings and Behaviors**
- Point 4: Living a Balanced Life**

The SMART Recovery 4-Point Program employs a variety of tools and techniques to help individuals gain independence from addiction and addictive behaviors. Participants are encouraged to learn how to use each tool and to practice the tools and techniques as they progress toward Point 4 of the program — achieving lifestyle balance and leading a fulfilling and healthy life. These tools include:

- Stages of Change
- Change Plan Worksheet
- Cost/Benefit Analysis (Decision Making Worksheet)
- ABCs of Rational Emotive Behavioral Therapy for Urge Coping
- ABCs of Rational Emotive Behavioral Therapy for Emotional Upsets
- DISARM (Destructive Images and Self-talk Awareness & Refusal Method)
- Hierarchy of Values
- Brainstorming
- Role-playing and Rehearsing
- USA (Unconditional Self-Acceptance)

The Shepherd's House Staff will introduce men, who elect to use SMART Recovery, to SMART Recovery meetings which will be held in the jail among the SAP community. We will introduce clients to SMART Recovery books, workbooks and work sheets. Clients will begin working the SMART Recovery program while they are in the Fayette County Detention Center Men's Substance Abuse Program. Clients will receive a working knowledge of the SMART 4-points program and they will understand the importance of following the curriculum. As part of their aftercare plan, a client will receive a list of SMART Recovery meetings in their hometown. If none available, they will be introduced to daily online meetings. When possible, a connection to a local SMART Recovery participant will be made prior to release.

## Staffing Pattern

The Shepherd's House Men's Substance Abuse Program at the Fayette County Detention Center will consist of 1.5 employees. There will be one Counselor and a part-time Program Director. The full-time counselor will have up to twenty (20) clients to manage while serving as primary counselor to each of these clients. The counselor will have a bachelor's degree and, at a minimum, be a Temporary Certified Alcohol and Drug Counselor (TCADC). The part-time program director will review assessments, treatment plans, confirm the appropriateness of treatment, or modify treatment weekly. The Program Director will set the daily schedule and verify that 35 hours of evidence-based treatment is being delivered weekly. The Program Director will be a licensed Certified Alcohol and Drug Counselor (CADC) and will be, at a minimum, 2 years post certification. The Shepherd's House will also provide a Clinical Director who will supervise all clinical staff members of the Fayette County Detention Center Men's Substance Abuse Program. The Clinical Director will audit client files, review referrals and aftercare plans, and observe both group and individual therapy. Observations by the Clinical Director will be done monthly, at a minimum, to assure best practices and a high quality of care is being provided. The Clinical Director will be a Licensed Clinical Social Worker (LCSW).

### **Program Director: Jerod Thomas M.Ed., CADC**

Jerod Thomas, M.Ed., CADC began his treatment career as a drug and alcohol counselor at WestCare Kentucky, a non-profit substance abuse program located in Ashcamp, KY. Jerod was subsequently named as the Program Director for the Substance Abuse Program at the Boyle County Detention Center. Under Jerod's direction and leadership, the Boyle County Detention Center Substance Abuse Program became one of only a few licensed (through the Office of the Inspector General) detention center SAP facilities in the Commonwealth of Kentucky. Jerod was ultimately promoted to Deputy Administrator at WestCare. Jerod supervised and managed the day-to-day operations of all of the treatment facilities in the Commonwealth of Kentucky where WestCare provided substance abuse services and programs. This included one inpatient treatment center, two prison programs, two day-reporting programs, two transitional living programs, two homeless shelters, and the Pikeville University student assistance program. Jerod currently serves as the President/CEO for the Shepherd's House, Inc., a 501-(c)(3) non-profit, transitional living recovery program in Lexington KY. The Shepherd's House manages several programs: A Substance Abuse Prison Program, An IOP Day Reporting Program, and four long-term residential and transitional living treatment centers for men.



### **Clinical Director: Connie Milligan, LCSW**

Connie P. Milligan, LCSW has 35 years of experience in the mental health field with expertise working with people who are justice involved. For much of her career she worked in Community Mental Health moving from direct services into executive leadership position As Corporate Director over numerous regional and statewide programs, she provided program development, management and training. She is responsible for the development of innovative programs including the KY Mental Health Crisis Network for Jails, KY Suicide Prevention Board, Bluegrass Crisis Line, KY Community Crisis Intervention Board, CIT training for the Bluegrass Region, Bluegrass Re-entry Council, Fayette Co. Decriminalization Council and Fayette Co. Mental Health Court. Currently she provides clinical expertise to the Fayette County Mental Health Court and consultation and training for the SAMSHA GAINS Center, in addition to having a private clinical practice.

She has co-authored seven articles about her work with Kentucky jails and has been honored with numerous awards. Connie is a graduate of Transylvania University and earned a master's degree in Social Work at the University of Kentucky. She is a Licensed Clinical Social Worker.

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### **Startup Team: Tanith Wilson, Boyle County Detention Center SAP Program Director**

Tanith Wilson will lead the startup team. Tanith has a Bachelor of Science in Psychology, and a Bachelor of Science in Human Services, with a minor in Criminal Justice. She received her degrees from the University of the Cumberlands where she is currently enrolled to begin graduate school pursuing a Dual Masters in Mental Health Counseling and Addiction Counseling. She has 11 years of experience working with those who suffer from substance use disorders. She is currently a licensed TCADC and is under clinical supervision. Tanith struggled with her own addiction for many years. After finding her way to recovery, she began her career at The Liberty Ranch. She started as the second shift monitor and eventually was promoted to Program Director. Tanith dedicated eight years of her life serving the residents of this private drug and alcohol recovery center. Tanith then became employed through the Kentucky Courts of Justice where she served as a Recovery Coordinator for the Fayette County Drug Court. She is currently employed by the Shepherd's House as the Program Director at its Boyle County Detention Center Substance Abuse Program. She is responsible for ensuring that OIG as well as DOC regulations are adhered to. She is also responsible for evidence-based programming, client individual and group counseling, psycho-educational classes, and family education.

## **Job Descriptions**

### **Program Director:**

- Responsible for curriculum and treatment models; responsible for ensuring that OIG as well as DOC regulations are adhered to.
- Acts as Liaison with Department of Corrections and all Fayette County officials;
- Manage staffing and personnel matters;
- Utilize counseling and psychotherapy to evaluate and treat each client's emotional and mental health problems and conditions, whether cognitive, behavioral, or affective;
- Assess each client's needs and make decisions regarding delivery of the appropriate individual, group, and family counseling;
- Conduct interviews and make assessments of clients to determine need and appropriateness for program participation and referrals;
- Create Individual Treatment / Service Plans; and
- Supervise and direct the activity of counselors, interns, and office staff.

### **Counselor:**

- Utilize counseling and psychotherapy to evaluate and treat emotional and mental health problems and conditions, whether cognitive or behavioral;
- Assess each client's needs and make decisions regarding the delivery of the appropriate individual, group, and family counseling;
- Conduct interviews and make assessments of clients to determine need and appropriateness for program participation and referrals;
- Create Individual Treatment / Service Plans/ Aftercare Plans/ Relapse Prevention Action Plans; and
- Supervise and direct the activity of interns and office staff.

## **Pricing and Billing**

**Pricing:** This is a Department of Corrections program so pricing has been established. The program supports twenty (20) beds at a rate of \$9.00 dollars a day (\$9.00 per diem), per client, which will be paid by the Department of Corrections. This per diem is non-negotiable. The Shepherd's House will compile a billing roster each day of the month at the end of each month. (Attachment: 19.1) The Shepherd's House Program Director will check the roster with the Administrative Captain in charge of billing at the Fayette County Detention Center to make sure we have the same number of billable days. The Shepherd's House will submit a billing invoice and roster to Lexington-Fayette Urban County Government. (Attachment 19.2) The Lexington-Fayette Urban County Government will receive this invoice by the fifth (5<sup>th</sup>) day of the month following the month for which services are billed. (e.g., July billing will be submitted no later than August 5).

**Uniforms:** Clients participating in the Fayette County Detention Center Men's Substance Abuse Program will wear uniforms not the same attire as the general population inmates. We do this for several reasons: 1) To foster pride in the program; 2) So that clients commit to waking up each morning and dressing for their work day; and 3) to eliminate the "jailhouse" mentality and to begin re-familiarizing clients with the idea of being back in society. The jail or prison is responsible for the purchase of these uniforms. These are typically paid for with the prison's commissary money, but this is at the discretion of the individual jail. (Attachment 19.3)

**Curriculum:** The Shepherd's House will be responsible for purchasing the curriculum for the Fayette County Men's Substance Abuse Program. Hazelden's "A New Direction" will be the curriculum. This is a six-part program with six separate workbooks. The six topics addressed are: (1) Intake and Orientation; (2) Criminal and Addictive Thinking; (3) Drug and Alcohol Education; (4) Socialization; (5) Relapse Prevention; and (6) Release and Reintegration Preparation. These workbooks will be purchased by the Shepherd's House.

**Alcoholic Anonymous Books (Also known as the AA Big Book):** Every client that enters the Fayette County Men's Substance Abuse Program will be given an Alcoholics Anonymous 'Big Book' that is hers to keep. These will be purchased by the Shepherd's House at the Alcoholics Anonymous Bluegrass Central Office so that AA Worldwide Services will benefit from our program's use of the books.

**SMART Recovery workbooks:** Clients who do not wish to participate in the Alcoholics Anonymous curriculum, for religious reasons, will be given a SMART Recovery Workbook. The Shepherd's House will purchase the books in the SMART Recovery Online Shop.

**CEU staff training:** Shepherd's House will be responsible for assuring its staff remains well-trained and current on education and methodology in the ever-changing world of addiction and treatment. The Shepherd's House will verify that all professional staff members obtain the required number of Continuing Education Units (CEU) each year.

## Reports

Reporting is a significant piece of the operational puzzle for the Fayette County Detention Center Substance Abuse Program. A number of reports are mandatory and must be completed and submitted to the appropriate agencies in a timely fashion. There are several entities involved in the operation of the Substance Abuse Program: Shepherd's House, Fayette County Detention Center, and Department of Corrections. It is critical that all are operating cohesively and with shared understandings and goals.

**Daily Report:** The Daily Report is a roster of clients and the bed breakdown. This report is sent to the Department of Corrections administrator (Marka Burns). It provides the Program census. DOC is advised of number of openings in the program, and status of each client, each day. DOC is also notified when clients are admitted; graduated; withdrawn; served out; or were discharged. This Daily Report and census are essential to keep the program operating at capacity, and in order to keep the program operating efficiently. There are extensive waiting lists for all Detention Center Substance Abuse Programs in Kentucky. Therefore, it's critical that the census be managed on a daily basis. (Attachment: 20.1)

**Therapeutic Community Monthly Report:** This is an overview of all of the happenings in the Fayette County Detention Center Substance Abuse Program during the month. This report is sent to Steve Haney, Director of Fayette County Community Corrections and to the governing body for the Department of Corrections SAP Programs by the 5<sup>th</sup> day of the following month. This report includes 1) Population; 2) Admissions; 3) Readmissions; 4) Drug screens administered; 5) Number of positive drug screens; 6) Number of clients who graduated; 7) Number of Graduates year to date; 8) Discharges; 9) Discharge summary; 10) Visitors; 11) Visitors year to date; 12) Staff training; 13) Number of individuals paroled upon completion; 14) Number PSAP/SB4; and 15) YTD PSAP/SB4. (Attachment: 20.2)

**Breakdown of Counties Served:** This is simply a record of which counties our clientele represents and informs us of which areas are being most severely impacted by drug addiction and which areas are receiving the most assistance. It also allows us to identify the drug of choice in each geographic area served. This information will drive our staff training so that they are receiving the appropriate training and areas where the most training and assistance are needed. Finally, it allows us to have a head start connecting our clients to members of Alcoholics Anonymous in their geographic locations. This provides our clients with immediate assistance and support before they even return home. (Attachment: 20.3)



## REFERENCES

**Brian Wofford**  
Boyle County Detention Center Jailer  
1860 South Danville Bypass  
Danville, KY40422  
Work: (859) 238-1127  
Cell: (859) 516-8163

**Barry Harmon**  
Former Boyle County Detention Center Jailer  
410 Carrigan Drive  
Danville, KY40422  
Cell: (859) 239-8327

**Howard Hunt**  
Boyle County Judge Executive  
Boyle County Fiscal Court  
321 West Main Street  
Danville, KY40422  
Work: (859) 238-1100

**Milward Dedman**  
Mercer County Judge Executive  
Mercer County Fiscal Court  
207 West Lexington Street  
Harrodsburg, KY 40330  
Work: (859) 734-6300  
Cell: (859) 613-3333

# Attachments

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<b>BHSO License .....</b>	<b>Attachment 1.1</b>
<b>AODE Residential License .....</b>	<b>Attachment 1.2</b>
<b>AODE Intensive Outpatient License .....</b>	<b>Attachment 1.3</b>
<b>Daily Schedule .....</b>	<b>Attachment 5.1</b>
<b>Curriculum Schedule .....</b>	<b>Attachment 8.1</b>
<b>Client Roster .....</b>	<b>Attachment 19.1</b>
<b>Billing Invoice .....</b>	<b>Attachment 19.2</b>
<b>SAP Uniforms .....</b>	<b>Attachment 19.3</b>
<b>Daily Census Report .....</b>	<b>Attachment 20.1</b>
<b>Therapeutic Community Monthly Report .....</b>	<b>Attachment 20.2</b>
<b>Breakdown of Counties Served Report .....</b>	<b>Attachment 20.3</b>



# Commonwealth of Kentucky Cabinet for Health and Family Services

certifies that **Shepherd's House, Inc.**  
is authorized to operate **Shepherd's House, Inc.**  
located at **635 Maxwellton Court  
Lexington, KY 40508**  
License Number **800320**

Pursuant to KRS Chapter 216B and the regulations promulgated thereunder, this license is effective March 8, 2019 and valid until February 29, 2020 unless action is taken by the Cabinet to deny, suspend or revoke the license for failure to meet applicable standards and requirements. This license is not transferable and is limited to the above entity and for the services indicated below.

## **Behavioral Health Services Organization**

Screening, Assessment, Crisis Intervention, Peer Support, Intensive Outpatient Program Services, Individual Outpatient Therapy, Group Outpatient Therapy, Family Outpatient Therapy, and Targeted Case Management Services

Steven D. Davis  
Inspector General

Adam M. Meier  
Secretary





# Commonwealth of Kentucky Cabinet for Health and Family Services

certifies that                    **Shepherd's House, Inc.**

is authorized to operate   **Shepherd's House, Inc.**

located at                        **635 Maxwellton Court  
Lexington, KY 40508**

License Number                **810066**

Pursuant to KRS Chapter 222.231 and the regulations promulgated thereunder, this license is effective March 1, 2019 and valid until February 29, 2020 unless action is taken by the Cabinet to deny, suspend or revoke the license for failure to meet applicable standards and requirements. This license is not transferable and is limited to the above entity and for the services indicated below.

## **Alcohol and Other Drug Entity**

**Residential**

**Number of Beds = 12**

Steven D. Davis  
Inspector General

Adam M. Meier  
Secretary







# Commonwealth of Kentucky Cabinet for Health and Family Services

certifies that **Shepherd's House, Inc.**  
is authorized to operate **Shepherd's House, Inc.**  
located at **635 Maxwellton Court  
Lexington, KY 40508**  
License Number **810681**

Pursuant to KRS Chapter 222.231 and the regulations promulgated thereunder, this license is effective **March 8, 2019** and valid until **February 29, 2020** unless action is taken by the Cabinet to deny, suspend or revoke the license for failure to meet applicable standards and requirements. This license is not transferable and is limited to the above entity and for the services indicated below.

