Cover Sheet - Permanent Housing Intensive Case Management Program

1. Organization or Lead Applicant Name and Authorized Representative:

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

2. Organization or Lead Applicant Address, Phone Number and E-mail: Administrative Office:

Mountain Comprehensive Care Center, Inc. 104 South Front Avenue Prestonsburg, KY 41653-1614

Phone: (606) 886-8572

Email: Promod.Bishnoi@mtcomp.org

Lexington Office/Site of Services:

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

3. Title of Proposed Project:

Permanent Housing Intensive Case Management Program

4. Brief Summary of Proposed Project:

Mountain Comprehensive Care Center (MCCC), in partnership with Catholic Action Center Emergency Shelter, will provide trauma-informed and evidence-based intensive case management to move a minimum of 50 households experiencing homelessness into permanent housing without ongoing rental subsidies. This program will create a new level of service in Lexington as the targeted population is anticipated to be vulnerable and in need of high intensity supports to become document ready for housing and to access benefits, employment, and other wraparound services to obtain and maintain permanent housing and stability upon placement.

As provided and/or coordinated by 2.20 FTE dedicated staff, key services include but are not limited to: completing targeted assessments (VI-SPDAT) with data entered into KYHMIS as well as for the CES; developing a Housing Stability Plan that outlines desired goals related to locating permanent housing and housing stability services; securing information and credentials to become document ready for housing; assisting with benefits enrollment through SOAR-trained staff; providing the appropriate level of housing stability skills and financial literacy; helping clients find safe, affordable, appropriate permanent housing including setting up appointments, assisting with transportation, viewing units with the client; and advocating with landlords to mitigate any potential barriers. MCCC will also help clients access its rapid rehousing subsidies funded through the CARES Act including a transition to associated case management for ongoing stability and advocacy after permanent housing placement. As desired, the HSP will also coordinate additional wraparound services and ensure clients have the supports they need to achieve self-sufficiency.

Project Narrative

4.1 Scope: A) Mountain Comprehensive Care Center (MCCC), in partnership with Catholic Action Center Emergency Shelter (CAC ES), will provide trauma-informed and evidence-based intensive case management to move a minimum of 50 homeless households into permanent housing without ongoing rental subsidies. This program will create a new level of service in Lexington as the targeted population is anticipated to be vulnerable and in need of high intensity supports to become document ready for housing and to access benefits, employment, and other wraparound services to obtain and maintain permanent housing and stability upon placement. While resources are present across Lexington, they are often offered across multiple systems and without intensive case management many homeless households are unaware of and/or do not know how to access these resources. However, this program will provide 2.20 FTE dedicated staff who can serve any client to ensure they are connected to housing and associated supports.

B) MCCC serves any client regardless of race, color, religion, national origin, disability, age, sexual orientation, gender identity or other protected status, and ensures that clients have access to a holistic housing and services approach to meet their varied needs. MCCC brings a unique project coordination approach as it is located in the same complex as the CAC ES with a strong partnership with its management. Likewise, MCCC has a keen understanding of the targeted population as staff currently provide targeted case management, peer support services, and Community Support Associate services to clients at the CAC ES as well as offers behavioral health care (mental health, SUD, COD), integrated medical care through HealthFirst Bluegrass co-located with MCCC, APRN-medication management, a Therapeutic Rehabilitation Program (TRP), an Intensive Outpatient Program (beginning 9/2020), and housing resources (CoC PSH, rapid rehousing, CES) through its outpatient center located above the CAC. MCCC also offers

the Homeless Veterans Reintegration Program (HVRP), has partnerships with Independence Place Supported Employment Program, Bluegrass KY Career Center, and trains staff in SOAR so that clients are connected to the appropriate level of employment and benefits. MCCC has expertise in conducting goal-based case meetings and will duplicate these successful processes.

- C) Please see attached letter from Ginny Ramsey, Director/Co-Founder of the CAC.
- **D)** The administrative office for the project will be located at 1060 Goodwin Drive, Lexington which as mentioned is in the same building as the CAC as it is located on the first floor and MCCC is located on the second floor thus greatly enhancing coordination. MCCC anticipates serving a minimum of 50 households annually as required by the LFUCG/OPHI.
- E) MCCC will utilize the evidence-based practices of trauma-informed care, Motivational Interviewing, harm reduction, and SOAR to help clients address their housing and associated case management needs. First, as coordinated with the CAC ES, an assigned project Case Manager will conduct a targeted assessment using the VI-SPDAT to gauge homelessness and housing vulnerability as well as potential housing, case management, and service needs. Data will also be input into KYHMIS as related to coordinated entry. The VI-SPDAT will be used as the primary tool to prioritize services for highly vulnerable individuals and families. For households selected to participate in the program, the assigned Case Manager will also complete a Strengths & Needs Assessment with the client and will determine if he/she is only interested in housing case management or if a more holistic supportive services approach is desired. For those who would like to engage in a more comprehensive approach, a Psychosocial Assessment will also be completed to gather additional information on developmental, health, psychological history; medications/medical needs; safety concerns/suicide risk; functioning; family and relationships; education; employment; housing; alcohol/drug/mental health history and current

status; abuse/neglect; legal history; history of violence; and desired supports, needs, and goals.

Based on these results, the client and Case Manager will develop an individualized Housing Stability Plan (HSP) that outlines desired goals related to locating suitable, affordable permanent housing as well as housing stability services; how and by whom services are to be provided; and any adjunctive service needs. Clients are informed about/make decisions about the services they receive, which are voluntary, and are asked to sign informed consent to share data with partners.

