

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the 26 day of April, 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and, **COMMUNITY ACTION COUNCIL** with offices located at 710 West High Street, Lexington, Kentucky 40576 (hereinafter "Organization").

RECITALS

WHEREAS, the Government and Sponsor desires to implement a program to provide coordinated entry with the Lexington-Fayette County Continuum of Care with housing navigation services and intensive case management for those homeless individuals and families who have the most critical need for housing services;

WHEREAS, the Government and Sponsor solicited Requests for Proposals from public organizations and private non-profit organizations to provide this service through RFP 52-2017 Intensive Case Management with Coordinated Entry Housing Navigation Services;

WHEREAS, the Organization submitted a proposal which was deemed by the Government and the Sponsor to be the best and most responsive proposal to implement the Intensive Case Management with Coordinated Entry Housing Navigation Services program.

WITNESSETH

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

1. Government hereby retains Organization for the period beginning on July 1, 2018, and continuing for a period of twelve (12) months. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing the Organization with at least (30) days advance written notice of termination.
2. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - (a) Exhibit "A" – RFP #52-2017, consisting of 39 pages;
 - (b) Exhibit "B" – Organization's Formal Proposal to RFP #52-2017, consisting of 67 pages.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by the provisions of RFP #52-2017 (Exhibit "A"), and Organization's Formal Proposal (Exhibit "B").

3. Government shall pay Organization the sum of **One Hundred Seventy-Six Thousand, One Hundred and Fifty-Nine dollars (\$176,159.00)** for the services required by this Agreement, said services being more particularly described in pages 2 through 24 of Exhibit B attached, with one-fourth (1/4th) payable at the time of execution of this Agreement and one-fourth (1/4th)

payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of October, January, and April during the term of the Agreement. Both reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
5. Organization shall perform all duties and services included in Exhibit "B" attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim

or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.
7. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the Exhibits attached hereto.
8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.
10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

12. Organization expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.
13. This Agreement and the documents, incorporated herein, contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.
14. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:
 - A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
 - B. Investment Funds Management: The governing board may elect to either:
 - (1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or
 - (2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

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

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

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

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

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the “prudent man” investment rule as well as general trust law.

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

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

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

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

For Organization:

Community Action Council
710 West High Street
Lexington, KY 40507

Attn: Malcolm Ratchford

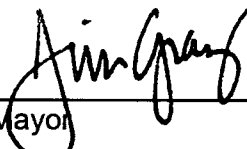
For Government: Lexington-Fayette Urban County Government
101 East Vine Street
Lexington, Kentucky 40507

Attn: Polly Ruddick, Director
Office of Homelessness
Prevention & Intervention

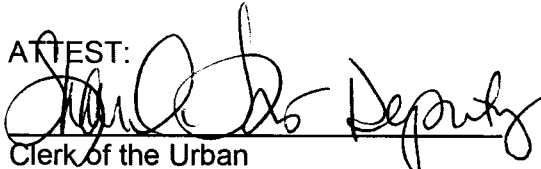
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,
Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Community Action Council

BY: 
Jim Gray, Mayor

BY: 
Title, Malcolm Ratchford, Executive Director

ATTEST:

Clerk of the Urban
County Council

MAYOR JIM GRAY



LEXINGTON

POLLY RUDDICK
DIRECTOR
HOMELESSNESS PREVENTION & INTERVENTION

Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #XX-XXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 15, 2018**.

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 #XX-XXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

If mailed, the envelope must be addressed to:

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

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

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



The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) 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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.



2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated cost of services

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

Questions shall be addressed to:

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



Affirmative Action Plan

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

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

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

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

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



AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page



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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 2017.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature _____

Name of Business _____

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____
(Name and Title)

Date: ____/____/____
Revised 2015-Dec-15





LEXINGTON

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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



Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses 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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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 and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated 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 subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.



- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
 - j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.



- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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





LEXINGTON

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
859-258-3323

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

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

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

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

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



In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428





LEXINGTON

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

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

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

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

Company

Company Representative

Date

Title





LEXINGTON

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

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

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

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

Company

Company Representative

Date

Title





LEXINGTON

MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference # _____

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

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

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





LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title



LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____

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

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



participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

Company

Company Representative

Date

Title



GENERAL PROVISIONS

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

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

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



brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

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



services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

- (1) 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. 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.
20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date



Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____





LEXINGTON

**Innovation and Sustainable Solutions to Homelessness Fund
REQUEST FOR PROPOSALS**

**Intensive Case Management/Housing Navigation Program
(ICM)**

Purpose

LFUCG's Office Homelessness Prevention and Intervention provides financial support to new innovative programs that implement research-based best practices to prevent and reduce homelessness in Lexington. The purpose of this Request for Proposals is to solicit proposals for Intensive Case Management Services with Coordinated Entry Housing Navigation (ICM) services in the Lexington Continuum of Care (CoC).

Instructions

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

Proposal Deadline – 2 P.M. OF MONDAY, January 16, 2018

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

For More Information:

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



1.0 GENERAL INFORMATION AND SCOPE

1.1 Background

After the CoC's successful implementation of One Door Lexington their Coordinated Entry System (CES) in the Lexington Continuum of Care (CoC) it became apparent that there is one gap component of CES – intensive case management with housing navigation prior to housing placement. The Lexington CoC has recognized the need for an ICM program to eliminate or lower bureaucratic hurdles so that people can move from the streets, and/or, emergency shelters into housing as quickly as possible. The chief function of the intensive case managers is to bridge the gap between homelessness and stable housing by connecting people to permanent housing solutions.

This connection involves addressing individual and structural barriers to housing, supporting the individual, and maintaining strong, sustainable relationships with landlords, property owners, and leaders in the community, as well as, becoming familiar with local housing processes and requirements. ICM managers will be an integral part of the Lexington CoC's Coordinated Entry System including the facilitation of by-name list, case conferencing meetings, outreach to housing providers, conducting assessments in areas of need, as well as, continuous data quality improvement for data measurement.