## Alcohol and Other Drug Entity

Outpatient  
Intensive Outpatient

Steven D. Davis  
Inspector General

Adam M. Meier  
Secretary



# SAP DAILY SCHEDULE

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7:00	Wakeup	Wakeup	Wakeup	Wakeup	Wakeup		
7:00-8:00	Morning GI/Personal Hygiene	Morning GI/Personal Hygiene	Morning GI/Personal Hygiene	Morning GI/Personal Hygiene	Morning GI/Personal Hygiene		
8:00 - 8:20	AM Meditation	AM Meditation	AM Meditation	AM Meditation	AM Meditation	_____	_____
8:30- 9:20	12 Step Class	Workbooks/ Class	GI/GED/ Status Promotions	Recovery Films (In Dorms)	Accountability Committee/GI	_____	_____
9:30 - 10:15	Step Work	Workbooks/ Class	GI/GED/ Status Reviews	Town Hall (In Dorms)	Progress Reviews	_____	_____
10:15 - 11:00	Lunch	Lunch	Lunch	Lunch	Lunch	_____	_____
11:00 -11:50	Process Group/Role Play	Life Skills	LE's/Free Time/GED	Dorm Meetings	AA/SMART Recovery meetings	Chores Complete	Chores Complete
12:00 -12:50	Process Group/Role Play	Presentations	Living Sober/ GED	Presentations (In Dorms)	Accountability	_____	_____
1:00 - 1:50	Workbooks/ Class	Process group/ Critical Thinking	Workbooks/ Class	Workbooks/ Class	12 Step Class		_____
2:00 - 2:50	Workbooks/ Class	Process Group/Critical Thinking	Workbooks/ Class	Workbooks/ Class	Step Work		_____
3:00 - 3:30	Journaling	Journaling	Journaling	Journaling	Journaling	_____	_____
3:30 - 4:00	PM Meditation	PM Meditation	PM Meditation	PM Meditation	PM Meditation	_____	_____
6:30	_____	Optional Faith Meeting	_____	_____	_____	_____	_____
7:30	AA Meeting	SMART Recovery	AA Meeting	SMART Recovery	AA/SMART workbooks		
9:00	Lights Out/ Quiet Time	Lights Out/ Quiet Time	Lights Out/ Quiet Time	Lights Out/ Quiet Time	_____	_____	Lights Out/ Quiet Time
10:00	TV Off	TV Off	TV Off	TV Off	_____	_____	TV Off
Midnight	_____	_____	_____	_____	TV Off	TV Off	_____

	Phase 1: Intake and Orientation	Phase 2: Drugs & Alcohol Education and Cooccurring Disorders	Phase 3: Criminal & Addictive Thinking and Socialization	Phase 4: Relapse Prevention and Release & Reintegration
Goals	<b>Understanding &amp; Expectations</b>	<b>The Disease Concept and Drug and Alcohol Education</b>	<b>Action and Change</b>	<b>Planning and Implementation</b>
Curriculum	2 Weeks Intake Folder Group therapy guidelines Accountability system review URICA CJKTOS Individualized Treatment Plan Big Bro/Little Bro Requirements Dr. Opinion Bill's Story Step Mapping: Step 1 Substance Use Assessment Journaling	8 Weeks Autobiography Peer interviews (2) Journaling Thought mapping intro Role playing Victim Impact Mini Lead Prioritizing Errors in Thinking Coat of Arms Step Mapping: Steps 2-7 Time Management Drug and Alcohol Education The Disease Concept	8 Weeks Satisfaction Survey Goal Setting Motivation Thought Mapping Mug Shot Reflection Anger Management Stress Management Affirmations The Slight Edge Effective Communication Role playing Step Mapping 8&9 Journaling	8 Weeks Co-Dependency Forgiveness Relationships Parenting Drop the Rock Role Playing Step Mapping: 10 – 12 Conflict resolution Journaling Role Play Impulsivity Meditation
Workbooks	Orientation (Hazelden)	Criminal & Addictive Thinking (Hazelden) Co-occurring Disorders (Hazelden)	Criminal Addiction Thinking Socialization (Hazelden) Anger Management (SAMHSA)	Relapse Prevention (Hazelden) Release & Reintegration (Hazelden) Partners in Parenting (TCU)
Films	Orientation (Hazelden)	Addiction My Name is Bill W The Anonymous People Drunk in Public Unguarded Disease of Addiction & Medical Aspects of Chemical Dependency Pleasure Unwoven Behind the Orange Curtain	Socialization Without Bias Impact: After the Crash Burns Brady YouTube Crim & Add Think 1&2 Haz Crim & Add Think – Tactics Haz	Absent Co-Occurring Disorders Hazelden) DUI Dead in 5 Seconds Omar & Pete Intervention (2)
Books	Big Book 12 Steps and 12 traditions SMART Recovery	Big Book 12 Steps and 12 traditions, SMART Recovery	The Slight Edge Big Book, SMART Recovery 12 Steps and 12 traditions	Co-Dependent No More Big Book, SMART Recovery 12 Steps and 12 traditions

**Bill To:**

DEPT. OF CORRECTIONS - SAP  
 DEPARTMENT OF CORRECTIONS  
 FRANKFORT, 40602  
 Phone: 5025647290  
 124-125

**From:**

BOYLE COUNTY DETENTION CENTER  
 1860 SOUTH DANVILLE BYPASS  
 DANVILLE, KY 40422  
 (859) 238 - 1127  
 Brian Wofford

**Billing Period**

03/01/2019 To 03/31/2019

Booking #	Name	SSN	Cell	SID	DOB	From	To	Days	Rate	Bill
2011024969	ADAMS, KEVIN	400-96-0054	150	085367 CD 1	12/16/1964	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025849	ARNOLD, JUSTIN	407-23-5563	153	279076 DE 2	03/06/1984	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025594	AUMILLER, MICHAEL	403-33-3949	150	260816 CD 2	10/23/1987	03/01/2019	03/25/2019	25	\$9.00	\$225.00
2011025594	AUMILLER, MICHAEL	403-33-3949	150	260816 CD 2	10/23/1987	03/27/2019	03/31/2019	5	\$9.00	\$45.00
2011025502	BAKER, JERAMIE	403-13-7850	150	201019 CC 1	04/02/1979	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025593	BARNES, KEVIN	403-37-2107	150	243555 CC 1	09/01/1987	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024833	BROWN, LAREZ	303-13-0617	150	293094 CC 1	05/31/1992	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025297	BURNETT, WILLIE	400-98-0695	150	107430 CD 1	12/10/1968	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024879	CAMPBELL, JAMIE	401-29-1166	150	175800 CC 1	04/06/1978	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024829	COOK, JAPETH	401-39-7032	150	244500 CD 1	01/05/1990	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025519	CROLEY, JOSHUA	404-29-3157	150	222730 CC 1	09/02/1986	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024828	CUNDIFF, CHRIS	405-19-2451	150	299272 CD 1	05/25/1980	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025834	DAVIDSON, DILLION	403-31-7377	150	266829 CD 2	06/20/1987	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025522	FARRIS, MICHAEL	406-02-1973	153	196788 CD 2	06/16/1973	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025900	FELTNER, EDDIE	407-23-0277	153	233131 CC 1	11/02/1983	03/04/2019	03/31/2019	28	\$9.00	\$252.00
2011025589	FINLEY, ALEXANDER	406-53-7705	150	295541 CD 2	10/01/1998	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025697	GAZZARA, KEITH	403-25-2905	150	264383 CC 1	04/10/1984	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024832	GOMEZ, FERNANDO	403-43-4766	150	292590 CC 1	11/23/1991	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024880	HARMON, JOSHUA	--	153	263834 CC 1	10/26/1990	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025469	HEAD, TREVELLYN	489-84-3138	153	300272 CD 1	09/12/1980	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025698	HELLARD, ADAM	401-27-2139	153	268290 CC 1	08/23/1984	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024661	JOLLY, PAUL	405-94-2853	153	096449 CC 1	08/31/1963	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025591	LUNSFORD, KAMERON	405-37-4719	153	301999 CD 1	05/11/1989	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025703	MURRAY, STEVEN	400-25-6739	153	296496 DE 2	02/06/1984	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024834	NORTHINGTON, PRINCE	401-35-0486	153	238157 CC 1	01/16/1985	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025446	PATRICK, WILLIAM	405-39-6247	150	240394 CC 1	08/29/1986	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025445	PITMAN, ROBERT	401-94-8579	153	226032 CD 1	11/12/1965	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011023798	PRICE, BENTON	400-45-3440	153	291408 CC 1	08/24/1992	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025287	PRICE, JOSEPH	405-39-1183	153	181304 CC 1	05/19/1983	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024877	SCALF, JAMES	402-23-8727	153	156132 CC 1	08/02/1972	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024878	SHULER, JEREMIAH	402-29-2030	150	263204 DE 2	05/07/1986	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025621	SMITH, WAYLON	407-37-3456	150	300765 CD 1	07/04/1989	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024564	STEVENS, ROBERT	404-51-0989	153	283707 CC 1	04/24/1997	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025873	TAYLOR, JASON	406-21-6024	153	206270 CC 1	02/07/1980	03/04/2019	03/31/2019	28	\$9.00	\$252.00

Billing Invoice

JailTracker® Report Printed On 04/01/2019 11:34 by UserID 58610

BOYLE COUNTY DETENTION CENTER

Page 1 of 2

**Bill To:**

DEPT. OF CORRECTIONS - SAP  
 DEPARTMENT OF CORRECTIONS  
 FRANKFORT, 40602  
 Phone: 5025647290  
 124-125

**From:**

BOYLE COUNTY DETENTION CENTER  
 1860 SOUTH DANVILLE BYPASS  
 DANVILLE, KY 40422  
 (859) 238 - 1127  
 Brian Wofford

**Billing Period**

03/01/2019 To 03/31/2019

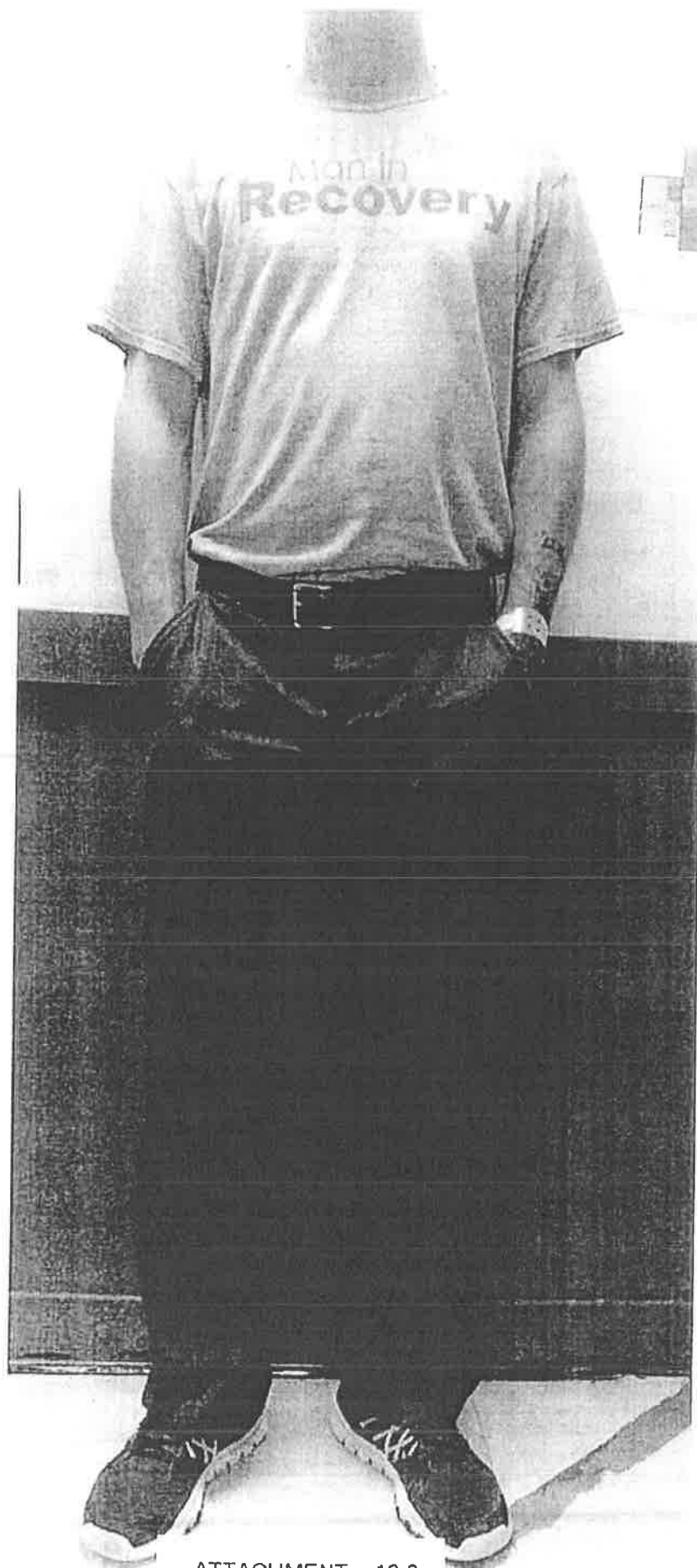
Booking #	Name	SSN	Cell	SID	DOB	From	To	Days	Rate	Bill
2011025506	THOMPSON, JOSEPH	504-19-1990	153	303019 CC 1	10/12/1990	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024497	TRACY, MATTHEW	404-41-9330		255706 CC 1	02/16/1991	03/01/2019	03/03/2019	3	\$9.00	\$27.00
2011023665	WAITE, ANTONIO	404-99-9024		298426 CC 1	12/10/1995	03/01/2019	03/03/2019	3	\$9.00	\$27.00
2011025505	WHITE, KEVIN	405-29-3206	150	301174 CC 1	08/05/1986	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025295	WILLIAMS, BRADLEY	406-35-9668	153	244564 CC 1	06/28/1988	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025552	WILLIAMS, MICHAEL	400-96-5125	153	155689 CD 1	08/28/1968	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011024681	WOOD, ADAM		153	148698 CC 1	11/25/1997	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025833	WOOD, DOUGLAS	400-31-7036	150	296703 CD 2	02/28/1987	03/01/2019	03/31/2019	31	\$9.00	\$279.00
2011025286	WRIGHT, TRACY	406-27-9769	150	259757 CD 2	12/28/1985	03/01/2019	03/31/2019	31	\$9.00	\$279.00

**Total Bill:** \$11,151.00

**Total Days:** 1,239

**Total Inmates:** 43





ATTACHMENT 19.3







## Therapeutic Community Monthly Report

**MONTH: March**

**YEAR: 2019**

**FACILITY: Boyle County Detention Center**

1. **CONTRACTED NUMBER OF BEDS= 40**
2. **CURRENT POPULATION = 40**
3. **NEW ADMISSIONS = 2**
4. **READMISSIONS = 0**
5. **TOTAL NUMBER OF DRUG SCREENS ADMINISTERED = 7**
6. **TOTAL NUMBER OF POSITIVE DRUG SCREENS = 0**
7. **NUMBER INMATES GRADUATED = 2**  
**YTD GRADUATED: 17**
8. **TOTAL NUMBER IS DISCHARGES/DISMISSALS. (TO INCLUDED ADMINISTRATIVE, WITHDRAWS, MRS AND SERVE OUT)**

**PLEASE DOCUMENT IN THE TABLE BELOW ALL DISCHARGES.**

TC Client Date	Discharge type	Reason For discharge	Phase of TX	Parole upon completion?