Key housing services for all clients will include: securing necessary information and credentials to be **document ready for housing** (e.g., homelessness, income, disability, ID, SS#); assisting with benefits enrollment through SOAR-trained staff (e.g., Medicaid, VA, Community Integration Supplement, housing subsidies, SNAP, TANF, child care); providing the appropriate level of housing stability skills (e.g., how to understand a lease, fair housing, tenant rights, eviction, landlord responsibilities, discrimination) and financial literacy related to income and expenses (budgeting), spending/saving, credit, protecting identity, planning for emergencies, and housing decisions; helping clients find safe, affordable, appropriate permanent housing including setting up appointments, assisting with transportation, viewing units with the client, and **advocating** with landlords to mitigate issues that could jeopardize placement. MCCC will also help clients access its rapid rehousing subsidies funded through the CARES Act (COVID ESG) including a transition to associated case management for ongoing stability and advocacy after permanent housing placement, as well as coordinating with the CES and other housing resources.

As desired, the HSP will also coordinate additional wraparound services including scheduling appointments and assisting with transportation to support housing and may include: educational and employment resources based on level of need (e.g., adult education, GED, TRP, HVRP, supported employment, Career Centers), behavioral health care, peer support services,

Community Support Associate services, medical care, legal services, and family reunification.

Case Managers will provide intensive case management and advocacy with housing and service providers to ensure clients are housed, safe, and connected to local resources to maintain self-sufficiency. Besides MCCC's crisis hotline, Case Managers will be available to assist with crisis situations and will initially make weekly contact upon placement and will decrease with stability and/or transfer ongoing case management services to other agency programs.

Both Case Managers will be trained in all functions to support **flexible hours** (nights and weekends) to meet the needs of clients and ensure regular, effective, efficient case management. Case Managers will typically conduct weekly to bi-weekly **case conferencing** with partners to coordinate a holistic housing stability approach with shared goals, verify supports complement and do not duplicate, and ensure partners have the same data leading to better client outcomes.

- **4.2 Experience/Capacity: A)** MCCC's mission to "provide high quality care that offers recovery and hope" is directly in line with the project goal to transition households experiencing homelessness into permanent housing as housing is a key resource in achieving recovery from homelessness and other issues that lead to increased vulnerability. Moreover, a stable home with intensive case management to help clients remained housed and knowledgeable about community resources gives them confidence and hope for a more empowered and secure future.
- **B)** MCCC is a CARF accredited 501c3 non-profit agency serving over 25,000 persons annually through 1,029 staff, and a \$77.8 million budget, of which \$18.3 million is derived from federal, state and local grants/contracts. MCCC's experience in areas of homelessness and housing, including offering case management/housing navigation, can be seen through multiple agency programs. First, MCCC serves persons experiencing homelessness through its

 Community Mental Health Centers which provide a wide array of behavioral health treatment,

case management, wraparound supports, and housing assistance for persons who experience mental health and substance abuse disorders, and developmental and intellectual disabilities as well as operates 7 Healthcare for the Homeless clinics throughout eastern KY. Likewise, MCCC serves homeless veterans through its HVRP providing employment and comprehensive services to assist homeless veterans find meaningful employment, and through its Veterans Transitional Housing Center offering housing/supportive services for 24 months while clients are preparing to transition to permanent housing. MCCC also serves homeless children, youth, adults, and families through its school-based programs, Street Outreach, Basic Center, and victim services.

In terms of housing, MCCC serves as the lead agency for the Big Sandy CES with agency housing including a 15 bed VA GPD, 30 one-bedroom units and 4 two-bedroom units (Housing First, no barrier) and housing assistance funds of: \$220,000 in TBRA; \$65,000 in ESG; \$120,645 in CoC PSH Vouchers; and \$44,835 in PSH operating grants (see also C). MCCC coordinates with local housing authorities with agency staff trained to conduct inspections to ensure eligible units, and has completed the Coordinated Entry Training with the Lexington Housing Authority and can expedite linkages to housing through the CES and other agency and community housing options. All of these homeless and housing programs began as new projects developed and implemented by MCCC with administrative, fiscal, and programmatic policies, procedures, and best practices now established which enables the agency to seamlessly begin new programs.

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

C) Examples of specific homeless/housing programs include: 1) Served and/or housed 11 individuals (targeted goal) through a \$150,000 grant from the City of Lexington for the

Lexington High Utilizer Housing First Project for persons identified by the city as some of the highest utilizers of police, EMS and ER services; 2) Served 71 homeless veterans through a \$190,820 grant from the Department of Labor for the HVRP having met its goals for enrollment, co-enrolled veterans, referrals to VA services, housing, median quarterly earnings, and surpassed its placement rate and average wage in Quarters 1-3 (prior to COVID-19); 3) Served 2,221 homeless individuals through a \$2 million grant from HRSA to operate its Healthcare for the Homeless Program. Additional programs beginning in 2020 include a \$243,925 Permanent Supportive Housing grant through the Lexington CoC to provide 18 units annually; \$165,660 (anticipated) Rapid Rehousing grant also through the CoC to provide 12 units; and \$325,334 through the CARES Act (COVID ESG) to provide rapid rehousing in Lexington. Through all of these programs, homeless individuals are connected to housing resources/stability supports, case management, wraparound services, and treatment as needed to promote improved quality of life.

D) MCCC will leverage multiple agency and community resources to support the project. First, agency resources include but are not limited to: funds through the CARES Act to provide rapid rehousing subsidies as well as access to ongoing case management; 0.05 FTE Director of Housing & Grants (Long) to provide SOAR-training for staff (completed SOAR Leadership Academy as Trainer), attend OPHI meetings and assist the Team Leader with program oversight as a housing expert; HVRP; and case management, peer/CSA/wraparound services, behavioral health care as outlined on page 1. Community partners include the co-located services of HealthFirst Bluegrass (primary care, community supports, dental care, pediatric care, pharmacy services, women's healthcare) and Independence Place for supported employment (pages 1-2) as well as employment connections with KY Career Centers, Welcome House for Lexington's existing payee program, and other CoC agencies and benefit providers to ensure holistic support.