In partnership with the OHPI, this RFP seeks to design a provider-neutral ICM program to navigate the most critical homeless individuals on the CoC's prioritization list into permanent housing quickly. The request for proposals will focus on intensive case management prior to permanent housing placement. Ongoing case management post housing placement will continue with these funds.

Other recommendations for the program design may include:

1. Conducting targeted assessments in the community for individuals/families experiencing homelessness;
2. KYHMIS input for individuals/families as related to coordinated entry for those agencies without access to the system;
3. Prioritization of highly vulnerable individuals/families for housing resources;
4. Maintenance of real-time listing of housing units and vacancies for homeless individuals/families;
5. Maintenance of real-time by-name listing of individuals/families prioritization for housing;
6. Facilitate case conference teams to coordinate individuals/families experiencing homelessness with permanent housing and other necessary supports;



7. Advocating with prospective landlords;
8. Services ranging from assisting with acquiring the right documentation to knowing what properties currently has vacancies;
9. Advocating for clients with prospective landlords and viewing apartments with clients (including transportation);
10. Marketing to identify landlords and build inventory; and
11. Be an integral component of the continuum of care for homeless services in Lexington.

2.0 GENERAL PROVISIONS

2.1 Purpose

The LFUCG is accepting proposals from qualified organizations/businesses/individuals for one-time homelessness prevention and intervention funding. This request for proposals is specifically to solicit proposals to implement housing navigation services for people experiencing homelessness in Lexington-Fayette County. By responding to this RFP proposers agree to collaborate fully with LFUCG and/or its designee to perform the proposed tasks.

2.2 Funding Period

The funding period for this program is one (1) year but proposals could reflect a longer timeline in order for full implementation and evaluation of the program. The LFUCG intends to award only one organization for an amount to be agreed upon between the LFUCG and the selected applicant.

2.3 Match/Leverage

The funding period is for one (1) year to begin on July 1, 2018. The intent of this allocation is to provide funding for startup and operation of an ICM program including all necessary collaboration with other providers and public entities. LFUCG will conduct ongoing evaluation of the program to determine effectiveness including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

Additionally, the successful proposer will be expected to seek additional resources for the project – public or private – to serve as match or leverage and extending the reach of LFUCG support.



Cash match is defined as public or private funds allocated directly to the operation of the proposed project. For example, a \$200 private donation used to purchase supplies is *cash match* of \$200.

Leverage is defined as goods or services provided directly for the benefit of the proposed project and/or its participants. For example, a donation of backpacks valued at \$200 is a *leverage* of \$200. Both types of project contributions must be documented in quarterly and annual financial reports to LFUCG. Failure to meet match/leverage requirements as outlined here may result in loss of the grant award and will impact competitiveness for future LFUCG funding.

2.4 Proposal Submission

In order to be considered, proposals must be received by the January 16, 2018, deadline. The proposal must respond to each of the required narrative questions to be complete.

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

2.5 Acceptance/Rejection of Applications

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

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

2.6 Requests for Clarification

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



3.0 FUNDING PROCESS

3.1 Timeline

Completed proposals are due no later than 2 p.m. on Monday, January 16, 2018, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than March 2018. This timeline is subject to change without notice.

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

3.2 Evaluation

Proposals will be evaluated by a neutral panel including LFCUG staff and third-party reviewers selected by the OHPI who have some expertise in the field of human services but no affiliation with any applicant. This panel will be referred to as the Program Evaluation and Performance Committee. The scoring criteria are outlined in Section 5.0 Evaluation.

3.3 Selection

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



4.0 PROPOSAL FORMAT

The Proposer must submit one (1) master (hardcopy), (2) electronic versions in .PDF format on a flash drive and nine (9) duplicates (hardcopies) of their proposal for evaluation purposes. A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
 - Organization or Lead Applicant Name and Authorized Representative
 - Organization or Lead Applicant Address, Phone Number and E-mail
 - Title of proposed project
 - Brief summary of proposed project (250 words or less)

- Project Narrative responding to each of the evaluation criteria described in Section 5.0 and utilizing format described below (10 pages or less)
 - Double spaced
 - Single sided
 - Times New Roman 12-point font with 1-inch margins
 - Page numbers in bottom right corner

5.0 EVALUATION

5.1 Program Proposal and Design – Scope of Work (40 points)

Responses to the RFP at a minimum should:

- A. Describe how the program creates new levels of service in Lexington through provision of ICM with housing navigation services to people experiencing homelessness;

- B. Clearly demonstrate how the proposer is a lead entity for a program that is broad based, neutral and inclusive. Effective housing navigation will require multiple organizations and disciplines and so it is anticipated that any successful program will incorporate a team of people and providers working together toward a set of common goals;

- C. Describe how the partner will remain a provider neutral ICM program;

- D. Describe in general location and capacity of program;

- E. Describe the operational processes to fulfill the following expectations:
 - a. Conducting targeted assessments in the community for individuals/families experiencing homelessness;



- b. KYHMIS input for individuals/families as related to coordinated entry for those agencies without access to the system;
 - c. Prioritization of highly vulnerable individuals/families for housing resources;
 - d. Maintenance of real-time listing of housing units and vacancies for homeless individuals/families;
 - e. Maintenance of real-time by-name listing of individuals/families prioritization for housing;
 - f. Facilitating case conference teams to coordinate individuals/families experiencing homelessness with permanent housing and other necessary supports;
 - g. Advocating with prospective landlords;
 - h. Ranging in assisting with acquiring the right documentation to move into housing, to knowing what properties currently has vacancies; and
 - i. Advocating for clients with prospective landlords and viewing apartments with clients (including transportation) if needed.
- F. Describe the marketing efforts after the program has been established. Marketing tactics should aim to maintain and secure additional funding sources, obtain and retain landlords, continue public and provider support, and update the community as well as keep stakeholders on the program's overall progress.