Discharge Type= A (Administrative) D= (Disciplinary) W= (Withdrew or quit) T= (Termination)

- 10. VISITORS = 0 VISITORS YTD = 1
- 11. SIGNIFICANT EVENTS = Staff attended the local ASAP meeting. A new SAP counselor was hired and started on March 1<sup>st</sup>. Staff attended supervision with DOC Branch Manager.
- 12. STAFF TRAINING HOURS IN-HOUSE= 1
- 13. STAFF TRAINING HOURS OFF-SITE = 4
- 14. TRAINING HOURS PROVIDED BY STAFF = 4
- 15. NUMBER OF PAROLE UPON COMPLETION INMATES = 6
- 16. NUMBER OF PSAP/SB4 INMATES = 0
- 17. NUMBER OF PSAP/SB4 INMATES TO GRADUATE: 0
- 18. YTD PSAP GRADUATES = 0

**\*DUE BY THE 5<sup>TH</sup> OF THE FOLLOWING MONTH\***

**i. JAILER**

**ii. DEPARTMENT OF CORRECTIONS**

**KORT THOMPSON KORT.THOMPSON@KY.GOV**

**VONDA NAPIER VONDAK.NAPIER@KY.GOV**

**VERONICA HUNT VERONICA.HUNT@KY.GOV**

**JEANNIE WALDRIDGE JEANNIE.WALDRIDGE@KY.GOV**

**MYLEA MCFEOLA MYLEA.MCFEOLA@KY.GOV**

**HILLERY OHNEMUS HILLERY.OHNEMUS@KY.GOV**

**KATHY TAYLOR KATHYA.TAYLOR@KY.GOV**

BREAKDOWN OF COUNTIES SERVED  
Boyle County Jail SAP  
March 2019

COUNTY	# SERVED
Adair	1
Allen	
Anderson	
Ballard	
Barren	3
Bath	
Bell	
Boone	
Bourbon	1
Boyd	
Boyle	
Bracken	
Breathitt	
Breckinridge	
Bullitt	
Butler	1
Caldwell	
Calloway	
Campbell	
Carlisle	1
Carroll	
Carter	
Casey	
Christian	1
Clark	
Clay	2
Clinton	
Crittenden	
Cumberland	1
Daviess	
Edmonson	
Elliott	
Estill	1
Fayette	3
Fleming	
Floyd	
Franklin	
Fulton	
Gallatin	
Garrard	
Grant	

COUNTY	# SERVED
Graves	
Grayson	1
Green	
Greenup	
Hancock	
Hardin	
Harlan	
Harrison	
Hart	1
Henderson	
Henry	
Hickman	
Hopkins	
Jackson	
Jefferson	1
Jessamine	4
Johnson	
Kenton	1
Knott	
Knox	
Larue	
Laurel	3
Lawrence	1
Lee	1
Leslie	
Letcher	
Lewis	
Lincoln	1
Livingston	
Logan	
Lyon	
McCracken	
McCreary	
McLean	
Madison	
Magoffin	
Marion	
Marshall	
Martin	
Mason	
Meade	1

COUNTY	# SERVED
Menifee	
Mercer	1
Metcalfe	
Monroe	
Montgomery	
Morgan	
Muhlenberg	
Nelson	
Nicholas	
Ohio	
Oldham	
Owen	
Owsley	1
Pendleton	
Perry	
Pike	
Powell	
Pulaski	2
Robertson	
Rockcastle	1
Rowan	
Russell	1
Scott	1
Shelby	
Simpson	
Spencer	
Taylor	1
Todd	
Trigg	
Trimble	
Union	
Warren	1
Washington	
Wayne	
Webster	
Whitley	1
Wolfe	
Woodford	
Ohio	
Tennessee	
West Virginia	
<b>Total # of KY Counties</b>	<b>29</b>

# Appendix

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## Resume

- Jerod Thomas
- Connie Milligan
- Tanith Wilson

## In the News

- Boyle County SAP Program
-

# JEROD MITCHELL THOMAS

## EXPERIENCE

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Shepherd's House  
*President and CEO*

Lexington, KY

- Works with board in order to fulfill the organization mission.
- Works with board and staff to ensure that the mission is fulfilled through programs, strategic planning and community outreach.
- Establishing employment and administrative policies and procedures for all functions and for the day-to-day operations of the Shepherd's House.
- Strategic planning and implementation.
- Oversee marketing and other communications efforts.
- Primary spokesperson to the organization constituents, the media and the general public.

WestCare Foundation, Inc.  
*Deputy Administrator*

Lexington, KY

- Directly supervises all WestCare facilities in Kentucky.
- Manages staffing and personnel matters.
- Responsible for curriculum and treatment models.
- Responsible for cultivating new business opportunities.
- Public Relations Development and Implementation.

WestCare, Kentucky  
*Director, Substance Abuse Program*  
*Boyle County Detention Center*

Danville, KY

- Responsible for curriculum and treatment models.
- Liaison with Department of Corrections and all Boyle County officials
- Managed staffing and personnel matters.
- Retained all duties of Substance Abuse Counselor (see below)

WestCare, Kentucky

Ashcamp, KY

*Substance Abuse Counselor*

- Utilize counseling and psychotherapy to evaluate and treat emotional and mental problems and conditions, whether cognitive, behavioral, or affective.
- Assess need and make decisions regarding the delivery of the appropriate individual, group and family counseling.
- Conduct interviews and make assessments of potential clients to determine need and appropriateness for program participation and referrals.
- Create Individual Treatment / Service Plans.
- Supervise and direct the activity of direct care staff.

CoachesLocker

Lexington, KY

*National Sales Manager*

- Responsible for sales force and national sales marketing.
- Responsible for operations and performance of sales force.

Spencerian College

Lexington, KY

*Admissions Counselor*

- Responsible for new student recruitment and enrollment.
- Provided student assistance in financial aid and curriculum counseling.

SportsBlast, Inc.

Lexington, KY

*Corporate Sales Manager*

- Responsible for sales force and sales force marketing.
- Responsible for cultivating and maintaining business accounts.

Shapes Fitness Center  
*Sales and Marketing Director*

Lexington, KY

- Responsible for daily operations.
- Responsible for sales force and sales marketing

Sequoyah High School  
*High School Teacher*

Madisonville, TN

- Taught History and Geography courses.
- Served as Assistant Head Football Coach and Defensive Coordinator.

Oneida High School  
*High School Teacher*

Oneida, TN

- Taught History, Geography and Government Courses.
- Served as Assistant Coach for the Boys Basketball Team.

Georgetown College  
*Football Coach*

Georgetown, KY

- Linebacker Coach.
- Academic advisor to team members.
- Coordinated Defensive Practices as well as annual Spring Clinic.



## **EDUCATION**

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- 1997-1998 University of Tennessee Knoxville, TN  
*Master of Science*  
• Awarded Academic Scholarship
- 1991-1993 Morehead State University Morehead, KY  
*Bachelor of University Studies*  
• Awarded Athletic Scholarship for Football
- 1987-1990 Marshall University Huntington, WV  
*Undergraduate Studies*  
• Awarded Athletic Scholarship for Football

## **AWARDS RECEIVED**

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- 1987-1992
- Dean's List
  - Academic All-American
  - Letterman, Marshall University
  - All Southern Conference Player of the Week (3)
  - Team Captain, Morehead State University Football Team
  - All Ohio Valley Conference Football Team
  - Alternate, Blue-Gray College All Star Game

*References Available Upon Request*

## **CONTACT INFORMATION**

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Jerod M. Thomas  
4628 Spring Creek Drive  
Lexington, KY 40515  
Telephone: 859-537-8680  
Facsimile: 859-252-1935  
Email: [Jerod.thomas@shepherdshouseinc.com](mailto:Jerod.thomas@shepherdshouseinc.com)





**Connie P. Milligan, LCSW**  
*Spectrum Transformation Services, LLC*

121 Preston Ave. Lexington, KY 40502  
Work Address: Centered 309 N. Ashland Av. Lexington KY 40502  
859-806-8910 [connie@conniemilligan.com](mailto:connie@conniemilligan.com)  
[www.spectrumtransformation.com](http://www.spectrumtransformation.com)

**Education**

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**University of Kentucky**  
Master of Social Work  
Lexington, Kentucky  
December 1979 with honors

**Transylvania University**  
BA Education  
Lexington, Kentucky  
June 1974

**Licensure**

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**Licensed Clinical Social Worker**  
Kentucky License No. 379 since 1984

**Transformational Coach**  
Certification in Core Curriculum and Mentor Coaching – June 2014

**Employment**

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**Spectrum Transformation Services, LLC**  
**Founder and Principal**  
January 2015 to present

I provide individual and group services, training and consultation around personal and professional development. In my individual and group work, I provide clinical therapy, coaching and workshops that help people recognize the choices and opportunities they have so they can obtain their full potential. In my consultation services I serve as the Clinical Consultant for the Fayette County Mental Health Court and I provide training and consultation for the SAMSHA GAINS Center. This work is focused on reducing the

incidence of incarceration among people who have mental illness and are justice involved. See details below. See list of workshops below.

**Clinical Consultant, Fayette County Mental Health Court**  
NAMI Lexington  
498 Georgetown Street  
Lexington, KY 40506  
January 2015 to present

Helped develop, implement and provide clinical consultation, assessment and treatment direction and group services to Fayette County's Mental Health Court. The intent of this highly successful program is to divert people with mental illness from jail or prison by offering them treatment services.

**Senior Consultant, Training and Technical Assistance**  
SAMSHA National GAINS Center  
Policy Research Associates  
345 Delaware Ave.  
Delmar, NY 12054  
January 2007 to present

Provide consultation and training to interested states, counties and stakeholders across the country to reduce the incidence of people with mental illness being in the corrections systems. Training includes "Sequential Intercept Cross Systems Mapping - Partnership Building and Collaboration" and "Trauma Informed Care" See list of trainings below.

**Corporate Director, Access and Crisis Services. 1996 to 2014**  
**Executive Director, Mental Health Crisis Network for Jails, 2003 to 2014**  
***Bluegrass Regional Mental Health-Mental Retardation Board, Inc.***  
1351 Newtown Pike, Lexington, KY 40511

Corporate Director of Access and Crisis Services included developing and managing a centralized intake assessment, referral and scheduling center, and emergency services crisis line which provided services for 42 counties and a statewide service for WellCare. This included developing and utilizing a sophisticated tailor-made software system. Responsibilities include program development and supervision, implementation, training, consultation, data collection and analysis and representation on relevant state-wide emergency services initiatives.

Executive Director of Mental Health Crisis Network for Jails involved developing the program as a pilot in 2003; obtaining legislation in 2004 and providing services statewide with a dedicated funding stream of 2 million. Responsibilities included the development and implementation of this mental health and suicide risk management

program for the jails of Kentucky, including program instrument and protocols development, networking the service infrastructure for 86 jails and 14 Mental Health Regions, training for all jail personnel along with mental health staff across the state, staff supervision, software development, data collection and analysis.

**Program Director**

Bluegrass East Comprehensive Care Center  
201 Mechanic Street, Lexington, KY 40507  
January 1986 to May 1996

As Director of Growth Resources Employee Assistance Program, Gratz Park Adult Outpatient Mental Health Services and Emergency Services, I provided program development, fiscal management, personnel supervision and outpatient psychotherapy to adults. Growth Resources responsibilities included marketing, contract maintenance, training and consultation to twenty-four local and national contracts with business/industry, city and county governments, and Universities.

**Program Director**

Bluegrass East CCC  
12 East Broadway, Winchester, KY 40391  
February 1982 - May 1986

As Manager and Director of four outpatient offices in Clark and Powell counties, I supervised employees and oversaw the operation of two outpatient programs and two partial hospitalization programs. Duties include staff supervision, program planning, fiscal management and clinical work with children and families, outreach and community organizing.

**Mental Health Specialist, II**

Bluegrass East CCC  
12 East Broadway, Winchester, KY 40391  
February 1980 - May 1982

Outpatient clinician for Clark and Powell counties, working primarily with children, adolescents, and families utilizing family therapy, marital therapy and play therapy techniques. Group work included parenting education classes, adolescent groups, women's group and an adult psychotherapy group in addition to conducting emergency assessments.

**Other Employment**

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**Contract Therapist**

Alfred B Chandler Medical Center  
Outpatient Psychiatry, University of Kentucky

June 1982- December 1990

Conducted outpatient group treatment for patients with eating disorders. Groups provided long term therapy and education to resolve the presenting symptoms of Bulimia and Anorexia.

**Private Practice – outpatient psychotherapy to adults, adolescents and families**  
**Doctor’s Park, 1517 Nicholasville Road**  
Lexington, KY 40508  
1985 – 1999

### **Professional Affiliations**

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- **Kentucky Society for Clinical Social Work** - Current member, Executive Board Member 1980-1991, and 1993-1994, President, 1983-1985
- **National Association for Social Workers** - Current member
- **International Coaching Federation** - Current member
- **NAMI Lexington – Fayette County Decriminalization Committee – Co-Chair**, October 2012 – Present
- **Good Shepherd Halfway House** - Board of Directors - 1998 to present, Vice President 2003-2006 and 1997-2000, Clinical Director 2012- present
- **Central Kentucky Homelessness and Housing Initiative – Mental Health representative**, November 2012 to 2015
- **Bluegrass Re-entry Council** - Founding Executive Board, Executive Director, August 2009 to 2012
- **Criminal Justice/Behavioral Health Work Group** - as legislatively mandated by HB 843, Commonwealth of Kentucky – July 2002 to 2009
- **Commonwealth of Kentucky Suicide Prevention Group** - Founding Executive Committee, March 2002 to 2007, Chair 2003-2005.
- **Kentucky Community Crisis Response Team** - Founding Executive Board Member and Clinical Director, 1991-1998
- **Fayette County School Crisis Response Team**, Founder and member 1991-1995

### **Honors and Appointments**

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- **NAMI Lexington – “Pioneer Award”** Pioneering for the Future of Mental Health in the Commonwealth - October 2013
- **Council of State Government National “Innovative Program Award”** 2006 - for the Kentucky Jail Mental Health Crisis Network
- **American Association of Suicidology**, Co-chair of the Jail Suicide Workgroup, 2005
- **Kentucky Mental Health Institute “ Trail Blazer In Best Practices”** Award, for Mental Health Training for Jailers, October 2003

- **Bluegrass Professional Staff Organization**, President 1997-1999, Training Director 2000-2004, Member 1996 to 2004, Training Director, 2010 to 2014
- **Award from the Office of the Adjunct General**, Commonwealth of Kentucky For the development of the Statewide Community Crisis Response System June 12, 1999
- **Hallie Shouse Award**, for clinical excellence and leadership 1992
- **W, Van Meter Alford Award** for clinical excellence 1981
- **Alpha Delta Mu Honor Society** 1981

#### **National Conference Presentations**

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- **"Finding Your Wisdom Perspective"**, International Transformational Presence Global Coaching and Leadership Gathering, Chester CN, June 15, 2016
- **"Training on Cognitive Behavioral Therapy -Bringing Wisdom Principals to Life"** – International Transformational Presence Coaching Summit, Vught, Netherlands, June 17, 2014
- **"Collaborating Across Multiple Systems of Care – Utilizing a Suicide Risk Assessment Tool"**, American Association of Suicidology, Baltimore, MD, April 17-19 2012
- **"Mental Health Services to Jails Using Innovative Technology and Best Practice Protocols,"** National Council's Mental Health and Addictions 41<sup>st</sup> Annual Conference, San Diego, CA, May 2-4, 2011
- **"Video Mental Health Assessments and Services"** – AJA's 30<sup>th</sup> Annual Training and Conference & Jail Expo – Cincinnati, Ohio, May 15-19, 2011 with Ray Sabbatine
- **"Intake Screening: Preventing Suicide and Managing Mental Health Care in Rural Jails"** – American Jail Association Annual Conference, Sacramento, CA. May 6, 2008. with Ray Sabbatine
- **"Innovative Networking to Reduce In-Custody Suicide"** – American Association for Suicidology Annual Conference, Boston, MA, April 18, 2008
- **"From the Inside – Reducing Risk and Increasing Diversion"** National Gains Center Conference, Washington, DC, March 18, 2008
- **"Mental Health Risk Management for Rural Jails"** – American Jail Association Conference, Nashville, TN, May 22, 2007 with Ray Sabbatine
- **"Increasing Jail Treatment and Diversion"**, National Alliance for Mental Illness, Annual Convention, Washington, DC, July 7. 2006
- **"Risk Management Services for Jails: An Examination of the KY Jail Mental Health Crisis Network"**, National GAINS Center Conference, Boston, MA, April 7, 2006
- **"In-Custody Innovation -Kentucky's MH Program for Jails"** , NASMHPD Annual Conference, Lake Tahoe, NV, September 13, 2005
- **"Innovation and Collaboration to Reduce Jail Suicide"** – American Association of Suicidology Annual Conference, Broomfield, CO, April 15, 2005, presented with Ray Sabbatine