E & F) Serving as Team Leader is Melissa Barrett-Thomas (0.20 FTE). She will oversee start-up and that implementation is within budget, timelines, goals, objectives and outcomes; supervise project staff; and serve as the liaison with OHPI and project partners. She is experienced in project management, supervision, and working directly with the CAC and the targeted population in her current role. She will be assisted by Jackie Long, Director of Housing & Grants (0.05 FTE in-kind). Ms. Long has worked with homeless and housing services for 16 years and currently oversees the agency's housing programs, is a SOAR trainer, and sits on the KY Interagency Council on Homelessness (KICH) Steering Committee, BoS CoC Advisory Board, and the Lexington CoC bringing housing expertise to the project.

Through coordinated schedules to promote flexible service hours, 2.0 FTE Case Managers (TBD) will be responsible for coordinating with CAC staff to conduct the VI-SPDAT, input data into KYHMIS, and coordinate referrals to the program. They will also work with assigned clients to develop an individualized HSP and provide key housing case management and navigation duties as outlined on pages 2-3. CMs must have a bachelor's degree in a related field, master's preferred, complete KY case management certification and training in evidence-based practices, and have experience working with the targeted population (see resumes, job description).

- G) Melissa Barrett-Thomas will serve as Team Leader and primary OPHI liaison, as assisted by Jackie Long, to ensure an effective program in line with all funder requirements.
- **4.3 Timeline:** The timeline reflects the 1-year project period of 10/08/2020 10/07/2021 with full operations by 11/01/2020. Staff includes: Team Leader (TL); Director of Housing & Grants (DHG); Case Managers (CM); and Chief Financial Officer (CFO).

| Action Step | Responsible | Start/Finish Dates |
|--|-------------|---------------------|
| 1. Hire staff, train on EBPs, develop program procedures | 1. TL, DHG | 1. Month 1 |
| 2. Set-up project cost center; monitor budget | 2. TL, CFO | 2. Mo. 1; Mos. 1-12 |
| 3. Begin services by 11/01/2020 including use of EBPs | 3. CM | 3. Mos. 2-12 |

| and flexible work hours to meet clients' needs | 4. CM | 4. Intake to CAC |
|--|--------------|------------------------|
| 4. Work with CAC to complete VI-SPDAT, input data | 5. CM | 5. Intake & enrollment |
| in HMIS/CES, select appropriate project participants | 6. CM | 6. Enrollment to |
| 5. Conduct targeted assessments | 7. CM | placement |
| 6. Help clients obtain needed documents for housing | 8. CM | 7. Enrollment to post- |
| 7. Develop HSPs upon enrollment and provide housing | 9. CM | placement |
| stability services based on level of need | 10. CM | 8. Enrollment to |
| 8. Provide housing case management, advocate with | 11. CM; | placement; Transfer |
| landlords, assist with housing selection/placement, | MCCC & | within 1-2 mos. of |
| housing subsidies, link to other CM upon placement | CAC Staff | placement |
| 9. Using SOAR, enroll in benefits, insurance, disability | 12. TL, DHG, | 9. Enrollment/ongoing |
| 10. Conduct case conferences to coordinate client svcs. | CFO | 10. Weekly/Bi-weekly |
| 11. Gather data; conduct staff/CAC meetings for service | 13. TL, DHG | 11. Ongoing; Monthly |
| coordination, monitoring, evaluation & CQI | 14. TL, DHG | 12. Mos. 2-12 |
| 12. Develop sustainability plan | | 13. Monthly or as |
| 13. Participate in CoC/subcommittee & OPHI meetings | | scheduled |
| 14. Complete all required reports | | 14. As required |

4.4 Budget: A) Below is the budget/narrative to serve 50 households over the 1-year period.

| Categories | Explanation of Costs | Amount Requested |
|------------------------------|---|-------------------------|
| A. Personnel | | |
| Team Leader (Barrett-Thomas) | 0.20 FTE x \$47,175 | \$9,435 |
| Case Managers (TBD) | 2.0 FTE x \$40,000 | \$80,000 |
| | Total Personnel | \$89,435 |
| B. Fringe Benefits | | |
| Fringe Benefits | 34% of allocated salary | \$30,408 |
| C. Equipment | | |
| Laptop Computer & Software | \$1,600/unit x 2 units (One-time) | \$3,200 |
| EHR License | \$1,000 user fee x 2 staff (One-time) | \$2,000 |
| | Total Equipment | \$5,200 |
| D. Travel | | |
| Local Mileage | 600 miles/week x 49 weeks x \$0.40/mile | \$11,760 |
| E. Contractual | | \$0 |
| F. Operating Expenses | | |
| Office/Program Supplies | \$200/month x 12 months | \$2,400 |
| PPE Supplies/Staff Testing | \$500/month x 12 months | \$6,000 |
| HMIS License | \$300/user x 2 staff | \$600 |
| Smartphones/Hot Spots | \$150/month x 12 months x 2 staff | \$3,600 |
| Occupancy Expenses | \$400/month x 12 months x 2.20 FTE | \$10,560 |
| Staff Training | \$600/staff x 2 staff (One-time) | \$1,200 |
| | Total Operating | \$24,360 |

| G. Indirect Costs | 18.31% of \$161,163 in direct costs | \$29,507 |
|----------------------------|-------------------------------------|-----------|
| Total Project Costs | | \$190,670 |

The TL, Melissa Barrett-Thomas (0.20 FTE), will oversee start-up and that implementation is within budget, timelines, goals, objectives, outcomes; supervise staff; and serve as the liaison with OHPI and partners. 2.0 FTE Case Managers (TBD) will provide intensive case management and housing stability activities to move clients into permanent housing (see descriptions, p. 7).

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

Equipment includes the purchase of two computers with appropriate software as well as licenses for the agency's EHR (NextGen) so that staff can complete assessments and document data, and assist with housing and housing stability activities at the CAC and in the community.

As staff will assist clients with obtaining documents, locating and viewing housing, and connecting with benefits and adjunctive community resources, mileage is needed for both CMs.