5.2 Experience and Qualifications, Organizational Capacity (10 points)

Responses to the RFP at a minimum should:

- A. Describe the responding organization's mission and how that aligns with the ICM program goals;
- B. Provide a general description of the organization's experience in areas of homelessness and housing, including developing and/or implementing case management/housing navigation programs;
- C. Provide specific examples of relevant programs completed including a description and resulting deliverables;



- D. Provide specific examples of existing partnerships and collaborations that will be leveraged to implement a successful program;
- E. Describe program staffing as well as each staff member's role and/or function in the program. Applicants may divide the program responsibilities, as long as, all outlined above are covered and they may apply for various partial or full FTE equivalents as they see fit;
- F. Identify the team members or positions (if vacant or undetermined) that will work directly on the program and attached relevant resumes, CV, and/or position descriptions; and
- G. Identify a team leader to serve as liaison with the OHPI as well as any other employees or contractors expected to support the program.

5.3 Timeline (10 points)

Assume a start date of July 1, 2018 and provide a timeline of activities.

Responses to the RFP at a minimum should include, for each timeline step:

- A. Action Step, anticipated start and finish dates and responsible parties; and
- B. Identification of any actions the proposers will require of the OHPI staff members including meetings, identification of stakeholders, collection and sharing of data, etc.

5.4 Program Sustainability, Cost and Overall Program Budget (20 points)

Responses to the RFP at a minimum should:

- A. Describe the other private/public funding sources projected to be used for sustainability. Proposers are not required to list specific funder names;
- B. For each category, identify the amount requested, the amount to be provided through cash match (if applicable), and the amount to be leveraged through other programs or organizations (if applicable).
- C. *Personnel* – Identify each position allocated to the grant, role in the project and percentage of FTE allocated.



- D. *Fringe Benefits* – Include the organization’s fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.
- E. *Equipment* – Describe any equipment needed for the project such as a tablet for conducting VI-SPDAT assessments in the field. Clearly identify one-time expenses versus ongoing expenses.
- F. *Travel* – Include anticipated amount of travel and mileage reimbursement rate. If out-of-area travel is proposed, identify its purpose and relevance to the program.
- G. *Contractual* – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization at no additional cost (as leverage) should be included in other line items.
- H. *Operating Expenses* – Break down costs associated with supplies, office space, contracts for supportive services, KYHMIS expenses, and any other expense associated directly with the operation of the project. For each item identify the category, such as “KYHMIS License,” and a brief justification of the amount requested.
- I. *Indirect Costs* – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. Budgets should reflect all program revenue and expenses.

The LFUCG ICM grant funds may not be used for housing expenses such as deposits, rent, utilities, application fees, etc.

- J. It is the goal of OHPI is to ensure this project continues to operate as long as it produces results. However, funding in the Innovative & Sustainable Solutions to Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award. Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.



5.5 Program Outcomes and Performance Measures (20 Points)

Responses to the RFP at a minimum should:

- A. Describe data elements that will be collected and retained. Attach form(s) if developed;
 - a. Describe collection and retention methods, i.e. KYHMIS
- B. Describe outcome data and tracking mechanisms. Attached form(s) if developed;
 - a. Describe collection and reporting methods, i.e. KYHMIS
- C. Describe any other measures and methodology that will be used to evaluate program outcomes.





EXHIBIT B

January 11, 2018

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

Dear Director,

Please accept this proposal from Community Action Council, a response to Lexington-Fayette Urban County Government's RFP #52-2017 Intensive Case Management with Coordinated Entry Housing Navigation Services Request for Proposal. Included in this submission are the required signed documents from the Council's Executive Director and Director of Human Resources. These documents are presented in the order in which they appeared in the RFP: Affidavit, Equal Opportunity Agreement, Workforce Analysis Form, Affirmative Action Acknowledgement, LFUCG MWDBE Participation Form, LFUCG MWDBE Quote Summary Form, LFUCG Statement of Good Faith Efforts; and General Provisions. In addition, the Council has included in the attachments job description(s), resume(s), and support letters from local community partners. Thank you for the opportunity to submit this proposal. If you have questions concerning our submission, I will be happy to answer them.

Sincerely,

A handwritten signature in black ink, appearing to read "Malcolm J. Ratchford".

Malcolm J. Ratchford, CCAP
Executive Director
Community Action Council
P.O. Box 11610 (710 West High Street)
Lexington, KY 40576
859-244-2212
malcolm.ratchford@commaction.org



Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
malcolm.ratchford@commaction.org

MEMORANDUM

DATE: January 04, 2018

TO: Michele Lee, Chairperson (via email)

FROM: Malcolm Ratchford, Executive Director

COPY: Strategic Leadership Group (via email)
Sharon Price
Steve Amato (via email)
Fiscal
Front Desk – 710 (via email)

RE: Planned Absence, January 08-12, 2018

I will be out of the office from January 08-12, 2018 attending the Management and Leadership Training Conference at Houston, Texas.

Sharon Price, Director of Child Development, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council during this absence.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that he has been authorized to act on my behalf.

A handwritten signature in black ink, appearing to read "M. Ratchford", written over a horizontal line.

Malcolm Ratchford
Executive Director

Organization and Lead Applicant: Community Action Council
Authorized Representative: Malcolm J. Ratchford, Executive Director
Address: P.O. Box 11610, Lexington, KY 40576
Phone: 859-233-4600
Email: Malcolm.Ratchford@commaction.org
Title of Proposed Program: Intensive Case Management and Housing Navigation

Project Summary: Community Action Council (the Council)'s Intensive Case Management and Housing Navigation (ICMHN) program is comprised of two key components: Coordinated Entry Housing Navigation Services (HNS), a community-wide initiative to oversee and expand Lexington's Coordinated Entry System; and provision of Intensive Case Management (ICM) for those individuals and families who have the most critical need for housing services. Although each component of ICMHN will operate independently, significant cross-collaboration will be essential for ensuring a comprehensive, inclusive and broad-based program that addresses the needs of persons experiencing homelessness and the wider community.

The HNS component will operate as an integral element of Coordinated Entry system. HNS will maintain the By-Name Prioritization and housing resource availability lists; participate in case conferencing meetings; conduct community outreach to housing and community resource providers, as well as marketing and outreach to landlords and the local business community; conduct assessments and prioritize housing resource placements; and undertake continuous data quality improvement efforts in collaboration with OHPI.