- **Innovative Risk Management Techniques for Jails”** – National Alliance for the Mentally Ill, Washington, DC, September 11, 2004, presented with Ray Sabbatine, MA
- **“Innovation In Collaboration - Mental Health Risk Management & Treatment Services For Jails”** – Gaines Center National Conference, Las Vegas, NV, May 14, 2004, presented with Rita Ruggles
- **“From Mental Health Triage to Risk Management – A Resource for Local Jails”** American Association of Suicidology Conference, Santa Fe, NM. April 24, 2003 presented with Ray Sabbatine, MA
- **“Creative Techniques for Managing High Risk Behavior”**, Crisis Intervention Conference, Chicago IL April 2001 (presented by Kim Griswold, MA due to family emergency)

#### Other Relevant Training/Workshop Presentations

- **“The Manifestation Course”**, January – February 2019, 2018, 2017, 2016, 2015. A 6-week/12 hr course on the principles underpinning creating and manifesting goals.
- **“Relaunch – Starting Over”** October 2018, 2017, 2016. 2015 - A 6-hour, 2 day training on the principles of clearing out what doesn't work & relaunching your life
- **“The Essential Elements of A Fruitful Meditation Practice”** 2 hr. May and Nov. 2018
- **“Trauma Informed Care”** for Justice Involved Individuals -SAMSHA GAINS Center workshops for community stake holders: Henrico Co. VA 2018, Atlanta, GA 2018, Concord, CT, 2017, Athens, GA 2017, Frankfort, KY 2017, Lake Co. IL, 2016. Laramie, WY 2015, Roanoke, VA 2015, Denver CO 2015. Kannapolis NC 2014,
- **“Cross System Mapping - Partnership Building and Collaboration”** – SAMSHA GAINS Center Sequential Intercept Mapping workshops for Community Partners working with justice involved people with mental illness– provided to professionals in: Towando PA and Denton, TX 2018, Redding CA 2017, Craighead Co. AP 2016, Pettis Co., MO, 2016, Santa Fe, NM 2015, Louisville, KY 2014, Metairie, LA 2011, Chicago IL and Harrisburg, PA 2009 Denver, CO and Corpus Christie TX, 2008
- **“Ethics for Clinical Social Workers”** – presented to Bluegrass Clinicians for 3 hrs. CEUs 2-3 times a year from 2011-2014
- **“Bluegrass Suicide Risk Assessment and Intervention”** – 30 trainings conducted for all clinical staff at Bluegrass MH-MR Board between Sept. 2010 and Jan. 2011 and regularly for new employees from 2011 - 2014.
- **“Suicide Prevention - Behind Bars”** Wilson County Detention Center, TN, 2 day training at the request of the Department of Justice , February 24-25, 2011
- **“Mental Health Training”** (various topics)– Presented to the Kentucky Jailers Association Annual Meetings, 2005, 2006, 2007, 2008, 2009, 2011
- **“Mental Health Assessment and Suicide Intervention Training for New Jailers”** – Kentucky Jail Association Annual Conference, December 10, 2010



- **“Suicide Risk and Intervention” and “Working with Personality Disorders”** – presented to the Crisis Intervention Team (CIT) training for Bluegrass Region Police Departments. 2008, 2009, 2010
- **“Implementation Training – KY Jail Mental Health Crisis Network”** – presented to staff of 83 jails and 14 mental health regions across the state from 2004 to 2006, as needed with Ray Sabbatine
- **“Program Overview – KY Jail Mental Health Crisis Network”** Kentucky Department of Protection and Advocacy Conference, Frankfort KY, March 21, 2006, presented with Ray Sabbatine
- **“Innovation and Collaboration to Reduce Jail Suicide”** Pretrial Release Services Annual Conference, Lexington KY June 2005 and June 2006, presented with Ray Sabbatine.
- **“Mental Health Intervention in Detention Facilities”** District Court Judges College, Louisville, KY June 2005
- **“Providing Mental Health Services to People in the Criminal Justice System”**, Kentucky Mental Health Institute, Louisville, KY September 27, 2005, presented with Ray Sabbatine
- **“Mental Health Training and Consultation to Jails”** Mandatory training for all jail personnel presented to 14 jail jurisdictions and the KY Jail Association Annual Meetings with Ray Sabbatine, MA – February through November 2003, June 2004, October 2005
- **“Mental Health Risk Management Services for Jails”** Public Defender Education Conference, Lexington, KY June 23, 2004
- **Critical Incident Team Training– The Challenging Response – *Suicide and Personality Disorders*** Training for Franklin County Police Critical Incident Response Team, January 28, 2003
- **“Behavioral Health Needs in Local Jails – A Cross Training Program”** Developed the legislatively mandated mental health curriculum and “Train the Trainers” at Kentucky Dam Village State Park November 7-8 2002, and Lexington Fayette-Urban County Detention Center, November 21-22, 2002
- **“Crisis Assessment and Intervention – *Suicide Prevention*”** – University of KY Social Work Department, November 11, 2002, Bluegrass Crisis Line, Dec. 12, 2002 and Crisis Stabilization Program, Feb 19, 2003.
- **“Centralized Services – *Making Mental Health Resources More Accessible*”** – The Kentucky Mental Health Institution, Louisville, KY October 8, 2002.
- **“Clinical Orientation”** – A full day training developed and presented to new clinical employees of BGRMH-MR Board - 2001 to 2004
- **“Suicide Assessment and Prevention”** – Lexington Fayette-Urban County Government Police Department’s annual training for police sergeants 1991-1999
- **“Responding to Emotional Crisis”** – Annual training for Lexington-Fayette Urban County Government Fire Department Paramedics – 1991-1999
- **“Suicide Assessment, Intervention and Risk Management”** – Professional Staff Training, Bluegrass Psychiatric Hospital , May 23, 1996

- **"Suicide Assessment and Intervention – *What You Do Can Make a Difference*"**  
Kentucky Police Dispatchers Training, Eastern Kentucky Law Enforcement Program, Richmond, Kentucky, February 18, 1996
- **"Critical Incident Stress Debriefing – a training for counselors"** Kentucky Community Crisis Response Team Conference, Frankfort, KY March 1994
- **"Decriminalizing the Mentally Ill –*The New Civil Commitment Process*"**  
Developed mandatory Kentucky State Police and local police department training and trained-the-trainers on implementing new Kentucky Revised Statutes for civil commitment June–September 1992
- **"Adjusting to College Life" –** Transylvania University Freshmen Orientation Weekend - Program for incoming parents and students, spring and fall 1991 - 1996
- **Training Programs for EAP services** included numerous courses on Substance Abuse in the Workplace, Stress Management, Supervisory Training, Coping with Change, and conducting Critical Incident Stress Debriefing. 1986-2000.
- **"Drug Testing in the Workplace: Changes in the Workforce"** EEO Conference, Lexington Race Relations Commission, Lexington, KY January 9, 1991.
- **"Stress Management for Emergency Responders: *Blueprint for the 90s*"** Lexington Fayette Urban County Government Environment and Emergency Management Conference, August 22, 1990.

#### Publications

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- *Weekly Articles* posted on my website, Spectrum Transformation Services, LLC Facebook, LinkedIn and Instagram 2015- present
- Article written from interviews – Milligan, C. and Sabbatine, R ; *Kentucky Jail Triage Program Adds Video Conferencing to It's Mix*; Mental Health Weekly, Volume 21, Number 42, October 31, 2011
- Milligan, C. and Sabbatine, R; " *From Public Crisis to Innovation - The Mental Health Crisis Network*" American Jails, January/February 2008
- Milligan, C. and Sabbatine, R; "*Calling for Help: A Kentucky Program Makes Mental Health Consultants Available to Jails 24/7*", Behavioral Healthcare, August 2006
- Milligan, C. and Sabbatine, R. "*Reducing Risk and Responding to Mental Health Needs: Kentucky's Need System of Care*", Corrections Today, February 2006
- Gaines Center Newsletter, Program Spotlight, "*Mental Health Risk Assessment and Intervention for Jails: Kentucky's Innovative Program*" December, 2005.
- "*Kentucky Develops Innovative Service Model for County Inmates*", Mental Health Weekly, Vol. 16, Number 9, February 27, 2006
- Milligan, C. and Sabbatine, R, "*Innovations to Reduce Jail Suicide – A Kentucky Initiative*" *Jail Suicide/Mental Health Update*, Volume 12, Number 4, spring 2004.
- Sabbatine, R. and Milligan, C., "*Kentucky Correctional Prevention Program Offers Keys to Reducing Inmate Suicide*", Preventing Suicide, Volume two, Number four, September 2003.

# Tanith Wilson

6 Sycamore Street  
Junction City, KY 40440  
859-319-2610  
[tanithwilson@yahoo.com](mailto:tanithwilson@yahoo.com)

**Education:** University of the Cumberlands  
Degree: Bachelor of Science in Psychology, Bachelor of Science in Human Services,  
Minor in Criminal Justice

**Qualifications:** Licensed as a T-CADC  
11 years of experience working in the field of drug and alcohol rehabilitation  
Extensive knowledge of the program of Alcoholics Anonymous and the 12 steps  
Extensive knowledge of evidence-based practices in the field of drug and alcohol  
rehabilitation  
8 years of experience in a supervisory role

**Experience:** **Program Director: The Shepherds House/Boyle County Detention Center**  
Substance Abuse Program, Danville, KY  
February 2017-Present

- Develop and implement treatment plans for clients that are specific to the individual's needs
- Counsel clients with issues relating to Drug Addiction and Alcoholism
- Assist clients in overcoming dependencies and making life changes
- Guide clients in developing life skills, coping skills, and strategies
- Implement structure within the program
- Maintain accurate and complete documentation example: weekly progress notes, monthly treatment plan reviews, intakes, psychosocial assessments, discharges, aftercare plans, etc.
- Provide client and family education
- Adapt treatment plans as necessary to best meet the client's needs
- Assist clients in adhering to treatment plans
- Supervise staff members
- Oversee the operation of the program example: ensure evidence-based programming is being utilized, ensure OIG regulations are being adhered to, ensure DOC regulations are being adhered to
- Facilitate group counseling sessions
- Facilitate family group sessions

**Recovery Coordinator: KY Courts of Justice/Fayette County Drug Court**  
Lexington, Ky  
August 2016-February 2017

- Developed and implemented treatment plans for clients that were specific to the individual's needs
- Counseled clients with issues relating to Drug Addiction and Alcoholism
- Performed Psychosocial assessments
- Assisted clients in overcoming dependencies and life changes
- Guided clients in developing life skills, coping skills, and strategies
- Maintained accurate and complete documentation
- Provided resident and family education
- Adapted treatment plans as necessary to best meet the client's needs
- Assisted clients in adhering to treatment plans
- Facilitated Psychoeducational Classes

**Director: The Liberty Ranch Drug and Alcohol Recovery Center,  
Kings Mountain, KY  
December 2007- January 2016**

- Developed and implemented treatment plans for residents that were specific to the individual's needs
- Counseled residents with issues relating to Drug Addiction and Alcoholism
- Performed assessments
- Assisted residents in overcoming dependencies and life changes
- Guided residents in developing life skills, coping skills, and strategies
- Implemented structure within the facility
- Maintained accurate and complete documentation
- Provided resident and family education
- Adapted treatment plans as necessary to best meet the resident's needs
- Assisted residents in adhering to treatment plans
- Taught Recovery Dynamics
- Taught parenting courses
- Supervised multiple staff members
- Oversaw the general functions of the facility
- Balanced resident accounts and have extensive knowledge of QuickBooks
- Facilitated daily group sessions
- Facilitated weekly family group sessions
- Helped maintain company finances

**References:** Available upon request



Tanith Wilson, the director of SAP at the Boyle County Detention Center, uses her own story of battling drug addiction to help pave the way for others to heal. Photo by Bobbie Curd.

## SAP director at jail open about past, giving chances and why laws should change



By [Bobbie Curd](#)  
[Email the author](#)

Published 5:22 pm Thursday, May 11, 2017

Tanith Wilson says sure — you have to be loving and compassionate in her job, but you have to be tough. Wilson is the director of SAP at the Boyle County Detention Center, which is the substance abuse program administered through a contract with Shepherd's House.

"For one, drug addicts are the most difficult population that any mental health professional can deal with, so you have to be tough. And, of course, when you have them in this kind of setting, it's even worse," Wilson says from her office, just outside the SAP unit at the jail.

Here, when helping addicts work through their disease, she says you also have the criminal code to deal with, and the inmate attitude can be hard to get past.

"They're great though — they've come a long way."

A walk into the SAP unit shows just how far these guys have come. "Attention!" one of the peer leaders yells as we enter. They all stand, until she tells them they can relax. There's an upbeat vibe, but they are respectful and attentive to her.

SAP clients are all state inmates, determined through an application process at the Department of Corrections level, which has a lengthy waiting list. Lisa Lamb, communications director with the DOC, says there are 2,567 on that list, and they are strategically placed in treatment "towards the end of their sentences so we can immediately connect them to aftercare in the community for continuity of care."

Wilson and her colleague, Alex Gardner, work with a class of 40 clients who start as freshmen, graduating up to seniors, then some become mentors by the end of the program.



Inmate Joey Price, a client with SAP, stands with Wilson in the hallway outside the unit. "I've learned more about my own characteristics and issues. I had a bad attitude when I was first here, and almost got kicked out," Price said, but following the SAP program has helped him learn to be less aggressive. Photo by Bobbie Curd.

Wilson has been with SAP for over two years, but in the field for 11. First, she was employed by a private, self-pay rehab where she worked her way to director. After getting her degree, she decided she needed more of a challenge and maybe something that fit her own personal past better, where she could lead by example.

"I'm a recovering addict — 12 years sober," she says, her smile beaming, and she's gotten a second bachelor's degree and is currently working on her dual masters in addiction counseling and mental health. But she says "recovering" because it's a continual process.

Wilson is still involved in AA as a sponsor, and still has a sponsor. She's learned through the 12-step process that once we stop believing it's a disease is "when we think we can have a drink on the weekend like normal people, which can lead back to the serious drugs ..."

Wilson got an eight-year sentence when she was 19 years old for manufacturing methamphetamine, her drug of choice. She can identify with many of her clients' life stories;

she began using when she was 13 with her parents, starting with pot, going to pills, cocaine then meth.

She says like many of the guys in here, drugs were a natural progression in her life; to not do drugs was abnormal. And it led to serious legal problems, after first being in the state's custody because she was out of her parents' ability to control, then on to making and dealing drugs to support her own habit after the state gave up on her and returned her to her mom's custody when she was 17.

The only difference between the guys in jail and the ones who can afford private rehab, she says, is resources. In her former job, she treated district attorneys, deans of schools, sons and daughters of doctors and lawyers, and doctors and lawyers themselves, all who could afford the \$5,000-\$8,000 monthly price tag of private treatment. Addiction knows no bounds, she says, but where it takes you in your life has a lot to do with what you've got at your disposal.

And like Wilson does, the program encourages clients to tell their own stories and work through them, but not to harp on the glorification of drugs; not even on the war stories. "We are more focused on the solutions," she says.



The SAP daily schedule is a tight one for the 40 clients in the program. They have eight hours of programming a day, ranging from accountability and recovery training, to journaling, AA meetings and group therapy. Photo by Bobbie Curd.