Operating costs include: funds for consumable office supplies (pens, files, etc.) and program materials (workbooks) to assist clients with case management/housing placement and stability activities; PPE supplies and funds for staff COVID testing to safely provide services; HMIS licenses and smartphones with hotspots to input data and stay in contact with clients including for crisis situations; facility costs (rent, utilities) based on the agency's allocation per FTE to provide office space; and training funds (VI-SPDAT, HMIS, EBPs) to ensure effective services.

MCCC has an indirect cost rate agreement with the U.S. Department of Health & Human Services for 18.31% of direct costs. A copy of this agreement is included with this application.

Leverage for the project (staff, training, agency/community resources) is listed on page 6.

B) MCCC will implement the following sustainability plan: 1) enroll clients in Medicaid/

insurance/VA and bill for services as allowed; 2) integrate with existing housing and service programs (CARES Act, CoC PSH) as feasible; 3) make appeals to individual donors, community stakeholders, and existing partners (Lexington Rescue Mission, Christians in Community, Resource Office for Social Ministries); 4) submit grant applications to local foundations (Blue Grass Community), state (DBHDID), and federal funders (HUD, SAMHSA, HRSA, HHS, BJA); and 5) solicit funds from local businesses which may include both cash to offset program costs as well as donated goods for tangible items (office, program, PPE supplies).

4.5 Outcomes: A) Data to be collected at the CAC by the Case Managers (CMs) will include the VI-SPDAT to assess a range of homeless and housing vulnerability criteria as entered in HMIS along with additional information related to the CES. For clients enrolled in the project, the CMs will also complete a Strengths & Needs Assessment, and if more comprehensive support services are desired, the client will also complete the Psychosocial Assessment. All clients will develop an HSP to determine goals and objectives towards permanent housing placement and associated stability activities. Staff will conduct regularly scheduled case conferences with partners to update and monitor the HSP with housing status tracked monthly.

B) Outcome data will include the number of homeless households successfully placed with a goal of at least 50 annually. MCCC will also document all required data in HMIS with reports generated monthly to ensure appropriate data collection and to track client stability.

C) Housing status updates, HMIS reports, HSP documentation, and budget monitoring will enable MCCC to assess the project's ability to promote housing stability from baseline to any given point in time (quarterly), thereby breaking the cycle of homelessness. Led by the TL, monthly staff/stakeholder meetings will be used to assess project successes, and identify gaps in services and areas for CQI. Progress reports will be submitted to LFUCG/OPHI, as required.

Attachments to the Project Narrative

- 1. Letter of Recommendation/Partnership Approval from Catholic Action Center
- 2. Resume Team Leader, Melissa Barrett-Thomas
- 3. Resume Director of Housing & Grants, Jacqueline Long
- 4. Position Description Case Manager
- 5. Indirect Cost Rate Agreement

DIVINE PROVIDENCE, INC Catholic Action Center 1055 INDUSTRY ROAD LEXINGTON, KENTUCKY 40505 (859) 514-7210

email: caclex2000@gmail.com website: www.catholicactioncenter.net

July 30, 2020
Re:Letter of Recommendation to LFUCG
RFP #21-2020
Permanent Housing Intensive Case Management Program

The Catholic Action Center recommends the proposal of Mountain Comprehensive Care (MCC) for the RFP #21-2020 Permanent Housing Intensive Case Management Program.

MCC has demonstrated their outstanding ability to work with our Catholic Action Center Community members since October 2017. Our staff and advocates have developed a close working relationship with the MCC staff and administration. Having this program in our building during this uncertain time of the COVID-19 will facilitate the work toward permanent housing for our vulnerable population.

MCC has the "on the ground" experience and professionalism to address the needs and barriers for the men and women who experience homelessness including mental illness, addictions and physical barriers. We have seen it in action and highly recommend them for the Permanent Housing Intensive Case Management Program.

If you have any questions please contact me at the above email or phone.

Peace.

Ginny Ramsey

Resume - Melissa N. Barrett-Thomas

Phone: 859-475-4750; **Email:** Melissa.Barrett-Thomas@mtcomp.org

EDUCATION & CREDENTIALS

Master's degree in Addiction Counseling, Capella University – September 2016

Bachelor's degree in Business Administration/Management, National College – August 2012

Licensed Professional Counselor Associate (LPCA)

PROFESSIONAL EXPERIENCE

Mountain Comprehensive Care Center, Lexington, KY Clinical Coordinator/Clinician

2017-Present

- Conduct comprehensive assessments and assist with development of Person-Centered Plans (PCP) to outline strengths and needs of the client as well as treatment, service, and housing needs to be addressed, as desired by the client.
- Provide evidence-based, integrated mental health and substance abuse treatment including groups and individual sessions in accordance with the PCP ensuring an approach that is culturally-competent and trauma-informed.
- Maintain an adequate caseload and practice time management skills to assure the necessary level, match, dosage and intensity of services are provided to each client.
- Coordinate all services with support staff including linkages with Case Managers and Support Specialists to integrate healthcare and wraparound support/recovery services as well as Housing Specialists to access appropriate housing including access to the CES.
- Coordinate with community partners to provide services onsite to homeless populations.
- Trained in trauma-informed care, Motivational Interviewing and other key evidence-based practices to ensure effective services for vulnerable populations.

Chrysalis House, Lexington KY *Internship, Primary Therapist*

2016

- Conducted comprehensive assessments, treatment planning and individual therapy.
- Led and co-led groups such as Addiction 101, Relapse Prevention, Healthy Relationships, Parenting, Motivational Thinking, and Spiritual Connections.

Chrysalis House, Lexington KY

2014-2016

Support Staff

- Provided assistance to clients including intakes and discharges.
- Provided supervision for clients in everyday activities.
- Completed administrative tasks including answering calls.

Greater Faith Apostolic, Lexington, KY Administrative Office Worker

2010-Present

- Assisted with administrative functions such as making deposits, bookkeeping, preparing monthly and yearly reports, and using accounts receivables/payables software.
- Also served as a volunteer for Alcohol Chemical Treatment Series (ACTS).