The ICM component will target services to approximately 45 households annually that are identified on the Coordinated Entry by-name list (BNL) as having the most critical need for services based on length of homelessness and acuity. The ICM component will operate with a team-based approach, utilizing a designated ICM Team—including the Team Coordinator (ICMTC) and Peer Support Specialist (PSS)—as well as representatives from appropriate community providers. This team approach will ensure that households receive a full complement of individualized services, addressing their needs by providing them with appropriate resources to overcome barriers and transition to permanent, stable housing as rapidly as possible. Other ICM services will include landlord advocacy; facilitation of case conferencing, as needed; and assisting participants in obtaining necessary eligibility documentation.

5.1 Program Proposal and Design – Scope of Work

5.1.1 Community Action Council (the Council)'s Intensive Case Management and Housing Navigation (ICMHN) program seeks to address the gap in pre-placement case management services identified by Lexington's Continuum of Care (CoC). During the time period between referral to the Coordinated Entry System (CES) By-Name List (BNL) and placement in a permanent housing solution, households may become disconnected from local service providers. The ICMHN program seeks to minimize this dislocation, particularly for the most vulnerable households on the BNL. Introducing a new level of Intensive Case Management (ICM) and providing Coordinated Entry Housing Navigation Services (HNS) prior to program entry is intended to shorten the length of time spent in homelessness by helping participants eliminate barriers, develop individualized goal plans, obtain necessary eligibility documentation, and navigate Lexington's full spectrum of supportive services and mainstream resources.

5.1.2 The Council has a long and successful history of cultivating and maintaining strong partnerships with local service providers, such as the Hope Center, New Beginnings, Divine Providence, Inc., Lexington Housing Authority, and Arbor Youth Services. Support letters from these entities have been included in this application. Relationships with these and other local community partners will ensure a team-based approach, an essential ingredient in providing comprehensive, inclusive and broad-based programming that addresses the full spectrum of needs of participants.

5.1.3 The Council understands that the ICMHN program must be provider-neutral to effectively address homelessness. The design of ICMHN includes elements that ensure that no housing resource providers, including the Council, will receive undue weight when making participant referrals, conducting case management, or coordinating services. The Council will

work in close consultation with OHPI to incorporate Lexington’s existing CoC CES Policies and Procedures. Within this framework, the Housing Navigation Coordinator (HNC) will be responsible for maintaining the BNL and Housing Resource Availability List (HRAL), which will be accessible to all providers at all times, and there will be full transparency and documentation throughout the process of making referral determinations and related decisions. Program staff will be assigned solely to ICMHN and will not be assigned duties in any other housing programs operated by the Council, though in the course of their own duties they may occasionally work with staff assigned to these programs to meet ICMHN participant needs.

5.1.4 ICMHN will have dedicated office space at the Council’s West End Community Services center, located at 913 Georgetown Street. However, due to the nature of the program, ICMHN staff will be highly mobile to meet participants at locations that are most convenient and comfortable for them, including emergency shelters, public spaces, and other locations. Upon award, the Council will seek to establish a formal colocation arrangement with non-HMIS participating agencies in order to be more accessible to households seeking services and to conduct outreach. The Council anticipates enrolling up to 45 households annually in ICM.

5.1.5 a-i The Navigator (AmeriCorps Member)—under the supervision of the HNC—will conduct initial housing intake assessments using the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) for individuals and families in need of housing assistance who enter the CES through the Council or non-HMIS participating agencies. As mentioned previously, the Council intends to formalize colocation agreements with these agencies to allow for designated work space in their facilities, as needed. Once the VI-SPDAT has been completed, the Navigator or HNC will enter all required information into the KYHMIS system.

Additionally, non-HMIS participating agencies may submit a *Coordinated Entry Inclusion* form

to the HNC for inclusion in KYHMIS. The HNC will be charged with ensuring, via periodic review, that data for all ICMHN participants is entered into KYHMIS speedily and accurately. Vulnerability will be assessed according to length of time spent in homelessness and acuity as measured by the VI-SPDAT at intake, followed by disability status and shelter/transitional housing residency. The HNC will maintain ongoing contact with providers and will be responsible for staying abreast of all eligibility requirements and internal prioritization protocols. Housing resource providers will be responsible for notifying the HNC of any forthcoming vacancies (immediate, within 15 days, and within 30 days) via email each week. The BNL will be updated at least every 30 days, or whenever a referral to an available housing resource is made, whichever comes first. In all cases, the prioritization process, including access to the BNL and HRAL, will be transparent and open to review and comments by OHPI and other housing providers.

One of the primary goals of ICMHN is to assist participants in obtaining the necessary documentation for referral to an available housing resource, such as identification and social security cards; birth certificates; documentation of homelessness; proof of income, if any; and documentation of disability. ICMHN staff will be knowledgeable of the processes for applying for and obtaining these documents and, as needed, will refer participants to legal assistance services. As a result of this focus, the Council intends to implement an additional prioritization category for participants in this and other programs identified as “document ready” for a housing placement referral, in order to streamline and shorten the referral and placement process.

The broader role of the ICMTC will be to work alongside households to develop individualized goal plans and to facilitate interactions and relationships between the participants and other entities—including government agencies, service providers, and prospective landlords—that will

enable them to achieve their housing and other goals. ICMHN staff will provide transportation assistance to enable participants to meet their goals as needed, including accompanying participants to view possible housing units and advocating with landlords on their behalf.

The Intensive Case Management Team Coordinator (ICMTC), under the supervision of the Programs Manager, will coordinate and facilitate case conference meetings. Case conferences will include ICMHN staff, as well as representatives from local services providers. Case conferences will allow for the coordination of needed services and identification of potential solutions to individual barriers on behalf of the most vulnerable households.

Finally, the ICMHN program will host quarterly Housing Provider Forums, which will be the primary vehicle through which ICMHN will advocate with landlords to assist in addressing homelessness in the community. The Council will invite landlords, housing developers, realtors, and business owners, as well as other social service and community providers, to identify housing opportunities and resources, facilitate general networking and information sharing, and build a strong network for devising collective strategies to end homelessness in the community.