She leads psychoeducational classes, teaching clients how substances affect their brains, their path of maturity and reasoning. They have parenting, job skills and communication classes, to prepare them for reentry into society; relapse prevention courses, performing skits on how to deal with being offered drugs; AA classes; group therapy ... Their schedules are tight, as seen on the board of Wilson's office.

The guys are ranked into categories of freshman, sophomore, junior and seniors, and once graduated to juniors, they get incentives, like more phone time or the ability to have coffee in class.

"I believe in accountability — it's what got me sober," Wilson says, explaining that could be one of the most successful parts of the program. These guys are all very attentive to one another, giving each other "pull-ups."

"They pull up on each other, tell each other when they're doing something good or bad," and have the ability to write each other tickets they use for learning experiences — or LEs.

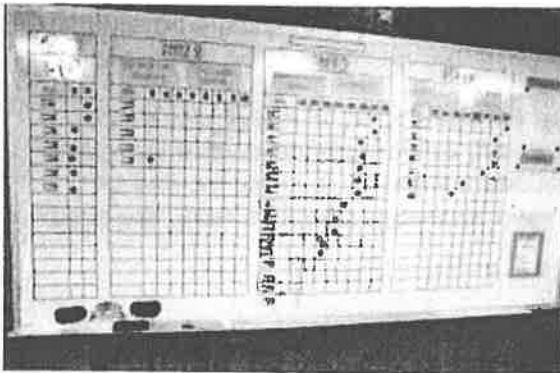
"LEs are very recovery oriented — an action LE may be we want you to go around and ask 10 different peers what your biggest character defect is," Wilson says. She has them use the phrase "Change I must or die I will," in their writings.

Client Joey Price, 35, is a junior. "It's good as a drug addict and a person who's been a criminal for a long time, to learn about your character defects," he says — when you have 39 other people pointing it out for you, it opens your eyes. Price says he's learned about communication skills, too, like paying attention to what people say instead of thinking of what his next statement will be, and feels the program has helped make him less aggressive.

"They're writing about why they need to change, what needs to change, and what are the consequences," Wilson says. "This is a life-or-death disease — people are dying every day. We want them to look at that, write about it, live it."

Accountability is held Monday, Wednesday and Friday; Tuesday and Thursday they do a lot of class work, or sometimes watch a documentary on recovery.

The system is broken, and Wilson knows that first hand. She didn't get clean until she relapsed while on parole, and was forced to turn to the Hope Center in Lexington for treatment or go back to prison.



Multiple boards in Tanith Wilson's office keep the class roster straight, showing each phase each SAP client has completed. Photo by Bobbie Curd.



"I get frustrated with the myth that forced treatment doesn't work. 'If the addict doesn't want it, don't bother' is a bad way to think." Sometimes a person needs to be forced into it and made to stay there long enough for it to start to work, she says.

"Getting clean was absolutely the hardest thing I ever had to do. Way harder than being in prison — it's not hard to find drugs in prison, not hard at all. Sometimes it's even easier in a lot of cases," Wilson says. She says this whole "lock addicts up" is not the solution; in fact, it's created more problems, almost enhancing the cycle of addiction.

"We've tried it for the last 30 years, and all we've done is quadruple the incarceration rate, increase spending to house inmates — \$23 million this year spent on inmates in this country? It's not working."

Trafficking is a serious offense, but most who sell drugs do so to support their own habit, she says. "But, the way the laws are — when are legislators going to wake up, and say 'hey, we've made a mistake, this isn't working, let's back up off it some of this and make a change.'"

And it's nothing for an addict to buy two grams of something — the amount that designates the trafficking charge — because everything is so cheap these days. "Now, you're bogging down the system even more, giving these lengthy sentences to people with diseases, instead of offering treatment."

Wilson says the laws are getting worse instead of better. A few years back, it changed to anyone charged with trafficking heroin must serve 50 percent of their sentence before being able to seek parole, when it was 20 percent before.

"Someone who just left their dealer's house, gets pulled over and caught and charged with trafficking, then five years in prison, and they're just an addict. They're not even selling. It's just insane," Wilson says. "If you would treat the disease ... And it's not successful for everyone — I wasn't successful the first time I tried to get sober either, or the second or the third time. But we don't give up on people, we keep trying. Look what happened to me."

Wilson says her worst days on the job are when they hear of a former client's passing, due to overdosing when they relapsed after getting out. But her best days bring that smile back.

"Probably when you hear from an old client. Some will call and let us know how they're doing. They may even say they relapsed when they left, but remembered what we taught them and got through it, or that they've been great and wanted us to know we had an impact on them," Wilson says. "That's my goal. I want to change people's lives, like mine was changed."



# LEXINGTON

## RFP-17-2019

### Substance Abuse Program (Male)

Issue Date: 4/10/2019

Questions Deadline: 4/23/2019 12:00 PM (ET)

Response Deadline: 5/1/2019 02:00 PM (ET)

### Contact Information

Contact: Sondra Stone  
Address: 200 East Main Street  
Central Purchasing  
Government Center Building  
Room 338  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Event Information

Number: RFP-17-2019  
Title: Substance Abuse Program (Male)  
Type: Request For Proposal  
Issue Date: 4/10/2019  
Question Deadline: 4/23/2019 12:00 PM (ET)  
Response Deadline: 5/1/2019 02:00 PM (ET)

## Bid Attachments

RFP Pkg 17-2019.pdf

[View Online](#)

RFP Pkg 17-2019

(RFP-17-2019 Required Documentation)

- Letter of Transmittal
- Firm Submitting Proposal
- Affidavit (signed and notarized)
- Equal Opportunity Agreement (signed)
- Copy of Shepherd's House Policy (Equal Opportunity and Affirmative Action)
- Workforce Analysis
- LFUCG MWDBE Participation Form
- LFUCG MWDBE Substitution Form
- MWDBE Quote Summary Form
- LFUCG Subcontractor Monthly Payment Report
- LFUCG Statement of Good Faith Efforts (signed)
- General Provisions (signed)
- RISK Management
  - Insurance: Certificate of Liability
  - Shepherd's House Audit Fiscal Year 2018 and 2017
  - Claim Loss Run Summary (previous 5 years)
- Letter of Commitment (performance bond \$100,000)
- 501 C (3) IRS Letter

**Supplier Information**

Company Name: SHEPHERD'S HOUSE INC.  
Contact Name: JEROD THOMAS  
Address: 635 MAXWELTON COURT  
LEXINGTON, KY 40508  
  
Phone: (859) 252-1939  
Fax: (859) 252-1935  
Email: jerodthomas@shepherdshouseinc.com

**Supplier Notes**

TWO SEPARATE DOCUMENTS  
1) REQUIRED DOCUMENTATION FOR RFP-17-2019  
2) FCDC SAP PROGRAM (MALE)

Online responses are NOT being accepted for this procurement – All submittals must be delivered to the Division of Central Purchasing as indicated in the bid documents. No digital signature is required on this page.

JEROD THOMAS  
Print Name

Jerod Thomas  
Signature



Shepherds House, Inc.  
635 Maxwellton Court  
Lexington, KY 40508

April 26, 2019

Ms. Sondra Stone  
200 East Main Street  
Central Purchasing  
Government Center Building  
Room 338  
Lexington, KY 40507

Dear Ms. Stone,

Thank you for allowing the Shepherds House to participate in this RFP. I submit herewith a proposal in support of RFP-17-2019 "Substance Abuse Program (Male)". The Shepherds House has thoroughly reviewed your request and has the management experience and capability to perform to the expectations presented in your RFP. Please review our proposal and if you have any questions you may direct your inquiries to me at (859) 537-8680.

Your consideration of the Shepherds House proposal is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Jerod M. Thomas".

Jerod M. Thomas  
President/CEO

Firm Submitting Proposal: SHEPHERD'S HOUSE

Complete Address: 635 MAXWELTON COURT LEXINGTON KY. 40508  
Street City Zip

Contact Name: JERON THOMAS Title: PRESIDENT / CEO

Telephone Number: (859) 252-1939 Fax Number: (859) 252-1935  
CELL: (859) 537-8680

Email address: jeronthomas@shepherdshouseinc.com

**AFFIDAVIT**

Comes the Affiant, SHEPHERD'S HOUSE INC., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is JEROD THOMAS and he/she is the individual submitting the proposal or is the authorized representative of THE SHEPHERD'S HOUSE, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Jerod Thomas on this the 16<sup>th</sup> day  
of April, 2019

My Commission expires: October 15, 2019

[Signature], State of Ky. Atlarge  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

• Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

\*\*\*\*\*

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

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

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

Joseph Thomas  
Signature

SHEPHERD'S HOUSE INC.  
Name of Business

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- 2-13. Work Breaks

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- 3-2. Selection of the Executive Director
- 3-3. Background Checks
- 3-4. Orientation
- 3-5. Introductory or Probationary Period
- 3-6. Executive Director Performance Appraisal
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- 3-8. Compensation
- 3-9. Professional Development

- is incompatible with the proper discharge of the duties and responsibilities of employment with the Shepherd's House or would impair independence of judgment or actions in such employment
- involves such hours or work or physical effort that it would or could be reasonably be expected to reduce the staff member's quality or quantity of service to the Shepherd's House

### **Employment Disclosure**

Any staff member who is engaged in or is planning to engage in outside employment shall request clearance from the Executive Director as to whether such current and planned activities are prohibited. If they are not prohibited, the staff member shall then complete an Outside Employment Request form. The Executive Director may require staff members to furnish such other information as may be appropriate in considering the clearance request. The Executive Director may grant clearance only when he or she believes such activities would be consistent with this regulation. If clearance is not granted, the employee shall not commence or continue the outside employment or activity. If the Executive Director elects to grant a clearance, it shall be issued in writing.

Staff members who are on medical or family leave are not eligible for outside employment during the time of their leave.

## **Policy 1-14: Equal Employment Opportunity and Affirmative Action**

### **Equal Employment Opportunity Policy**

1. The Shepherd's House, through responsible managers, shall recruit, hire, train and promote in all job titles without regard to race, color, national origin, religion, sex, physical disability, age, sexual orientation or status as a disabled veteran, except where sex or age is a bona fide occupational qualification.
2. Shepherd's House shall ensure that all other personnel actions such as compensation, benefits, agency-sponsored training, transfer, demotion, termination, layoff, return from layoff, and social recreation programs shall be administered without regard to race, color, national origin, religion, sex, physical disability, age, sexual orientation or status as a disabled veteran, except where sex or age is a bona fide occupational qualification.
3. Shepherd's House shall base employment decisions on the principles of equal opportunity and with the intent to further the agency's affirmative action program goals.

### **Affirmative Action Statement**

This agency provides equal employment opportunity to all persons without regard to race, color, religion, disability, sex, age, sexual orientation or national origin, and promotes the full realization of this policy through a positive, continuing program of affirmative action. Shepherd's House is committed to equal opportunity for all applicants and staff in personnel matters including recruitment and hiring, benefits, training, promotion, compensation, transfer, and layoff or termination.

## **Policy 1-15: Sexual Harassment**

Shepherd's House will not tolerate harassment of its staff members. This means that the following behaviors are grounds for disciplinary action, including termination:

- unwelcome sexual advances
- requests for sexual acts or favors

**WORKFORCE ANALYSIS FORM**

Name of Organization: SHEPHERD'S HOUSE

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														
Professionals	5	1	4														
Superintendents																	
Supervisors	3	2				1											
Foremen																	
Technicians	6	6															
Protective																	
Para-																	
Office/Clerical	1	1															
Skilled Craft																	
Service/Maintena																	
Total:	17	10	6			1											

Prepared by: Jared Thomas Date: 4 / 16 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*



LFUCG MWDBE PARTICIPATION FORM  
 Bid/RFP/Quote Reference # RFP-17-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
* THERE ARE NO SUBCONTRACTING / SUB-CONSULTING OPPURTUNITIES AT THIS TIME				
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.

SHEPHERD'S HOUSE INC.  
 Company  
4/16/2019  
 Date

JEROD THOMAS  
 Company Representative  
PRESIDENT / CEO  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # REP - 17 - 2019

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
* THERE ARE NO SUBCONTRACTING / SUB-CONSULTING OPPURTUNITIES AT THIS TIME					
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.

SHEPHERD'S HOUSE INC  
Company

4/16/19  
Date

JEROD THOMAS  
Company Representative

PRESIDENT | CEO  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # RFP-17-2019

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

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

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
THERE ARE NO SUBCONTRACTING / SUB-CONSULTING OPPURTUNITIES AT THIS TIME								

(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.

SHEPHERDS HOUSE INC.  
Company  
4/16/2019  
Date

JEROD THOMAS  
Company Representative  
PRESIDENT / CEO  
Title





### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP-17-2014

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
THERE ARE NO SUBCONTRACTING / SUB-CONSULTING OPPURTUNITIES AT THIS TIME							

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.

SHEPHERD'S HOUSE INC.  
 Company  
4/16/2014  
 Date

JEROD THOMAS  
 Company Representative  
PRESIDENT / CEO  
 Title

\* THERE ARE NO SUBCONTRACTING / SUB-CONSULTING OPPURTUNITIES AT THIS TIME. THIS PROJECT REQUIRES 1.5 STAFF MEMBERS WHO HAVE TO BE CERTIFIED

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP-17-2019

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

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

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

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

N/A 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.

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

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

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

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

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

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

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

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

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

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

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

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

SHEPHERD'S HOUSE INC.  
Company  
4/16/2014  
Date

JEROD THOMAS  
Company Representative  
PRESIDENT / CEO  
Title

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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


#### B. At Will Termination

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

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

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

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

  
\_\_\_\_\_  
Signature

4/16/2019  
\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**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 (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

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 include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. 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.
- e. 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.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in Insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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.
- N/A b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- N/A c. Actuarial funding reports or retained losses.
- N/A 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.
- N/A f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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.

00471865



SHEPHOU-01

TMILLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Lexington(BMI) / AssuredPartners NL  
2443 Sir Barton Way, Suite 400  
Lexington, KY 40509

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (859) 543-1716 **FAX (A/C, No):** (859) 543-1987  
**E-MAIL ADDRESS:**

**INSURED**  
Shepherds House Inc  
835 Maxwellton Court  
Lexington, KY 40508

**INSURER(S) AFFORDING COVERAGE**

<b>INSURER A:</b> Philadelphia Indemnity Insurance Co	<b>NAIC #</b> 18058
<b>INSURER B:</b> ClearPath Mutual	16273
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contingent Prof Liab		PHPK1875563	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1875563	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB645845	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in KY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC10000115012018A	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 2,000,000 E.I. DISEASE - EA EMPLOYEE \$ 2,000,000 E.I. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**  
Passport Insurance  
5100 Commerce Crossings Dr  
Louisville, KY 40228

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE  
*C. J. Holton III*

**ClearPath Mutual Insurance Co.**

**Loss Experience Report**

<b>Insured No:</b> 11501	<b>Policy No:</b> WC100-0011501-2015A	<b>Policy Years 2015 through 2019</b>
<b>Insured:</b> Shepherd's House Inc	<b>Policy Year:</b> 2015-A	<b>Report Valued as of 4/18/2019</b>
635 Maxwellton Court	<b>Policy Effective Date:</b> 11/1/2015	
Lexington, KY 40508	<b>Policy Expiration Date:</b> 11/1/2016	
	<b>Deductible Amount:</b> 0	

**Totals for Policy Unit 1 Shepherd's House Inc**

<b>Open Claims:</b> 0	<b>Medical</b>	<b>Indemnity</b>	<b>Expenses</b>	<b>Total</b>
<b>Total Claims:</b> 0	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
			<b>Recovery</b>	0.00
			<b>Deductible</b>	0.00
			<b>Net Incurred</b>	0.00

**THERE ARE NO CLAIMS REPORTED FOR UNIT 1 FOR THIS PERIOD**

**Workplace Claims Summary for Unit 1**

<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Shepherd's House Inc	154 Bonnie Brae Drive	0	0.00	0.00	0.00
2	Shepherd's House Inc	347 Linden Walk	0	0.00	0.00	0.00
3	Shepherd's House Inc	266 Lyndhurst Place	0	0.00	0.00	0.00
4	Shepherd's House Inc	2117 Fontaine Road	0	0.00	0.00	0.00
5	Shepherd's House Inc	635 Maxwellton Court	0	0.00	0.00	0.00
6	Shepherd's House Inc	454 S. Third Street	0	0.00	0.00	0.00
7	Shepherd's House Inc	633 N. Third St	0	0.00	0.00	0.00
<b>Unit No.</b>	<b>Unit Name</b>	<b>Unit Address</b>	<b>Claim Count</b>	<b>Total Paid</b>	<b>Total Reserve</b>	<b>Total Incurred</b>
1	Shepherd's House Inc	154 Bonnie Brae Drive	0	0.00	0.00	0.00

SHEPHERD'S HOUSE, INC.  
LEXINGTON, KENTUCKY

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2018 & 2017

*SKW CPAS & ADVISORS, PLLC*  
*CERTIFIED PUBLIC ACCOUNTANTS*

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Shepherd's House, Inc.  
Lexington, Kentucky

We have audited the accompanying financial statements of Shepherd's House, Inc. (a non-profit organization), which comprise the statement of assets, liabilities, and net assets – modified cash basis as of June 30, 2018 and 2017, and the related statements of support and revenue, expenses, and other changes in net assets – modified cash basis and cash flows – modified cash basis for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note A; this includes determining that the modified cash basis of accounting is an acceptable basis for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of Shepherd's House, Inc. as of June 30, 2018 and 2017, and its support, revenue, expenses, and other changes in net assets, functional expenses and its cash flows for the years then ended in accordance with the modified cash basis of accounting as described in Note A.

### Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.



## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Statement of Functional Expenses - Modified Cash Basis for the years ended June 30, 2018 and 2017 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*SKM CPAs & Advisors, PLLC*

Lexington, Kentucky

December 13, 2018

SHEPHERD'S HOUSE, INC.  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - MODIFIED CASH BASIS  
JUNE 30,

ASSETS	2018	2017
CURRENT ASSETS		
Cash and cash equivalents	\$ 353,824	\$ 285,142
TOTAL CURRENT ASSETS	<u>353,824</u>	<u>285,142</u>
PROPERTY AND EQUIPMENT		
Land	118,945	108,000
Building	1,649,077	1,190,335
Equipment and furniture	73,552	59,838
	<u>1,841,574</u>	<u>1,358,173</u>
Less accumulated depreciation and amortization	(535,294)	(484,002)
	<u>1,306,280</u>	<u>874,171</u>
OTHER ASSETS		
Note receivable - Shepherd's Place, I.I.C.	326,000	326,000
Deposits	500	500
	<u>326,500</u>	
TOTAL ASSETS	<u>\$ 1,986,604</u>	<u>\$ 1,485,813</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Payroll liabilities	\$ 5,426	\$ 4,530
Rent deposits	6,105	5,220
Notes payable - current portion	211,722	4,986
TOTAL CURRENT LIABILITIES	<u>223,253</u>	<u>14,736</u>
NOTES PAYABLE - LONG TERM	<u>329,579</u>	<u>322,908</u>
NET ASSETS		
Unrestricted:		
Undesignated	1,382,772	1,087,169
Designated	51,000	51,000
Temporarily restricted	<u>-</u>	<u>-</u>
	<u>1,433,772</u>	<u>1,138,169</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,986,604</u>	<u>\$ 1,485,813</u>

See Independent Auditors' Report and Notes to Financial Statements.

SHEPHERD'S HOUSE, INC.  
 STATEMENT OF SUPPORT AND REVENUE, EXPENSES AND OTHER  
 CHANGES IN NET ASSETS - MODIFIED CASB BASIS  
 YEAR ENDED JUNE 30, 2018

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
<b>SUPPORT AND REVENUE</b>			
Grants	\$ 500	\$ -	\$ 500
Contributions	373,114	-	373,114
Fees for services	138,566	-	138,566
Bluegrass Regional Mental Health - Mental Retardation Board	65,605	-	65,605
United Way of the Bluegrass	10,000	-	10,000
Run for Recovery	62,328	-	62,328
Boyle County jail income	346,644	-	346,644
Interest income	2,044	-	2,044
Miscellaneous	3,798	-	3,798
Net assets released from restrictions: Satisfaction of program restrictions	-	-	-
<b>TOTAL SUPPORT AND REVENUE</b>	<u>1,002,599</u>	<u>-</u>	<u>1,002,599</u>
<b>EXPENSES</b>			
Program services	639,527	-	639,527
Management and general services	62,082	-	62,082
Fundraising	5,387	-	5,387
<b>TOTAL EXPENSES</b>	<u>706,996</u>	<u>-</u>	<u>706,996</u>
<b>CHANGE IN NET ASSETS</b>	295,603	-	295,603
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,138,169</u>	<u>-</u>	<u>1,138,169</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,433,772</u>	<u>\$ -</u>	<u>\$ 1,433,772</u>

See Independent Auditors' Report and Notes to Financial Statements.

SHEPHERD'S HOUSE, INC.  
STATEMENT OF SUPPORT AND REVENUE, EXPENSES AND OTHER  
CHANGES IN NET ASSETS - MODIFIED CASH BASIS  
YEAR ENDED JUNE 30, 2017

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
<b>SUPPORT AND REVENUE</b>			
Kentucky Housing Authority grant	\$ 57,216	\$ -	\$ 57,216
Contributions	82,280	-	82,280
Fees for services	127,206	-	127,206
Bluegrass Regional Mental Health - Mental Retardation Board	65,525	-	65,525
United Way of the Bluegrass	14,652	-	14,652
Run for Recovery	57,775	-	57,775
Boyle County jail income	178,397	-	178,397
Interest income	204	-	204
Miscellaneous	605	-	605
Gain on sale of property	100,507	-	100,507
Net assets released from restrictions: Satisfaction of program restrictions	-	-	-
<b>TOTAL SUPPORT AND REVENUE</b>	<u>684,367</u>	<u>-</u>	<u>684,367</u>
<b>EXPENSES</b>			
Program services	502,780	-	502,780
Management and general services	63,905	-	63,905
Fundraising	5,498	-	5,498
<b>TOTAL EXPENSES</b>	<u>572,183</u>	<u>-</u>	<u>572,183</u>
<b>CHANGE IN NET ASSETS</b>	112,184	-	112,184
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,025,985</u>	<u>-</u>	<u>1,025,985</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,138,169</u>	<u>\$ -</u>	<u>\$ 1,138,169</u>

See Independent Auditors' Report and Notest to the Financial Statements

SHEPHERD'S HOUSE, INC.  
STATEMENT OF CASH FLOWS - MODIFIED CASH BASIS  
YEAR ENDED JUNE 30.

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 295,603	\$ 112,184
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	51,292	47,724
Gain on sale of property and equipment	-	(100,507)
(Increase) decrease in operating assets:	-	-
Increase (decrease) in operating liabilities:		
Payroll liabilities	896	816
Rent deposits	<u>885</u>	<u>3,070</u>
NET CHANGE FROM OPERATING ACTIVITIES	348,676	63,287
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(483,401)	159,999
NET CHANGE FROM INVESTING ACTIVITIES	(483,401)	<u>159,999</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes (net of payments)	203,407	(3,323)
NET CHANGE FROM FINANCING ACTIVITIES	<u>203,407</u>	<u>(3,323)</u>
NET CHANGE IN CASH	68,682	219,963
CASH, BEGINNING OF YEAR	<u>285,142</u>	<u>65,179</u>
CASH, END OF YEAR	<u>\$ 353,824</u>	<u>\$ 285,142</u>
INTEREST PAID	<u>\$ 7,454</u>	<u>\$ 2,608</u>

See Independent Auditors' Report and Notes to Financial Statements.

SHEPHERD'S HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS

NOTE A NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Shepherd's House, Inc. (the Agency) is a private, nonprofit organization, licensed as an intermediate care facility by the Commonwealth of Kentucky that provides a place of hope and recovery for alcoholic and chemically dependent men. The Agency is a 12-18-month transitional residential treatment program, which promotes personal responsibility and accountability for those seeking sustained abstinence from mood and mind-altering substances.

Basis of Accounting

The accompanying financial statements of the Agency have been prepared on the modified cash basis. They include a provision for depreciation of leasehold improvements, buildings and equipment, deposits and payroll tax liabilities. In preparation of the modified cash basis financial statements, certain revenue and the related assets are recognized when received rather than when the revenue is earned. In addition, certain expenditures are recorded when paid rather than when the obligation is incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Financial Statement Presentation

The financial statements have been prepared in accordance with standards for external financial reporting by not-for-profit organizations and require that resources be classified for accounting and reporting purposes into the following three classes of net assets:

*Unrestricted Net Assets* - Net assets that are not subject to donor-imposed stipulations.

*Temporarily Restricted Net Assets* - Net assets that are subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of support, revenue, and expenses - modified cash basis as net assets released from restrictions.

*Permanently Restricted Net Assets* - Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Agency. Generally, the donors of these assets permit the Agency to use all or part of the income earned on any related investment for general or specific purposes.

Property and Equipment

Property and equipment are stated at cost, and depreciation is provided over the estimated useful lives of the property and equipment on either a straight-line basis or an accelerated method. Asset lives range from seven to twenty-seven and one-half years. Assets with useful lives of more than one year and a cost greater than \$500 are capitalized and depreciated over their useful life.

Cash and Cash Equivalents

Cash and cash equivalents on the statement of cash flows include cash on hand and in bank accounts and any highly liquid investments held for operations.

SHEPHERD'S HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS

NOTE A NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Notes Receivable

Notes receivable are stated at their outstanding principal. Interest income is to be received at the loan maturity date, and has not been reflected in these financial statements as they are prepared on the modified cash basis. The note and accrued interest thereon is due January 11, 2031.

The Agency loaned Shepherd's Place Apartments, L.L.C. \$275,000 to be used for the development and construction of an apartment complex of 40 units for chemically dependent low-income households. The loan bears interest at 6.5%. This loan was made with the intent to have Shepherd's Place Apartments fulfill the Agency's obligations outlined in the note payable to LFUCG (See Note D) of \$275,000. Management has been in contact with LFUCG and believes that the note payable due January 11, 2021 will be forgiven by LFUCG upon maturity. If that happens, management believes the Agency will forgive the note receivable with Shepherd's Place for \$275,000.

The Agency has also loaned Shepherd's Place Apartments, L.L.C. \$51,000 to be used for this same purpose. This loan bears interest at 3.75%. The unpaid principal and all accrued interest on both notes are due in full no later than January 11, 2031. These notes may be prepaid in whole or in part at any time. Any partial payment shall be applied first to the accrued interest, with the balance being applied to principal. These loans are secured by a mortgage on the apartment complex. Interest receivable has not been accrued on these loans because the financial statements are prepared on the modified cash basis of accounting.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restriction. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Income Taxes

Shepherd's House, Inc. is a nonprofit organization exempt from income taxes under Internal Revenue Code, paragraph 501(c)(3). Accordingly, no provision for income taxes has been included in the Agency's statement of assets, liabilities, and net assets - modified cash basis.

Current accounting standards require the Agency to disclose the amount of potential benefit or obligation to be realized as a result of an examination performed by a taxing authority. For the year ended June 30, 2018, management has determined that the Agency does not have any tax positions that result in any uncertainties regarding the possible impact on the Agency's financial statements. The Agency is no longer subject to examination by taxing authorities for years before 2015.

Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

SHEPHERD'S HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS

NOTE A – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Subsequent Events

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management evaluated the activity of the entity through December 13, 2018 (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

NOTE B—CONCENTRATIONS OF CREDIT RISK

The Agency's cash deposits are maintained with financial institutions located in central Kentucky. Cash balances are insured up to \$250,000 by the Federal Deposit Insurance Corporation. As of June 30, 2018, and 2017, the Agency had uninsured balances of \$35,878 and \$0, respectively. The Agency believes there is no significant risk with respect to these deposits.

NOTE C-PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2018 and 2017 consists of:

	<u>2018</u>	<u>2017</u>
Land	\$ 118,945	\$ 108,000
Buildings and improvements	1,649,077	1,190,335
Furniture and equipment	<u>73,552</u>	<u>59,838</u>
	<u>1,841,574</u>	<u>1,358,173</u>
Accumulated depreciation	<u>(535,294)</u>	<u>(484,002)</u>
	\$ <u>1,306,280</u>	\$ <u>874,171</u>

NOTE D- NOTES PAYABLE

The Agency has entered into a HOME loan agreement with the Lexington-Fayette Urban County Government. Under this agreement, LFUCG loaned the Agency \$275,000 to be used in the development and construction of an apartment complex of 40 units to provide housing for chemically dependent and qualifying low-income persons. The Agency has entered into a separate loan agreement with Shepherd's Place Apartments, LLC, which is responsible for the development and construction of the apartment complex (see Note A). The Agency's loan with the LFUCG bears no interest and is not required to be repaid until maturity, as long as the apartment complex provides housing to eligible chemically dependent low-income households for a period of 20 years, and the Agency remains in compliance with the loan agreement, the mortgage note. The 20-year period is effective through January 11, 2021, at which time the loan is due and payable. Management has been in contact with LFUCG and believes that the note payable due January 11, 2021 will be forgiven by LFUCG at that time. If that happens, management believes the Agency will forgive the note receivable with Shepherd's Place for \$275,000.

In July of 2003 the Agency entered into a loan agreement with Building Resources in Central Kentucky (BRICK) for \$25,015. The loan bears interest on the unpaid principal balance at 1% per annum. The funds are to be used for development and rehabilitation costs of housing units for low-income men in recovery. Annual principal payments began July 1, 2005 with the final payment due July 1, 2024. This loan has now been assigned to Kentucky Housing Corporation (KHC). The note balances at June 30, 2018 and 2017 were \$10,607 and \$10,607.

The Agency obtained a variable rate, commercial mortgage note with Central Bank & Trust Company for \$331,550 to provide for construction-rehab funds. This loan was paid from the proceeds of a \$268,295 subsidy agreement through the Federal Home Loan Bank of Cincinnati's Affordable Housing Program and



SHEPHERD'S HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS

NOTE D: NOTES PAYABLE - continued

a permanent loan of \$63,255 from Central Bank & Trust Company. The permanent loan is payable in monthly installments over 15 years at 4.75% with a maturity date of December 27, 2028, and is secured by the property on Fontaine Road. The balances on this note at June 30, 2018 and 2017 were \$49,126 and \$52,287.

On September 6, 2017 the Agency opened a twelve-month construction loan for \$225,000 with Central Bank and Trust Co. Interest is charged on outstanding balances at the bank's index rate with the rate not decreasing below 5.5%. On June 30, 2018, the credit line had a balance of \$206,568. The Agency paid the entire outstanding balance in the following fiscal year after receiving a grant from the Federal Home Loan Bank of Cincinnati.

The maturities of the notes payable for subsequent years are as follows:

YEAR	KHC	LFPCG	CENTRAL BANK	CONSTR LOAN	TOTAL
2019	\$ 1,515	\$ -	\$ 3,639	\$ 206,568	\$ 211,722
2020	1,515	-	3,816	-	5,331
2021	1,515	275,000	4,001	-	280,516
2022	1,515	-	4,196	-	5,711
2023	1,515	-	4,399	-	5,914
2024 and thereafter	3,032	-	29,075	-	32,107
	<u>\$ 10,607</u>	<u>\$ 275,000</u>	<u>\$ 49,126</u>	<u>\$ 206,568</u>	<u>\$ 541,301</u>

NOTE E - NET ASSET CLASSIFICATIONS

In addition to unrestricted net assets for current operations, these financial statements include the following net asset classifications:

Unrestricted Net Assets That Are Board Designated for Special Purpose

Unrestricted net assets have been Board designated for the following purpose:

	2018	2017
Reserve on note receivable, due January 11, 2031	<u>\$51,000</u>	<u>\$51,000</u>

NOTE F: CONTRIBUTED FACILITIES AND SERVICES

The Agency leased facilities at 154 Bonnie Brae. The lease expired in December 2010, but provides the Agency an option (which has been exercised) to extend and renew the lease from year to year for a period not to exceed a total of five years without further written agreement of the parties. The annual rent is one dollar. The Board has estimated the approximate fair value of the annual rent to be \$14,400. This lease ended in 2018 and the Agency began a new lease to lease facilities at 635 Maxwellton Court. The lease expires December 31, 2023 and provides the Agency an option to extend and renew the lease for a five-year period without further written agreement of the parties. The annual rent is one dollar. The Board has estimated the approximate fair value of the annual rent to be \$14,400.