Resume – Jacqueline S. Long

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

PROFESSIONAL EXPERIENCE

January 2013 – Present Mountain Comprehensive Care Center, Prestonsburg, KY Director of Housing & Grants

- Responsible for design and development of affordable housing for persons with special needs, including developmental/intellectual disabilities, substance abuse, and severe mental illness.
- Responsible for oversight of all construction activities.
- Responsible for administration of all Community Development Block Grants, housing grants and rental assistance grants.
- Responsible for oversight and compliance on \$20,000,000 grant portfolio throughout the various MCCC programs.
- Responsible for training of staff for administration of program grants.
- Responsible for administration of veterans' services and programs including Homeless Veterans Reintegration Program, and serve as the agency's Veterans Behavioral Health Coordinator.
- Responsible for direction and coordination as lead agency for Big Sandy Coordinated Entry System.
- Responsible for organization and direction of Big Sandy Region Point in Time Count.
- Responsible for participation in the Lexington Continuum of Care and subcommittees.

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

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

June 2005 – May 2006 Alliance Banking Company, Winchester, KY Assistant Vice President, Mortgage Lending

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROFESSIONAL ACTIVITIES

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

EDUCATION

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

Position Description - Case Manager

REPORTING RELATIONSHIP: Project Team Leader

COORDINATING RELATIONSHIP: Catholic Action Center; Community Partners

SUPERVISORY RESPONSIBILITIES: None

FLSA: Full-time; Non-exempt; \$40,000

PURPOSE: Conduct HMIS duties as well as housing search and placement activities, and coordinate services aimed at housing stability for homeless households referred from the CAC.

PRINCIPAL RESPONSIBILITIES:

- 1. Conduct targeted assessments including the VI-SPDAT, input data into HMIS including for the CES, and make referrals to the program based on vulnerability score.
- 2. Develop a Housing Stability Plan with the client to address goals and barriers to housing.
- 3. Meet with clients and assist them in finding housing as well as housing subsidies as available through the agency, community, and CES, as appropriate.
- 4. Provide housing stability activities (e.g., understanding a lease, rights, landlord responsibilities, eviction, discrimination) and financial literacy as appropriate based on need.
- 5. Provide case management including linkages to wraparound supports (e.g., employment, education, behavioral health/medical care) according to the client's desired level of support.
- 6. Advocate with landlords on behalf of clients, both for initial housing placement and stability.
- 7. Assist clients with benefits enrollment (e.g., Medicaid/insurance, SSI, SNAP, TANF).
- 8. As eligible, transfer ongoing case management functions to other agency and/or community programs for long-term support and advocacy after permanent housing placement.
- 9. Conduct case conferences with other providers to coordinate housing and service goals.
- 10. Provide essential transportation for clients when other options are not available.
- 11. Maintain files in compliance with applicable agency and grantor requirements.
- 12. Attend Lexington Continuum of Care Meetings and HMIS meetings monthly.
- 13. Input all clients in KYHMIS and the agency's EHR and maintain current information.
- 14. Attend staff/stakeholder meetings for service coordination and CQI. Complete HMIS reports.
- 15. Ensure adherence to confidentiality and standards for quality of care according to HIPAA, federal/state/local regulations, agency policies and procedures, and all grantor requirements.
- 16. Complete other duties as assigned by the Project Team Leader.

MINIMUM QUALIFICATIONS: Bachelor's degree in psychology, human services, social work or other relevant field required, a Master's degree preferred. Experience working with the homeless population and in housing or rental assistance programs strongly preferred. Must complete state case management certification, HMIS and SOAR training, and training in other evidence-based practices (e.g., trauma-informed care, Motivational Interviewing), as required.

SPECIAL KNOWLEDGE, SKILLS & ABILITIES: The ability to work autonomously while utilizing the supervision of the Project Team Leader. Excellent speaking and writing skills are preferred. Ability to evaluate needs of clients. Ability to relate with a wide variety of employees and clientele. Knowledge of overall objectives and evidence-based concepts in working with vulnerable populations. Ability to maintain accurate records and reports. Must pass a background check and have a valid KY driver's license. Knowledge of community resources is required. Travel required throughout the service area. Flexible, non-traditional hours required.

NONPROFIT RATE AGREEMENT

EIN: 61-0663787

DATE:06/18/2019

ORGANIZATION:

FILING REF.: The preceding

Mountain Comprehensive Care Center

agreement was dated

08/07/2018

104 South Front Avenue Prestonsburg, KY 41653

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

| SECTION I | : INDIRECT | COST | RATES |
|-----------|------------|------|-------|
|-----------|------------|------|-------|

RATE TYPES:

FIXED

FINAL

PROV. (PROVISIONAL)

PRED. (PREDETERMINED)

EFFECTIVE PERIOD

| TYPE | FROM | TO | RATE(%) LOCATION | APPLICABLE TO |
|-------|------------|------------|------------------|---|
| FINAL | 07/01/2017 | 06/30/2018 | 18.31 All | All Programs |
| PRED. | 07/01/2018 | 06/30/2019 | 18.31 All | All Programs |
| PROV. | 07/01/2019 | 06/30/2021 | | Use same rates and conditions as those cited for fiscal year ending June 30, 2019. |

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000 and flow-through funds.

ORGANIZATION: Mountain Comprehensive Care Center

AGREEMENT DATE: 6/18/2019

| SECTION | I: FRINGE BE | NEFIT RATES** | | |
|---------|--------------|---------------|------------------|--|
| TYPE | FROM | TO | RATE(%) LOCATION | APPLICABLE TO |
| FINAL | 7/1/2017 | 6/30/2018 | 41.43 All | All Employees |
| PRED. | 7/1/2018 | 6/30/2019 | 41.43 All | All Employees |
| PROV. | 7/1/2019 | 6/30/2021 | | Use same rates and conditions as those cited for fiscal year ending June 30, 2019. |

^{**} DESCRIPTION OF FRINGE BENEFITS RATE BASE: Salaries and wages.