5.1.6. The Council will continually market the ICMHN program to ensure it has ample resources and community support to fulfill its purpose, as well as to communicate its activities to the public. In collaboration with OHPI and the local CoC, ICMHN will utilize posters and other materials at key points of entry into the CES to promote maximal accessibility and inclusion. ICMHN staff will develop and distribute simple literature about ICHMN for businesses, other institutions, and the public to explain its purpose and provide contact information.

5.2 Experience and Qualifications, Organizational Capacity

5.2.1. As its mission states, “Community Action Council prevents, reduces and eliminates poverty among individuals, families and communities through direct services and advocacy.”

The Council's mission aligns directly with the goals of the ICMHN program as it is focused on providing a continuum of services—including housing assistance, crisis financial assistance, school readiness, youth development, workforce development, and employment assistance—to assist individuals and families in achieving long-term self-sufficiency through a collaborative network of service providers and community stakeholders.

5.2.2.-5.2.3 The Council has ample experience in providing housing assistance, case management, and supportive services to households with multiple housing barriers. For example, the Council currently operates the Project Independence-Rapid Rehousing Program (PI-RRH) within the Lexington CoC. From 2011 to 2016, this program operated as a transitional housing program to provide permanent housing assistance and supportive services for unaccompanied adults experiencing chronic homelessness and having a disabling condition. For over 12 years the Council has operated the Continuum of Care program in Bourbon, Harrison and Nicholas counties, providing subsidized permanent housing and supportive services for individuals experiencing homeless and for disabled individuals and families. The Permanent Housing Bonus Initiative program began operation in 2013, providing housing and supportive service for disabled households within Bourbon, Harrison and Nicholas counties while partnering agencies provide the same services in the remainder of the Region 6 CoC.

The Council's housing programs have demonstrated consistent success on multiple measures. For example, over the past three years, over 90 percent of participants in the Council's full complement of permanent supportive housing programs have exited to or maintained permanent housing. During the past year, over 30 percent of participants in these programs have gained or increased their total income; over the two prior years, over 40 percent of participants obtained or maintained their income. During the first year of the Project Independence-Rapid Re-housing

program the average length of time for participants to obtain permanent housing (from program entry to lease signing date) was 50 days.

5.2.4. As discussed in section 5.1.2, the Council continually collaborates with other agencies on an ongoing basis to provide wraparound supportive services. Through Lexington's CES, the Council works with OHPI and many other housing providers to provide resources to individuals and families experiencing homelessness. The Council maintains relationships with private property owners to encourage them to accept participants referred to the Council through the CES with or without income as tenants at their properties. Lastly, the Council regularly makes referrals to other service providers such as DCBS, Jubilee Jobs, God's Pantry, and others to connect participants to services that assist them in meeting basic needs and maintaining housing. These existing relationships will be leveraged to strengthen the ICHMN program, particularly by enabling efficient referrals for supportive services and housing resources.

5.2.5-5.2.7 Job descriptions and/or resumes are included in the attachments of this application. Mr. Marty Jones, Programs Manager, will provide program oversight and staff supervision and will continue to act as the liaison between the Council and OHPI, in collaboration with the HNC. The Intensive Case Management Team Coordinator will be responsible for provision and oversight of ICM services; landlord outreach and advocacy; case conference facilitation; and assisting participants in acquiring eligibility documentation. The Housing Navigation Coordinator will maintain and facilitate the BNL and HRAL; make referrals to appropriate housing resource providers; participate in case conferencing and landlord recruitment; and ensure active collaboration with the Lexington CoC. The Peer Support Specialist will conduct outreach; assist in landlord recruitment and partnership development; provide housing navigation services; assist participants in goal planning; and aid them in developing independent life skills

and meeting basic needs. Finally, the Navigator will conduct VI-SPDAT assessments in the field and will participate in landlord recruitment and community outreach.

5.3 Timeline

Action Steps	Related Activities	Staff	Timeline/ Milestones
Program Start-up	<ol style="list-style-type: none"> 1. Establish fiscal/program oversight, finalize MOU 2. Advertise for, hire and train staff 3. Develop/implement data tracking tools 4. Identify and enroll project participants 	<ol style="list-style-type: none"> 1. PM 2. PM, HR 3. PM, OHPI 4. Program staff 	<ol style="list-style-type: none"> 1. Upon Award 2. May-July 2018 3. Upon Award, ongoing 4. Sept. 1, 2018
Coordinated Entry Housing Navigation Services (HNS)	<ol style="list-style-type: none"> 1. Host Housing Provider Forum(s) 2. Make referrals to ICMHN/available housing resources 3. Facilitate Case Conference meetings 4. Maintain up-to-date HRAL and BNL 5. Review KYHMIS for data completeness 	<ol style="list-style-type: none"> 1. Program Staff, OHPI 2. HNC, OHPI 3. Program staff 4. HNC 5. HNC, OHPI 	<ol style="list-style-type: none"> 1. July 2018, ongoing 2. July 2018, ongoing 3. Sept. 2018, ongoing as needed 4. July 2018, ongoing 5. Monthly
Intensive Case Management (ICM)	<ol style="list-style-type: none"> 1. Conduct intake and VI-SPDAT 2. Connect participants to services 3. Track and record goal plan progress 4. Assist participants in obtaining eligibility documentation 5. Facilitate Case Conference meetings 	<ol style="list-style-type: none"> 1. Navigator 2. ICM Team 3. ICM Team 4. ICM Team 5. Program staff 	<ol style="list-style-type: none"> 1. Sept. 2018, ongoing 2. Sept. 2018, ongoing 3. Sept. 2018, ongoing 4. Sept. 2018, ongoing 5. Sept. 2018, ongoing as needed

PM=Program Manager; HR=Human Resources; HNC=Housing Navigation Coordinator; ICM Team=Intensive Case Management Team; OHPI=Office of Homelessness Prevention and Intervention.