SHEPHERD'S HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS

NOTE G KENTUCKY HOUSING CORPORATION GRANTS

The Agency entered into a grant agreement ("Agreement") with Kentucky Housing Corporation (KHC), whereby the Agency received \$51,000 to be used in the development and construction of a 40-unit apartment complex to provide housing for chemically dependent and qualifying low-income persons. The Agreement requires the apartment complex to be used for the intended purpose, and any misappropriation or fraudulent use of the funds could require the Agency to repay all or a portion of the grant (see Note G).

The Agency entered into a grant agreement with KHC in December 2004, whereby the Agency received \$150,000 to be used to renovate property known as Lyndhurst House. The agreement requires the property to remain affordable to persons at or below 50% of the area's median income pursuant to the guidelines of the U.S. Department of Housing and Urban Development (HUD) for a minimum of 30 years.

The Agency entered into a 30-year Affordable Housing Trust Fund Construction Loan Agreement ("AHTF") with KHC in November 2012, whereby the Agency is to receive \$300,000 to be used in the development and construction of 10-units of rental housing on Fontaine Road of which nine (9) of the units shall be considered AHTF assisted. The agreement requires the property to remain affordable to persons at or below 50% of the area median income pursuant to the guidelines of the U.S. Department of HUD for a minimum of 30 years. Under the AHTF Loan Agreement received in 2012, the Agency is required to establish a reserve for replacement fund of \$3,250 which shall be increased by 3% annually each year thereafter. The reserve deposit shall be paid in monthly installments. In addition, an operating deficit fund in the amount of \$13,745 (required minimum balance) is to be established. Additional deposit funds shall be made in the operating deficit fund any time the amount in this account falls below the required minimum balance. As of June 30, 2018, the Agency had received AHTF funds totaling \$300,000. The Agency does not anticipate that these funds will ever be repaid under the terms of the agreement which states that the note will be forgiven on the maturity date (November 1, 2043) so long as no default under any of the loan agreements has occurred.

NOTE H - EMPLOYEE BENEFIT PLAN

Shepherd's House, Inc. maintains a 403(b) employee benefit plan. Employees can elect to have their compensation reduced up to the maximum percentage allowed under Internal Revenue Code (403(b)). The Corporation makes matching contributions up to 3% of the employee's compensation. Total expense incurred under this plan during the years ended June 30, 2018 and 2017 was \$5,205 and \$3,457.

SHEPHERD'S HOUSE, INC.  
SUPPLEMENTARY INFORMATION  
YEAR ENDED JUNE 30, 2018

SHEPHERD'S HOUSE, INC.  
STATEMENT OF FUNCTIONAL EXPENSES - MODIFIED CASH BASIS  
YEAR ENDED JUNE 30, 2018

	PROGRAM SERVICES	MANAGEMENT AND GENERAL SERVICES	FUNDRAISING	TOTAL
<b>PERSONNEL</b>				
Salaries	\$ 407,588	\$ 27,822	\$ -	\$ 435,410
Employee benefits	35,796	-	-	35,796
Payroll taxes	33,457	2,783	-	36,240
Workmen's compensation	9,734	-	-	9,734
<b>TOTAL PERSONNEL EXPENSES</b>	<b>486,575</b>	<b>30,605</b>	<b>-</b>	<b>517,180</b>
<b>NON-PERSONNEL</b>				
Accounting fees	-	16,225	-	16,225
Alcohol, drug, and background screening	2,616	-	-	2,616
Auto allowance	-	3,955	-	3,955
Continuing education	634	-	-	634
Depreciation	51,292	-	-	51,292
Food and beverage	7,782	-	-	7,782
Interest	-	7,454	-	7,454
Laundry, linen and housekeeping	66	-	-	66
Miscellaneous	4,768	-	-	4,768
Office supplies	-	3,843	-	3,843
Printing and postage	1,860	-	-	1,860
Professional fees	13,421	-	-	13,421
Program supplies	4,893	-	5,387	10,280
Property insurance	15,090	-	-	15,090
Repairs and maintenance	10,674	-	-	10,674
Telephone	2,943	-	-	2,943
Utilities	36,913	-	-	36,913
<b>TOTAL NON-PERSONNEL EXPENSES</b>	<b>152,952</b>	<b>31,477</b>	<b>5,387</b>	<b>189,816</b>
<b>TOTAL EXPENSES</b>	<b>\$ 639,527</b>	<b>\$ 62,082</b>	<b>\$ 5,387</b>	<b>\$ 706,996</b>

See Independent Auditors' Report and Notes to Financial Statements.

SHEPHERD'S HOUSE, INC  
STATEMENT OF FUNCTIONAL EXPENSES - MODIFIED CASH BASIS  
YEAR ENDED JUNE 30, 2017

	PROGRAM SERVICES	MANAGEMENT AND GENERAL SERVICES	FUNDRAISING	TOTAL
<b>PERSONNEL</b>				
Salaries	\$ 293,039	\$ 30,000	\$ -	\$ 323,039
Employee benefits	25,286	-	-	25,286
Payroll taxes	23,723	2,417	-	26,140
Workmen's compensation	6,183	-	-	6,183
<b>TOTAL PERSONNEL EXPENSES</b>	<b>348,231</b>	<b>32,417</b>	<b>-</b>	<b>380,648</b>
<b>NON-PERSONNEL</b>				
Accounting fees	-	21,200	-	21,200
Alcohol, drug, and background screening	2,224	-	-	2,224
Ame allowance	-	2,887	-	2,887
Closing costs	6,686	-	-	6,686
Continuing education	595	-	-	595
Depreciation	47,724	-	-	47,724
Food and beverage	2,793	-	-	2,793
Interest	-	2,608	-	2,608
Laundry, linen and housekeeping	1,134	-	-	1,134
Miscellaneous	3,255	-	-	3,255
Office supplies	-	4,793	-	4,793
Printing and postage	1,736	-	-	1,736
Professional fees	12,275	-	-	12,275
Program supplies	7,706	-	5,498	13,204
Property insurance	16,560	-	-	16,560
Repairs and maintenance	12,230	-	-	12,230
Telephone	2,625	-	-	2,625
Utilities	37,006	-	-	37,006
<b>TOTAL NON-PERSONNEL EXPENSES</b>	<b>154,549</b>	<b>31,488</b>	<b>5,498</b>	<b>191,535</b>
<b>TOTAL EXPENSES</b>	<b>\$ 502,780</b>	<b>\$ 63,905</b>	<b>\$ 5,498</b>	<b>\$ 572,183</b>

See Independent Auditors' Report and Notes to Financial Statements

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units			
Unit No.	Unit Name	Unit Address	Claim Count
1	Shepherd's House Inc	154 Bonnie Brae Drive	0
			Total Paid
			0.00
			Total Reserve
			0.00
			Total Incurred
			0.00

Totals for Policy Number WC100-0011501-2015A

Open Claims: 0

Total Claims: 0

THERE ARE NO CLAIMS REPORTED FOR POLICYWC100-0011501-2015A FOR THIS PERIOD

	Medical	Indemnity	Expenses	Total
Paid To Date	0.00	0.00	0.00	0.00
O/S Reserves	0.00	0.00	0.00	0.00
Total Incurred	0.00	0.00	0.00	0.00
			Recovery Deductible	0.00
			Net Incurred	0.00

**ClearPath Mutual Insurance Co.**

**Loss Experience Report**

<b>Insured No:</b> 11501	<b>Policy No:</b> WC109-0011501-2016A
<b>Insured:</b> Shepherd's House Inc	<b>Policy Year:</b> 2016-A
635 Maxwellton Court	<b>Policy Effective Date:</b> 11/1/2016
Lexington, KY 40508	<b>Policy Expiration Date:</b> 11/1/2017
	<b>Deductible Amount:</b> 0

Policy Years 2015 through 2019  
Report Valued as of 4/18/2019

Totals for Policy Unit1 Shepherd's House Inc		Medical	Indemnity	Expenses	Total
Open Claims:	0	0.00	0.00	0.00	0.00
Total Claims:	0	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
				Recovery Deductible	0.00
				Net Incurred	0.00

**THERE ARE NO CLAIMS REPORTED FOR UNIT 1 FOR THIS PERIOD**

Workplace Claims Summary for Unit 1									
Workplace No.	Workplace Name	Workplace Address	Claim Count	Total Paid	Total Reserve	Total Incurred	Unit No.	Unit Name	Unit Address
1	Shepherd's House Inc	154 Bonnie Brae Drive	0	0.00	0.00	0.00	1	Shepherd's House Inc	154 Bonnie Brae Drive
2	Shepherd's House Inc	347 Linden Walk	0	0.00	0.00	0.00			
3	Shepherd's House Inc	266 Lyndhurst Place	0	0.00	0.00	0.00			
4	Shepherd's House Inc	2117 Fontaine Road	0	0.00	0.00	0.00			
5	Shepherd's House Inc	635 Maxwellton Court	0	0.00	0.00	0.00			
6	Shepherd's House Inc	454 S. Third Street	0	0.00	0.00	0.00			
7	Shepherd's House Inc	633 N. Third St	0	0.00	0.00	0.00			
			<b>Claim Count</b>	<b>Total Paid</b>	<b>Total Reserve</b>	<b>Total Incurred</b>			
1	Shepherd's House Inc		0	0.00	0.00	0.00			





**ClearPath Mutual Insurance Co.**

**Loss Experience Report**

<b>Insured No:</b> 11501	<b>Policy No:</b> WC100-0011501-2017A	<b>Policy Years 2015 through 2019</b>
<b>Insured:</b> Shepherd's House Inc	<b>Policy Year:</b> 2017-A	<b>Report Valued as of 4/18/2019</b>
635 Maxwellton Court	<b>Policy Effective Date:</b> 11/1/2017	
Lexington, KY 40508	<b>Policy Expiration Date:</b> 11/1/2018	
	<b>Deductible Amount:</b> 0	

Totals for Policy Unit1 Shepherd's House Inc		Medical	Indemnity	Expenses	Total
Open Claims:	0	0.00	0.00	0.00	0.00
Total Claims:	0	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
				Recovery Deductible Net Incurred	0.00
					0.00
					0.00

**THERE ARE NO CLAIMS REPORTED FOR UNIT 1 FOR THIS PERIOD**

Workplace Claims Summary for Unit 1									
Workplace No.	Workplace Name	Workplace Address	Claim Count	Total Paid	Total Reserve	Total Incurred	Unit No.	Unit Name	Unit Address
1	Shepherd's House Inc	154 Bonnie Brae Drive	0	0.00	0.00	0.00	1	Shepherd's House Inc	154 Bonnie Brae Drive
2	Shepherd's House Inc	347 Linden Walk	0	0.00	0.00	0.00			
3	Shepherd's House Inc	266 Lyndhurst Place	0	0.00	0.00	0.00			
4	Shepherd's House Inc	2117 Fontaine Road	0	0.00	0.00	0.00			
5	Shepherd's House Inc	635 Maxwellton Court	0	0.00	0.00	0.00			
6	Shepherd's House Inc	454 S. Third Street	0	0.00	0.00	0.00			
7	Shepherd's House Inc	633 N. Third St	0	0.00	0.00	0.00			
			<b>Claim Count</b>	<b>Total Paid</b>	<b>Total Reserve</b>	<b>Total Incurred</b>			
1	Shepherd's House Inc		0	0.00	0.00	0.00			

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units			
Unit No.	Unit Name	Unit Address	Claim Count
1	Shepherd's House Inc	154 Bonnie Brae Drive	0
<u>Total Reserve</u> 0.00 <u>Total Paid</u> 0.00 <u>Total Incurred</u> 0.00			

Totals for Policy Number WC100-0011501-2017A

Open Claims:	0	Medical	0.00	Indemnity	0.00	Expenses	0.00	Total	0.00
Total Claims:	0		0.00	O/S Reserves	0.00		0.00		0.00
			0.00	Total Incurred	0.00		0.00		0.00
<p>THERE ARE NO CLAIMS REPORTED FOR POLICYWC100-0011501-2017A FOR THIS PERIOD</p>									
						Recovery	0.00		0.00
						Deductible	0.00		0.00
						Net Incurred	0.00		0.00

**ClearPath Mutual Insurance Co.**

**Loss Experience Report**

Insured No: 11501	Policy No: WC100-0011501-2018A	Policy Years 2015 through 2019
Insured: Shepherd's House Inc	Policy Year: 2018-A	Report Valued as of 4/18/2019
635 Maxwellton Court	Policy Effective Date: 11/1/2018	
Lexington, KY 40508	Policy Expiration Date: 11/1/2019	
	Deductible Amount: 0	

Totals for Policy Unit 1 Shepherd's House Inc		Medical	Indemnity	Expenses	Total
Open Claims:	0	0.00	0.00	0.00	0.00
Total Claims:	0	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
				Recovery Deductible	0.00
				Net Incurred	0.00

**THERE ARE NO CLAIMS REPORTED FOR UNIT 1 FOR THIS PERIOD**

**Workplace Claims Summary for Unit 1**

Workplace No.	Workplace Name	Workplace Address	Claim Count	Total Paid	Total Reserve	Total Incurred
3	Shepherd's House Inc	266 Lyndhurst Place	0	0.00	0.00	0.00
4	Shepherd's House Inc	2117 Fontaine Road	0	0.00	0.00	0.00
5	Shepherd's House Inc	635 Maxwellton Court	0	0.00	0.00	0.00
6	Shepherd's House Inc	454 S. Third Street	0	0.00	0.00	0.00
7	Shepherd's House Inc	633 N. Third St	0	0.00	0.00	0.00
<b>Unit No.</b>	<b>Unit Name</b>	<b>Unit Address</b>	<b>Claim Count</b>	<b>Total Paid</b>	<b>Total Reserve</b>	<b>Total Incurred</b>
1	Shepherd's House Inc	154 Bonnie Brae Drive	0	0.00	0.00	0.00



ClearPath Mutual Insurance Co.