ORGANIZATION: Mountain Comprehensive Care Center

AGREEMENT DATE: 6/18/2019

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES

The costs of vacation, holiday, sick leave pay and other paid absences are included in the organization's fringe benefit rate and are not included in the direct cost of salaries and wages. Claims for direct salaries and wages must exclude those amounts paid or accrued to employees for periods when they are on vacation, holiday, sick leave or are otherwise absent from work.

Fringe Benefits include Workers Comp, Health Insurance, Dependent Life Insurance, Guardian Pre-Tax, Kentucky Retirement System, FICA/Medicare, Unemployment, and Annual & Sick Leave.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

Next proposal based on FYE 6/30/2020 is due in our office by 12/31/2020.

ORGANIZATION: Mountain Comprehensive Care Center

AGREEMENT DATE: 6/18/2019

SECTION III: GENERAL

LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

ACCOUNTING CHANGES: В.

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

BY THE INSTITUTION:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

Mountain Comprehensive Care Center (INSTITUTION)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

| Darryl | |
|--------|----|
| Mayes | -S |

Digitally signed by Darryl W. Mayes -S DN: c=US, o=U.S. Government, ou=HHS, ou=PSC, ou=People, 0.9.2342.19200300.100.1.1=2000131669, cn=Darryl W. Mayes -5 Date: 2019.06.24 08:21:31 -04'00'

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

6/18/2019

(DATE) 4658

HHS REPRESENTATIVE:

Lucy Siow

Telephone:

(301) 492-4855

LFUCG Required Forms

- 1. Affirmative Action Plan
- 2. Current Work Force Analysis Form
- 3. Affidavit
- 4. Equal Opportunity Agreement
- 5. Director, Division of Central Purchasing Form
- 6. LFUCG MWDBE Participation Form
- 7. LFUCG MWDBE Substitution Form
- 8. MWDBE Quote Summary Form
- 9. LFUCG Subcontractor Monthly Payment Form
- 10.LFUCG Statement of Good Faith Efforts (with supporting documentation)
- 11.General Provisions

MOUNTAIN COMPREHENSIVE CARE CENTER AFFIRMATIVE ACTION PLAN (AAP)

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

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

3. AAP MANAGER DUTIES

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

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

4. <u>AFFIRMATIVE ACTION PLAN (AAP)</u>

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

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

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

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

- I. Disseminate the Agency EEO/AAP policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the Agency EEO/AAP policy with other contractors and subcontractors with whom the Agency does or anticipates doing business.
- J. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for practicum or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- K. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.
- L. Validate all test and other selection requirements where there is an obligation to do so under 41 CFP Part 60-3.
- M. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc. such opportunities.
- N. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.
- O. Ensure that all facilities and Agency activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
- P. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- Q. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Agency EEO/AAP policies and affirmative action obligations.

8. **RECORDS**

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

9. REPORTING OF COMPLAINTS

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

- A. The EEO/AAP Manager will investigate all complaints of alleged discrimination made to the Agency in connection with its contractual obligations.
- B. The EEO/AAP Manager will attempt to resolve such complaints, corrective actions to be taken and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons.
- C. Upon completion of each investigation, the EEO/AAP Manager will inform every complainant of all of his or her avenues of appeal. The addresses shown below are such avenues for appeals.

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

WORKFORCE ANALYSIS FORM

Name of Organization: Mountain Comprehensive Care Center

| Categories | Total | Wh (N Hispa o Lati | ot anic r | | panic atino | Afr Ame (I His | ck or ican- erican Not panic .atino | Haw Ot Pad Islad (N Hisp | tive raiian her cific nder lot panic atino | (N Hisp | ian lot vanic atino | Amei India Alas Nat (n Hisp or La | in or kan iive ot anic | Two mo rac (N Hisp o Lat | ore es ot anic r | То | otal |
|------------------|-------|--------------------------------|-----------------|---|----------------|-------------------------|--|---|--|------------|------------------------------|---|------------------------------------|--|------------------------------|-----|------|
| | | М | F | M | F | М | F | M | F | М | F | М | F | М | F | М | F |
| Administrators | 17 | 3 | 13 | | | | | | | 1 | | | | | | 4 | 13 |
| Professionals | 504 | 71 | 419 | | | 5 | 5 | | | 1 | 3 | | | | | 77 | 427 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | 36 | 5 | 29 | 1 | | | 1 | | | | | | | | | 6 | 30 |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 13 | 12 | 1 | | | | | | | | | | | | | 12 | 1 |
| Protective | 8 | 8 | | | | | | | | | | | | | | 8 | 0 |
| Para- | | | | | | | | | | | | | | | | | |
| Office/Clerical | 425 | 36 | 387 | | | 2 | | | | | | | | | | 38 | 387 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintena | 32 | 20 | 12 | | | | | | | | | | | | | 20 | 12 |
| Total: | 1035 | 155 | 861 | 1 | | 7 | 6 | | | 2 | 3 | | | | | 165 | 870 |

Prepared by: Kathy Baldridge, Human Resources Director Date: 8 /6 /2020

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

| Comes the | Affiant, <u>Promod B</u> | ishnoi | | | , and after | being first duly |
|----------------------|--------------------------|------------|------------|-----|-------------|-------------------|
| sworn, states under | penalty of perjury a | as follows | s : | | | |
| 1. His/her name | s Promod Bishno | oin | | | and he/she | is the individual |
| submitting the | proposal | or | is | the | authorized | representative |
| of Mountain Compre | hensive Care Cer | iter | | | , the | entity submitting |
| the proposal (herein | after referred to as | "Propose | er''). | | | |

- 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.
- 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.

| browned Brokersi | | |
|--|------------------|-------------------------------|
| STATE OF Kentucky | | |
| COUNTY OF Floyd | | |
| | | |
| The foregoing instrument was subscribed, sworn to an | d acknowledged l | pefore me |
| | | |
| by Promod Bishnoi | on this the | <i>5</i> [≁] ⁄⁄⁄ day |
| by Promod Bishnoi of August , 2020. | on this the | <u>5</u> +4 day |
| | | <u>5</u> ⁺ ⁄ √ day |