5.4 Program Sustainability, Cost and Overall Program Budget

5.4.1-5.4.9 TOTAL BUDGET - \$176,159

Personnel Costs - Budget \$77,841 to fund salaries for program personnel as follows: (1)

Housing Navigation Coordinator (HNC) - \$37,514 for 1.0 FTE at an average salary of \$17.97 per hour for up to 40 hours per week, commensurate with experience. 100% funded by the ICMCEHNS grant through OHPI for 12 months. (2) Intensive Case Management Team

Coordinator (ICMTC) - \$37,514 for 1.0 FTE at an average salary of \$17.97 per hour, for up to 40 hours per week, commensurate with experience. 100% funded by the ICMCEHNS grant through OHPI for 12 months. (3) Programs Manager (PM) - \$2,813 for 0.05 FTE at an average salary of \$56,251, or \$26.94 per hour, commensurate with experience. 100% funded by the ICMCEHNS

grant through OHPI for 12 months. Please see section 5.2.5-5.2.7 for a full description of roles and responsibilities.

Fringe Benefits - Budget \$25,455 including: FICA - \$5,955 paid at 7.65 percent of gross wages for employees' Social Security (FICA); Workers Compensation - \$3,937 paid at state rates for varying classes and budgeted at approximately 5.22 percent of gross wages; Pension - \$3,226 paid at 8.0 percent of gross wages for staff who have been employed at the Council for one year and have worked at least 1,000 hours in that year; Health Insurance - \$11,824 paid to provide coverage for staff enrolled in the Council's qualified health plans, with Employer monthly contributions of \$259 for single coverage, \$370 for employee & child coverage, and \$547 for family coverage; Life Insurance - \$217 paid at 0.24 percent of gross wages; and Disability Insurance - \$296 paid at 0.38 percent of gross wages.

Equipment - Budget \$0. The Council does not anticipate incurring costs for equipment purchases exceeding \$5,000.

Travel - Budget \$3,270 to provide mileage reimbursement for program staff for travel necessary for direct program operations. Budgeted at the Council's current mileage rate of \$.545 for 1,200 miles annually.

Contractual - Budget \$6,500 to fund the site match for one AmeriCorps Member (Navigator).

Operating Expenses - Budget \$44,079 to support the following expenses: (1) Stipends - Budget \$18,200. To provide a weekly stipend in the amount of \$350 for one Peer Support Specialist (PSS). (2) Office Supplies - Budget \$5,400 - to fund the one-time purchase of one desktop and three laptop computers at a cost of \$1,200 per unit, as well as \$600 annually, or approximately \$50 per month, for office supplies such as desk organizers, pens, pencils, paper, and post-it notes, etc. (3) Client Benefits Expense - Budget \$4,050 to provide transportation assistance in the

form of bus passes, at a total cost of \$90 for up to 45 households. (4) Insurance and Bonding - Budget \$1,179 to provide insurance coverage for employees operating within the program. Costs are budgeted at approximately \$575 per FTE. (5) KYHMIS License Fees - Budget \$1,200 to provide for the costs of four KYHMIS licensure fees for program staff at a cost of \$300 per license. (6) Other - Budget \$1,300 to provide meeting expenses landlord recruitment forums; and \$1,000 for training expenses for program staff. (7) Shared Costs - Budget \$12,750 to cover the costs related to communications and information technology expenses for program staff. Shared cost expenses include costs of a Wide-Area Network, IT equipment, software, internet access, maintenance and support staff, and cellular and hot spot services for the program; an allocated share of Human Resources and Internal Training per the cost allocation plan; and the portion of costs related to office space, ongoing repair, maintenance, utilities and upkeep of facilities utilized by program staff.

Indirect Costs - Budget \$19,015 to provide for the portion related to the program for administrative functions as approved by the Indirect Cost Rate Agreement. Calculated at the rate of 12.1 percent of direct expenses.

5.4.10. The Council intends to pursue a Supportive Services Only (SSO) grant in the next CoC funding cycle to support the operations of the program as described in this application. The Council further intends to apply for other suitable funding sources as they become available to support or augment this program. Examples of other funding sources include the Thomas R. and Betty R. Bryant award through the Blue Grass Community Foundation; Extended Social Resources funding through LFUCG; and other local and national foundation grants. Finally, the Council will continue to pursue private resources and funding support through charitable giving and collaborations with other social service providers, similar to the Give Kids a Home

partnership between the Council, Fayette County Public Schools and Divine Providence Inc.

5.5 Program Outcomes and Performance Measures (20 Points)

5.5.1-5.5.2. The Council’s outcome measures for the proposed ICMHN program will be based on CoC System Performance Measures as defined by HUD. The table below outlines how ICMHN staff will track, report, and evaluate outcome data for each participating household.

Outcome measure	Definition	Data collected/ reported	Target
Length of Time Persons Remain Homeless (HNS)	Date of CE intake to date of referral/exit to permanent housing	Duration on BNL (date of intake to date of referral/ exit to permanent housing)	Year 1 – 90 Days Year 2 – 75 Days Year 3 – 60 Days
Length of Time Persons Remain Homeless (ICM)	Date of ICMHN entry to date of exit to permanent housing	KYHMIS – date of ICMHN entry to date of exit to permanent housing	Year 4 – 45 Days Year 5 – 30 Days (Average and Median)
Number of Homeless Persons (HNS)	Number of households listed on CE	BNL – number of entries at start and end of each program year	Reduction of 5 percent from start Year 1 to end Year 3
Employment and Income Growth for Homeless Persons (ICM)	Percentage of adults who obtain or increase employment, or non-employment income	Income reported at intake; income reported during periodic case management reviews and/or upon exit	Year 1 – 10 percent Year 2 – 20 percent Year 3 – 30 percent
Successful Placement in or Retention of Permanent Housing (HNS)	Percentage of households exiting CE to permanent housing	KYHMIS – destination reported at exit	Year 1 – 60 percent Year 2 – 70 percent Year 3 – 80 percent
Successful Placement in or Retention of Permanent Housing (ICM)	Percentage of households who successfully exit to permanent housing	KYHMIS – destination reported at exit	Year 1 – 70 percent Year 2 – 75 percent Year 3 – 80 percent

5.5.3. Beyond measuring increases in employment and non-employment cash income as described in the table above, ICMHN intends to track the discrete steps taken by participants to increase income. These would include: initiating an application for SSI/SSDI benefits; beginning the process for reinstatement of previously lost benefits; obtaining necessary documentation for employment; and establishing connections with employers, employment assistance programs, and/or vocational rehabilitation programs. The Council intends to develop and utilize its own data tracking tools to measure progress toward program-defined outcomes for ICMHN, apart from the routine tracking of relevant data within the KYHMIS system.