Loss Experience Report

Totals for Policy Years 2015 to 2019

Open Claims: 0

Total Claims: 0

THERE ARE NO CLAIMS REPORTED FOR POLICY YEARS 2015 to 2019 FOR THIS PERIOD

	Paid To Date	Medical	Indemnity	Expenses	Total
		0.00	0.00	0.00	0.00
O/S Reserves	0.00	0.00	0.00	0.00	0.00
Total Incurred	0.00	0.00	0.00	0.00	0.00
				Recovery Deductible Net Incurred	0.00 0.00 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Template: Customer Loss Detail Report

Grouping:

Sorting:

Filtering:

**Philadelphia Insurance Companies  
 Customer Loss Detail Report**



Account 79000749 The Shepherd's House, Inc.  
 Product FF Flexi Plus Five  
 Policy Number PHSD287141 11/01/2007 TO 11/01/2008

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep  
 Unknown Claimant 0

Total Number of Claims For Policy PHSD287141 0  
 Total Loss Paid: 0.00  
 Total Expense Paid: 0.00  
 Salv/Subro Recovered: 0.00  
 Loss Reserves: 0.00  
 Expense Reserves: 0.00  
 Total Incurred: 0.00

## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product FF Flexi Plus Five  
 Policy Number PHSD349878 TO 11/01/2009

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal. Recovered</u>	<u>Rep</u>
	Unknown Claimant					0.00	0.00	0.00	

Total Number of Claims For Policy PHSD349878 0

Total Loss Paid: 0.00  
 Total Expense Paid: 0.00  
 Salv/Subro Recovered: 0.00  
 Loss Reserves: 0.00  
 Expense Reserves: 0.00  
 Total Incurred: 0.00



## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product FF Flexi Plus Five

Policy Number PHSD458665 11/01/2009 TO 11/01/2010

Claim Number Claimant/Driver Name  
 Unknown Claimant

Total Number of Claims For Policy PHSD458665 0

Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep  
 0.00 0.00 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product FF Flexi Plus Five

Policy Number PHSD567239 TO 11/01/2010 TO 11/01/2011

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal. Recovered</u>	<u>Rep</u>
	Unknown Claimant						0.00	0.00	0.00	0.00

Total Number of Claims For Policy PHSD567239 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
Product FF Flexi Plus Five

Policy Number PHSD666052 11/01/2011 TO 11/01/2012

Claim Number  
Claimant/Driver Name  
Unknown Claimant

Total Number of Claims For Policy PHSD666052 0

Total Loss Paid 0.00  
Subro/Sal Recovered Rep 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product FF Flex Plus Five

Policy Number PHSD776588 11/01/2012 TO 11/01/2013

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal Recovered Rep</u>
	Unknown Claimant						0.00	0.00	0.00

Total Number of Claims For Policy PHSD776588 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

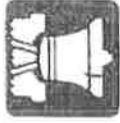
Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product FF Flexi Plus Five

Policy Number PHSD888462 11/01/2013 TO 11/01/2014

Claim Number Claimant/Driver Name Loss Type  
Unknown Claimant

Total Number of Claims For Policy PHSD888462 0

Total Loss Paid 0.00  
Total Expense Paid 0.00  
Subro/Sal Recovered Rep 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product FF Flexi Plus Five

Policy Number PHSD979324 11/01/2014 TO 11/01/2015

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

Total Number of Claims For Policy PHSD979324 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

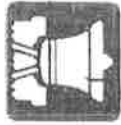
Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 7900749 The Shepherd's House, Inc.

Product FF Flexi Plus Five

Policy Number PHSD1079172 11/01/2015 TO 11/01/2016

Claim Number Claimant/Driver Name Loss Type  
Unknown Claimant

Total Number of Claims For Policy PHSD1079172 0

Total Loss Paid 0.00  
Total Expense Paid 0.00  
Subro/Sal Recovered Rep 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

Total Claims For Product FF 0

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NP Non Profit Package  
 Policy Number PHPK270862 11/01/2007 TO 11/01/2008

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal. Recovered Rep  
 Unknown Claimant 0

Total Number of Claims For Policy PHPK270862 0  
 Total Loss Paid: 0.00  
 Total Expense Paid: 0.00  
 Salv/Subro Recovered: 0.00  
 Loss Reserves: 0.00  
 Expense Reserves: 0.00  
 Total Incurred: 0.00



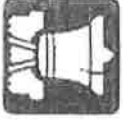
**Philadelphia Insurance Companies  
 Customer Loss Detail Report**



Account 79000749 The Shepherd's House, Inc.  
 Product NP Non Profit Package  
 Policy Number PHPK349342 11/01/2008 TO 11/01/2009

Claim Number	Claimant/Driver Name	Loss Type	Status	Loss Date	Open	Closed	Total Loss Paid	Total Expense Paid	Subro/Sal Recovered	Rep	
	Unknown Claimant						0.00	0.00	0.00	0.00	
<b>Total Number of Claims For Policy</b>							0				
<b>Total Loss Paid:</b>							0.00				
<b>Total Expense Paid:</b>							0.00				
<b>Salv/Subro Recovered:</b>							0.00				
<b>Loss Reserves:</b>							0.00				
<b>Expense Reserves:</b>							0.00				
<b>Total Incurred:</b>							0.00				

## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NP Non Profit Package  
 Policy Number PHPK481888 TO 11/01/2010

Claim Number  
 Claimant/Driver Name Unknown Claimant  
 Loss Type

Total Number of Claims For Policy PHPK481888 0

Total Loss Paid 0.00  
 Total Expense Paid 0.00  
 Subro/Sal. Recovered Rep 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NP Non Profit Package

Policy Number PHPK633267 11/01/2010 TO 11/01/2011

Claim Number PHNP11030539210  
 Claimant/Driver Name The Shepherd's House, Inc.

Loss Type Allied Lines Contents - Theft

Status CL  
 Loss Date 03/23/2011  
 Open 03/24/2011  
 Closed 04/08/2011

Total Loss Paid 636.47  
 Total Expense Paid 878.42  
 Subro/Sal Recovered Rep 0.00 Roberts

Total Number of Claims For Policy PHPK633267 1

Total Loss Paid: 636.47

Total Expense Paid: 878.42

Sub/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 1,514.89

## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NP Non Profit Package

Policy Number PHPK780310 11/01/2011 TO 11/01/2012

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal. Recovered Rep</u>
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Unknown Claimant

Total Number of Claims For Policy PHPK780310 0

0.00

0.00

0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

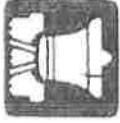
Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NP Non Profit Package

Policy Number PHPK930301 11/01/2012 TO 11/01/2013

Claim Number  
 Claimant/Driver Name  
 Unknown Claimant

Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

0.00

0.00

0.00

Total Number of Claims For Policy PHPK930301 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NP Non Profit Package  
 Policy Number PHPK1089481 11/01/2013 TO 11/01/2014

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sel. Recovered</u>	<u>Rep</u>
	Unknown Claimant						0.00	0.00	0.00	

Total Number of Claims For Policy PHPK1089481 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NP Non Profit Package

Policy Number PHPK1249712 11/01/2014 TO 11/01/2015

Claim Number Claimant/Driver Name Loss Type  
Unknown Claimant

Total Number of Claims For Policy PHPK1249712 0

Total Loss Paid 0.00  
Total Expense Paid 0.00  
Subro/Sal Recovered Rep 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NP Non Profit Package  
 Policy Number PHPK1394759 11/01/2015 TO 11/01/2016

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal. Recovered</u>	<u>Rep</u>
	Unknown Claimant						0.00	0.00	0.00	0.00

Total Number of Claims For Policy PHPK1394759 0

Total Loss Paid: 0.00  
 Total Expense Paid: 0.00  
 Salv/Subro Recovered: 0.00  
 Loss Reserves: 0.00  
 Expense Reserves: 0.00  
 Total Incurred: 0.00



# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NP Non Profit Package

Policy Number PHPK1553983 11/01/2016 TO 11/01/2017

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

Unknown Claimant

Total Number of Claims For Policy PHPK1553983 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NP Non Profit Package  
 Policy Number PHPK1735387 11/01/2017 TO 11/01/2018

Claim Number  
Claimant/Driver Name  
 Unknown Claimant

Total Number of Claims For Policy PHPK1735387 0

Total Loss Paid 0.00  
Total Expense Paid 0.00  
Subto/Sal. Recovered 0.00  
Rep

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NP Non Profit Package

Policy Number PHPK1875563 11/01/2018 TO 11/01/2019

Claim Number  
Claimant/Driver Name  
Unknown Claimant

Total Number of Claims For Policy PHPK1875563 0

Total Loss Paid 0.00  
Total Expense Paid 0.00  
Subro/Sal Recovered Rep 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Sub/Subro Recovered: 0.00

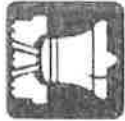
Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

Total Claims For Product NP 1

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NU Non Profit Umbrella  
 Policy Number PHUB098093 11/01/2007 TO 11/01/2008

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal. Recovered</u>	<u>Rep</u>
	Unknown Claimant						0.00	0.00	0.00	

Total Number of Claims For Policy PHUB098093 0

Total Loss Paid: 0.00  
 Total Expense Paid: 0.00  
 Salv/Subro Recovered: 0.00  
 Loss Reserves: 0.00  
 Expense Reserves: 0.00  
 Total Incurred: 0.00

## Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NU Non Profit Umbrella  
 Policy Number PHUB251454 11/01/2008 TO 11/01/2009

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal Recovered</u>	<u>Rep</u>
	Unknown Claimant						0.00	0.00	0.00	

Total Number of Claims For Policy PHUB251454 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB287118 TO 11/01/2009 TO 11/01/2010

Claim Number  
Claimant/Driver Name  
Unknown Claimant

Loss Type

Status

Loss Date

Open

Closed

Total Loss Paid

Total Expense Paid

Subro/Sal  
Recovered Rep

0.00

0.00

0.00

Total Number of Claims For Policy PHUB287118 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Subro/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB323533 11/01/2010 TO 11/01/2011

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

Total Number of Claims For Policy PHUB323533 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

**Philadelphia Insurance Companies  
 Customer Loss Detail Report**



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB361201 11/01/2011 TO 11/01/2012

Claim Number  
 Claimant/Driver Name  
 Unknown Claimant

Total Number of Claims For Policy PHUB361201 0

Total Loss Paid 0.00  
Total Expense Paid 0.00  
Subro/Sal. Recovered 0.00  
Rep

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

Closed

Open

Loss Date

Status

Loss Type



# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB398973 11/01/2012 TO 11/01/2013

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

Unknown Claimant

Total Number of Claims For Policy PHUB398973 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

0.00

0.00

0.00

0.00

0.00

0.00

**Philadelphia Insurance Companies  
Customer Loss Detail Report**



Account 79000749 The Shepherd's House, Inc.  
 Product NU Non Profit Umbrella  
 Policy Number PHUB438284 11/01/2013 TO 11/01/2014

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

Unknown Claimant  
 PHUB438284 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Resorves: 0.00

Expense Resorves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB478548 11/01/2014 TO 11/01/2015

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal  
Unknown Claimant PHUB478548 0

Total Number of Claims For Policy	PHUB478548	0	0.00	0.00	0.00	0.00	0.00
Total Loss Paid:		0.00	Total Loss Paid:		0.00	Subro/Sal Recovered Rep	
Total Expense Paid:		0.00	Total Expense Paid:		0.00	0.00	
Salv/Subro Recovered:		0.00	Salv/Subro Recovered:		0.00	0.00	
Loss Reserves:		0.00	Loss Reserves:		0.00	0.00	
Expense Reserves:		0.00	Expense Reserves:		0.00	0.00	
Total Incurred:		0.00	Total Incurred:		0.00	0.00	

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.  
 Product NU Non Profit Umbrella  
 Policy Number PHUBS15104 11/01/2015 TO 11/01/2016

<u>Claim Number</u>	<u>Claimant/Driver Name</u>	<u>Loss Type</u>	<u>Status</u>	<u>Loss Date</u>	<u>Open</u>	<u>Closed</u>	<u>Total Loss Paid</u>	<u>Total Expense Paid</u>	<u>Subro/Sal. Recovered Rep</u>
	Unknown Claimant						0.00	0.00	0.00

Total Number of Claims For Policy PHUBS15104 0

Total Loss Paid: 0.00  
 Total Expense Paid: 0.00  
 Salv/Subro Recovered: 0.00  
 Loss Reserves: 0.00  
 Expense Reserves: 0.00  
 Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB557077 11/01/2016 TO 11/01/2017

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep

Unknown Claimant

Total Number of Claims For Policy PHUB557077 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

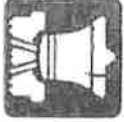
Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB606593 11/01/2017 TO 11/01/2018

Claim Number Claimant/Driver Name  
Unknown Claimant

Loss Type

Status

Loss Date

Open

Closed

Total Loss Paid

Total Expense Paid

Subro/Sal  
Recovered Rep

0.00

0.00

0.00

Total Number of Claims For Policy PHUB606593 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

# Philadelphia Insurance Companies Customer Loss Detail Report



Account 79000749 The Shepherd's House, Inc.

Product NU Non Profit Umbrella

Policy Number PHUB645845 11/01/2018 TO 11/01/2019

Claim Number Claimant/Driver Name Loss Type Status Loss Date Open Closed Total Loss Paid Total Expense Paid Subro/Sal Recovered Rep  
 Unknown Claimant

Total Number of Claims For Policy PHUB645845 0

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Subro/Sal Recovered: 0.00

Total Loss Paid: 0.00

Total Expense Paid: 0.00

Subro/Sal Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 0.00

Total Claims For Product NU 0

# Philadelphia Insurance Companies Customer Loss Detail Report



## GRAND TOTALS

Account 79000749

Total Claims For Account 1

Total Loss Paid: 636.47

Total Expense Paid: 878.42

Salv/Subro Recovered: 0.00

Loss Reserves: 0.00

Expense Reserves: 0.00

Total Incurred: 1,514.89





5905 East Galbraith Road  
Suite 5000  
Cincinnati, OH 45236  
(513) 333-0700  
[www.assuredpartners.com](http://www.assuredpartners.com)

April 23, 2019

Lexington-Fayette  
Urban County Government  
Division of Central Purchasing, Room 338  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

Re Substance Abuse Program (Male)  
RFP #17-2019  
Surety Reference Letter

To Whom it May Concern:

Ohio Casualty Insurance Company is pleased to be the surety for Shepherd's House, Inc. The Ohio Casualty Insurance Company is currently rated A+ XV by A.M. Best.

We are aware of the bid proposal to Lexington-Fayette Urban County government to be submitted on May 1, 2019. It is our intention to issue the required performance bond if Shepherd's House, Inc. is the awarded vendor of the Substance Abuse Program (Male) outlined in the RFP documents.

Naturally, any arrangement to release performance and payment bonds is a matter between Shepherd's House, Inc. and The Ohio Casualty Insurance Company. Release of any bond(s) is subject to favorable review of underwriting conditions at the time of the bond request. We assume no liability to any third party if for any reason we do not execute such bonds.

Should you have any questions, please feel free to contact me at (513) 475-3308.

Sincerely,

The Ohio Casualty Insurance Company

A handwritten signature in cursive script that reads 'Stella Adams'.

Stella Adams, Attorney-In-Fact  
[stella.adams@assuredpartners.com](mailto:stella.adams@assuredpartners.com)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No. 8197234-971184

**POWER OF ATTORNEY**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby make, constitute and appoint Mary Beth Mithing, Ronald L. South, Stella Adams, G. Dale Den, Evan R. Deer, Tamara L. Masterson, Chris McAtee, Mark Nelson, Nancy Nemece, Liz Ohl, Katie Rose, Julie Sienier, Karen M. Speed

all of the city of \_\_\_\_\_ (incumbent \_\_\_\_\_) state of \_\_\_\_\_ (Ohio) each individually if there be more than one named, its true and lawful attorney-in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or officer of the Companies and the corporate seals of the Companies hereunto affixed thereto this 25th day of October, 2018



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

State of PENNSYLVANIA  
County of MONTGOMERY

On this 25th day of October, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above-written



By: *Teresa Pastulla*  
Teresa Pastulla, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**  
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings**  
Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company, with the same force and effect as though manually affixed

I, **Renee C. Havelyn**, the undersigned Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the seals of said Companies this 23rd day of April, 2018



By: *Renee C. Havelyn*  
Renee C. Havelyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 am EST on any business day

1. (2) The ...

2. ...

3. ...

4. ...

5. ...

6. ...

7. ...

8. ...

9. ...

10. ...

Exhibit C

Compensation

In exchange for and in consideration for the services to be provided by Shepherd's House under the terms of this Agreement, Facility agrees to pay the following amount upon monthly invoice from Shepherd's House:

- \$9.00 per Client per day.

Shepherd's House shall invoice the Lexington-Fayette Urban County Government Department of Community Corrections on a monthly basis for all Clients served during the prior calendar month. Such invoices shall be due and payable not less than quarterly. Shepherd's House shall cooperate and assist Facility in submitting monthly invoices to the Kentucky Department of Corrections for services rendered by Shepherd's House.