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 veterans, handicapped and aged persons. | s listed above that govern employment rights of minorities, women, Vietnam |
| framal Krishmai | Mountain Comprehensive Care Center |
| Signature | Name of Business |
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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

Firm Submitting Proposal: Mountain Comprehensive Care Center

Complete Address: 1060 Goodwin Dr., Lexington, KY 40505
Street City Zip

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

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

Email address: jackie.long@mtcomp.org



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #21-2020

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 opportunities under this proposal will strive to work with MBE, WBE or Veteran suppliers. We have so to MWDBE and Veteran owned be with us on employment services a | ent out requests usiness to work | ices. | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

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

| Mountain Comprehensive Care Center | Jacqueline Store | | |
|------------------------------------|--------------------------------|--|--|
| Company | Company Representative | | |
| August 6, 2020 | Director of Housing and Grants | | |
| Date | Title | | |



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 21-2020

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 | MW/DDE E II | Work to Be | Reason for the | Total Dollar | % Value of Total |
|-----------------------|----------------------------------|----------------------|----------------|--------------|----------------------------|
| MWDBE Company | MWDBE Formally Contracted/ Name, | Work to Be Performed | Substitution | Value of the | % value of 1 otal Contract |
| Name, Address, Phone, | Address, Phone, | renomieu | Substitution | Work | Contract |
| Email | Email | | | WOIK | |
| | Eman | | | | |
| 1. There are no sub | contracting | | | | |
| opportunities und | er this proposal. We | | | | |
| will strive to work | with MBE, WBE, DE | kF | | | |
| or Veteran suppl | iers. We have sent c | ut requests | | | |
| to MWDBF and | Veteran owned busin | ess to work | | | |
| | yment services and I | | | | |
| | | anguage connect. | | | |
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The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

| Mountain Comprehensive Care Center | Asometre Sing |
|------------------------------------|--------------------------------|
| Company | Company Representative |
| August 6, 2020 | Director of Housing and Grants |
| Date | Title |



MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #21-2020

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

| Company Name Mountain Comprehensive Care Center | | | Contact F Jacquelin | Person e S. Long | | | | |
|---|----------------|----------|------------------------|------------------------|--------------------|-------|---------|---|
| Address/Phone/Email | | | | Bid Package / Bid Date | | | | |
| 1060 Goodwin Dr., Lexington, KY 40505 | | | 21-2020/August 7, 2020 | | | | | |
| | | | | | | | | |
| • | | | | | | | | |
| | | | | | · · · | | | 1 |
| MWDBE Contact Co | ntact D | ate | Services | Method of | Total dollars \$\$ | MBE * | Veteran | ĺ |
| Company Addres Person Inf | formation Co | ontacted | to be | Communication | Do Not Leave | AA | | ĺ |

| MWDBE | Contact | Contact | Date | Services | Method of | Total dollars \$\$ | MBE * | Veteran |
|-------------------|-----------|-----------------------|------------------------|------------|---------------|--------------------|--------|---------|
| Company Addres | Person | Information | Contacted | to be | Communication | Do Not Leave | AA | |
| | | (work phone, | | performed | (email, phone | Blank | HA | |
| | | Email, cell) | | | meeting, ad, | (Attach | AS | |
| | | | | | event etc) | Documentation) | NA | |
| | | | | | | | Female | |
| | | | | | | | | |
| There are no s | | | | | | | | |
| opportunities u | | | | | | | | |
| will strive to we | ork with | MBE, WBE, | DBE | | | | | |
| or Veteran sur | pliers. \ | Ve have se | nt out requ | ests | | | | |
| to MWDBE an | d Vetera | n owned bu | siness to | work | | | | |
| with us on emi | oloymen | services ai | nd languag | e services | _ | | | |
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(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/NA= Native American)

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

| Mountain Comprehensive Care Center | Shorrely Stone | | |
|------------------------------------|--------------------------------|--|--|
| Company | Company Representative | | |
| August 6, 2020 | Director of Housing and Grants | | |
| Date | Title | | |



Date

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.

| East Main Street / I | | ington, KY 4050 | 07. | | | | | |
|---|--|--|--|---|--|---|------------------------------------|----------------------------------|
| Bid/RFP/Quote Total Contract A | | ed to Prime C | Contrac | tor f | for this Proj | ect | | |
| Project Name/ Contract # Permanent Housing Intensive Case Management Program | | | | Work Period/ From: | | | | To: |
| Company Name: Mountain Comprehensive Care Center | | | | Address: 1060 Goodwin Dr., Lexington, KY 40505 | | | | |
| Federal Tax ID: 61-0663787 | | | | Contact Person: Jacqueline Long, Director of Housing and Grants | | | | |
| Subcontractor Vendor ID (name, address, phone, email | Description of Work | Total Subcontract Amount | % of Total Contrac Awarde to Prim for this Project | ed ne | 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 su opportunities ur will strive to wo or Veteran supp to MWDBE and with us on emp | ider this prop rk with MBE, pliers. We ha Veteran owr | osal. We WBE, DBE <u>ve sent out r</u> ied business | to wor | k | ices. | | | |
| | | | | | | | | |
| By the signature bel of the representation prosecution under a | ns set forth belo | w is true. Any r | nisrepres | senta | tions may res | ult in the termina | ition of the co | |
| Mountain Comp Company | rehensive Ca | are Center | ([| Zymj | pany Repres | entative O | | |
| August 6. 2020 | | | Ì | Director of Housing and Grants | | | | |

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 21-2020 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 FUCG and showed evidence of contacting the companies on the list(s). Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively. _ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract. Selected portions of the work to be performed by MWDBE firms and/or

Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

| Date | Title |
|------------------------|---|
| August 6, 2020 | Director of Housing and Grants |
| Mountain Co Company | omprehensive Care Center Company Representative |
| | On many di Alan |
| false statement | |
| | ed acknowledges that all information is accurate. Any misrepresentations may result of the contract and/or be subject to applicable Federal and State laws concerning |
| | |
| | Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met. |
| | relevant to this requirement which is subject to approval by the MBE Liaison. |
| | <u>NOTE</u> : 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 |
| | participation. |
| | bidder has made reasonable good faith efforts to include MWDBE and Veteran |
| | Otherany other evidence that the bidder submits which may show that the |
| | Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries. |
| | insurance and/or bonding to satisfy the work requirements of the bid proposal |
| | Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, |
| | order to satisfy MWDBE and Veteran goals. |
| | provision shall be construed to require the bidder to accept unreasonable quotes in |
| | 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 |
| | 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 |
| | indicating that they would not be submitting a bid. |
| | 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 |
| | Included documentation of quotations received from interested MWDBE |
| | writing with a description as to why an agreement could not be reached. |
| | businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in |
| | Negotiated in good faith with interested MWDBE firms and Veteran-Owned |
| | own workforce |
| | into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its |
| | into economically fassible units to facilitate MWDRF and Veteran participation |

MBE/WBE/DBE certified and veteran owned businesses

Long, Jacqueline

Thu 8/6/2020 4:03 PM

To:ksiravo@crownservices.com <ksiravo@crownservices.com>;

Ms. Siravo:

Our agency is applying for funding through the Lexington Fayette Urban County Government for a program that will assist homeless persons in reaching housing stability. Through this program, we will be referring people out to employment services. Would your firm be interested in receiving referrals from this program?

Thank you,

Jackie Long

Jacqueline S. Long

Director of Housing and Grants

Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755(mobile)
jackie.long@mtcomp.org
Housing@mtcomp.org
www.mtcomp.org

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1 of 1 8/6/2020, 4:03 PM

MBE/WBE/DBE or veteran owned business

Long, Jacqueline

Thu 8/6/2020 4:06 PM

To:April@abacusservice.com <April@abacusservice.com>;

Ms. Szlaga:

Our agency is applying for funding through the Lexington Fayette Urban County Government for a program that will assist homeless persons in reaching housing stability. Through this program, we will be referring people out to employment services. Would your firm be interested in receiving referrals from this program?

Thank you,

Jackie Long

Jacqueline S. Long

Director of Housing and Grants

Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755(mobile)
jackie.long@mtcomp.org
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1 of 1 8/6/2020, 4:06 PM

RE: MBE/WBE/DBE Veteran Owned Firms

Cy Zack <cy@affordablelanguages.com>

Fri 8/7/2020 8:11 AM

To:Long, Jacqueline < Jackie.Long@mtcomp.org>;

We would be interested in partnering with you for this!

We can prove on-demand, over the phone and video remote interpreting. I think I spoke with someone from your organization about a year ago?

Either way, our platform and rates have changed. Would you like to schedule a call to discuss?

Let me know your availability.

Thanks,

Су

----Original Message-----

From: Long, Jacqueline < Jackie.Long@mtcomp.org>

Sent: Thursday, August 6, 2020 4:01 PM To: Cy Zack <cy@affordablelanguages.com> Subject: MBE/WBE/DBE Veteran Owned Firms

Dear Mr. Zack,

Our agency is applying for funding from the Lexington Fayette Urban County Government for a program that will provide intensive case management to homeless persons. We anticipate that some clients will have language barriers. Would your firm be interested in working with us in this venture should we received funding?

Thank you,

Jackie Long

Jacqueline S. Long
Director of Housing and Grants
Mountain Comprehensive Care Center
104 South Front Avenue
Prestonsburg, KY 41653
859-227-7755(mobile)
jackie.long@mtcomp.org<mailto:jackie.long@mtcomp.org>
Housing@mtcomp.org
www.mtcomp.org<http://www.mtcomp.org

1 of 2 8/7/2020, 8:36 AM

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2 of 2 8/7/2020, 8:36 AM

MBE/WBE/DBE Veteran Owned Firms

Long, Jacqueline

Thu 8/6/2020 4:00 PM

To:Cy@affordablelanguages.com <Cy@affordablelanguages.com>;

Dear Mr. Zack,

Our agency is applying for funding from the Lexington Fayette Urban County Government for a program that will provide intensive case management to homeless persons. We anticipate that some clients will have language barriers. Would your firm be interested in working with us in this venture should we received funding?

Thank you,

Jackie Long

Jacqueline S. Long

Director of Housing and Grants

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859-227-7755(mobile)
jackie.long@mtcomp.org
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1 of 1 8/6/2020, 4:00 PM

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 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.

- 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

08/05/2020



RFP-21-2020 Mountain Comprehensive Care Center Supplier Response

Event Information

Number: RFP-21-2020

Title: Permanent Housing Intensive Case Management Program

Type: Request For Proposal

Issue Date: 7/20/2020

Deadline: 8/7/2020 02:00 PM (ET)

Notes: ONLY ONLINE SUBMITTALS WILL BE ACCEPTED. PROPOSALS

MUST BE SUBMITTED IN THE RESPONSE SUBMITTAL TAB.

Contact Information

Contact: Sondra Stone

Address: Central Purchasing

Government Center Building

Room 338

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: sstone@lexingtonky.gov

Mountain Comprehensive Care Center Information

Contact: Promod Bishnoi, CEO Address: 104 South Front Avenue

Prestonsburg, KY 40509

Phone: (606) 886-8572

Email: promod.bishnoi@mtcomp.org

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

| Promod Bishnoi | promod.bishnoi@mtcomp.org | | | |
|----------------|---------------------------|--|--|--|
| Signature | Email | | | |
| | | | | |

Submitted at 8/7/2020 10:28:48 AM

Response Attachments

MCCC_2020LFUCG_ICM_Application.For Upload.pdf

Mountain Comprehensive Care Center complete application for Permanent Housing Intensive Case Management.