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
HOUSING NAVIGATOR PROGRAM

BUDGET FY2018-19

July 1, 2018 - June 30, 2019

HOUSING NAVIGATOR

		FY2018-19 Budget
Revenue		
1000	REVENUE	
9999	N/A	
4331	LFUCG REVENUE	<u>176,159</u>
Total N/A		<u>176,159</u>
Total REVENUE		<u>176,159</u>
Total Revenue		176,159
 Expense		
4050	PROGRAM OPS	
9999	N/A	
6000	SALARY EXPENSE - PERMANENT	75,218
6110	FICA EXPENSE	5,955
6120	WORKERS COMPENSATION EXPE	3,937
6130	PENSION EXPENSE	3,226
6140	HEALTH INSURANCE EXPENSE	11,742
6150	LIFE INSURANCE EXPENSE	217
6170	DISABILITY INSURANCE EXPE	296
6180	K125 CAFETERIA PLAN EXPEN	82
6190	ACCRUED LEAVE	2,624
7100	IN-AREA TRAVEL EXPENSE	3,270
7110	MISC SUPPLIES	4,800
7120	OFFICE SUPPLIES EXPENSE	600
7130	CONTRACTS EXPENSE	6,500
7200	INSURANCE & BONDING EXPEN	1,179
7291	TRAINING EXPENSE	1,000
7308	HMIS EXPENSE	1,200
7382	MEETING EXPENSE	300
7500	CLIENT BENEFITS EXPENSE	4,050
7515	STIPEND	18,200
7990	INDIRECT COST EXPENSE	19,015
7993	FACILITIES EXPENSE	2,250
7994	COMMUNICATIONS EXPENSE	2,155
7995	PERSONNEL EXPENSE	4,137
7996	ITS EXPENSE	<u>4,209</u>
Total N/A		<u>176,159</u>
Total PROGRAM OPS		176,159
Total Expense		176,159
Total Revenue over Expense (Loss)		0



January 8, 2018

Hope Center
Emergency Shelter
(859) 252-7881

Don and Cathy
Jacobs House

Jacobs Hope
Cafeteria
(859) 543-2222

George Privett
Recovery Center
(859) 225-4673

Ball-Quantrell Jones
Center for Women
(859) 252-2002

One Parent
Scholar House
(859) 252-4828

Hope Center
Recovery Program
Lexington-Fayette
County Detention
Center
(859) 425-2700
ext. 7372 - Women
ext. 7389 - Men

Hill Rise Place
(859) 255-8077

Barbara Hardwick
Rouse House
(859) 252-2002

SHELTER

FOOD

CLOTHING

RECOVERY

EMPLOYMENT

HOUSING

HEALTH

MENTAL HEALTH

SOCIAL SERVICE

OUTREACH

CHILD
DEVELOPMENT

EDUCATIONAL
SUPPORT

Malcolm J. Ratchford
Office of the Executive Director
Community Action Council
710 West High Street
Lexington, KY 40508

Dear Mr. Ratchford,

The Hope Center is pleased to support Community Action Council's application to Lexington-Fayette Urban County Government (LFUCG) for the Intensive Case Management and Housing Navigation program. Since 1993, The Hope Center has offered a variety of services to help meet the needs of individuals experiencing homelessness in Lexington, including emergency shelter for men. As a member of the local Continuum of Care, we recognize the need for case management support and assistance for individuals and families that are not yet connected with an appropriate housing services provider. Your program will help to reduce the length of homelessness for many individuals and families by offering intensive case management support and coordinated entry housing navigation services.

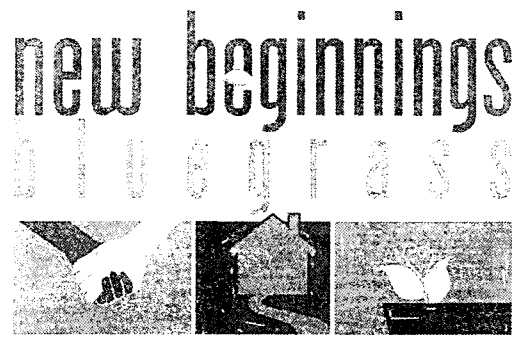
If your application is accepted, the Hope Center's outreach services staff will collaborate with the Council in the provision of intensive case management. The Hope Center will also provide eligible participants with access to our range of programs and services, including access to medical and dental health services through the Dr. Gordon Hyde Hope Health Clinic, mental health services, substance abuse recovery services, and employment assistance, as needed. In addition, the Hope Center agrees to provide relevant data and information with ICMHN staff as requested, so that the Council may maintain a real-time listing of available local housing resources and vacancies.

On behalf of The Hope Center, I strongly recommend your proposal for the Intensive Case Management and Housing Navigation program. I wish you the best with your application.

Sincerely,

Cecil F. Dunn

Executive Director



January 5, 2018

Malcolm J. Ratchford
Office of the Executive Director
Community Action Council
710 West High Street
Lexington, KY 40508

Dear Mr. Ratchford,

New Beginnings, Bluegrass is pleased to support Community Action Council's application to Lexington-Fayette Urban County Government (LFUCG) for the Intensive Case Management and Housing Navigation program (ICMHN). Since 1997, New Beginnings has offered permanent housing and supportive services for individuals in Lexington who have serious mental illness. As a member of the local Continuum of Care, we recognize the need for case management support and assistance for individuals and families that are not yet connected with an appropriate housing services provider.

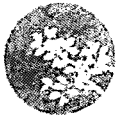
If your application is accepted, New Beginnings agrees to support your program by providing services to eligible ICMHN participants who have serious mental illness. These may include peer support services, life skills training, and other recovery-oriented supportive services. In addition, New Beginnings agrees to provide relevant data and information with ICMHN staff as requested, so that the Council may maintain a real-time listing of available local housing resources and vacancies.

On behalf of New Beginnings, I strongly recommend your proposal for the Intensive Case Management and Housing Navigation program. I wish you the best with your application.

Sincerely,

Christy Shuffett, M.Ed.
Executive Director





ARBOR
YOUTH SERVICES

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January 5, 2018

Malcolm J. Ratchford
Office of the Executive Director
Community Action Council
710 West High Street
Lexington, KY 40508

Dear Mr. Ratchford,

Arbor Youth Services is pleased to support Community Action Council's application to Lexington-Fayette Urban County Government (LFUCG) for the Intensive Case Management and Housing Navigation program. Arbor Youth offers a variety of services to help meet the needs of children and youth experiencing homelessness in Lexington, including emergency shelter, rapid re-housing housing assistance, and street outreach. As a member of the local Continuum of Care, we recognize the need for case management support and assistance for individuals and families that are not yet connected with an appropriate housing services provider. Your program will help to reduce the length of homelessness for many individuals and families in our community by offering intensive case management support and critical housing navigation services.

If your application is accepted, Arbor Youth Services agrees to operate as an ongoing referral source for youth age 18 to 24 who are experiencing homelessness. In order to assist your efforts with this program, Arbor Youth Services agrees to provide eligible youth participants with access to our range of programs and services, including counseling, life skills, and parenting support, as needed.

On behalf of Arbor Youth Services, I strongly recommend your proposal for the Intensive Case Management and Housing Navigation program. I wish you the best with your application.

Sincerely,

Lori Clemons
Executive Director



CATHOLIC ACTION CENTER

1055 Industry Road
Lexington, KY 40505

(859) 514-7210

caclex2000@gmail.com

"Whatever you do for the least of my people, you do for me." Matt. 25

1/5/18

Malcolm J. Ratchford
Office of the Executive Director
Community Action Council
710 West High Street
Lexington, KY 40508

Dear Mr. Ratchford,

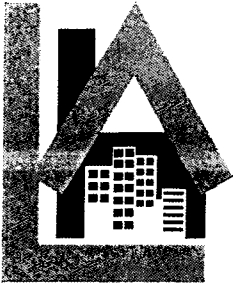
The Catholic Action Center is pleased to support Community Action Council's application to Lexington-Fayette Urban County Government (LFUCG) for the Intensive Case Management and Housing Navigation program (ICMHN). The Catholic Action Center provides emergency shelter and critical services for individuals in Lexington who are experiencing homelessness. We recognize the need for case management support and assistance for those individuals and families who have not yet been connected with an appropriate housing services provider.

If your application is accepted, the Catholic Action Center agrees to support your program by: providing a secure, confidential space within our facility to periodically accommodate ICHMN staff who are working to assess the needs of potential participants; by assisting ICHMN staff in collecting documentation of homelessness for participants to verify program eligibility and to work with ICMHN staff to support the Council's efforts to address homelessness in our community.

On behalf of the Catholic Action Center, I strongly recommend your proposal for the Intensive Case Management and Housing Navigation program. I wish you the best with your application.

Sincerely,

Ginny Ramsey, Director
Catholic Action Center



LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY

300 West New Circle Road • Lexington, KY 40505 • Phone: (859) 281-5060 • Fax: (859) 281-5055

January 5, 2018

Equal Housing Opportunity

BOARD OF COMMISSIONERS

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Mayor's Designee

Austin J. Simms
Executive Director

Mr. Malcolm J. Ratchford
Office of the Executive Director
Community Action Council
710 West High Street
Lexington, KY 40508

Dear Mr. Ratchford:

The Lexington-Fayette Urban County Housing Authority (LHA) is pleased to support Community Action Council's application to Lexington-Fayette Urban County Government (LFUCG) for the Intensive Case Management and Housing Navigation program (ICMHN). LHA addresses homelessness in Lexington by providing housing assistance, public housing, and affordable housing solutions. As a member of the local Continuum of Care, we recognize the need for assistance for individuals and families that are not yet connected with an appropriate housing services provider. Your program will help to reduce the length of homelessness for many individuals and families by offering intensive case management support and coordinated entry housing navigation services.

If your application is accepted, LHA agrees to support your program by: providing relevant data and information with ICMHN staff as requested, so that they may maintain a real-time listing of available local housing resources and vacancies; by participating in Housing Provider Forums and other advocacy and marketing efforts; and by utilizing existing relationships with landlords, realtors, service providers and other stakeholders to help the Council build a maintain an effective, responsive network for addressing homelessness in our community.

On behalf of LHA, I strongly recommend your proposal for the Intensive Case Management and Housing Navigation program. I wish you the best with your application.

Sincerely,

A handwritten signature in black ink, appearing to read "Austin J. Simms".

Austin J. Simms
Executive Director



444 Glen Arvin Ave. • P.O. Box 1050 • Lexington, KY 40588

Phone: (859) 381-9600 • Fax: (859) 381-9603 • www.lexingtonrescue.org

January 9, 2018

Malcolm J. Ratchford
Office of the Executive Director
Community Action Council
710 West High Street
Lexington, KY 40508

Dear Mr. Ratchford,

Lexington Rescue Mission is pleased to support Community Action Council's application to Lexington-Fayette Urban County Government (LFUCG) for the Intensive Case Management and Housing Navigation program. Since 2001, Lexington Rescue Mission has offered a variety of services to address meet the needs of individuals experiencing homelessness in Lexington, including meals, crisis financial assistance, transitional housing, case management, and referrals to social services. As a member of the local Continuum of Care, we recognize the need for case management support and assistance for individuals and families that are not yet connected with an appropriate housing services provider. Your program will help to reduce the length of homelessness for many individuals and families by offering intensive case management support and coordinated entry housing navigation services.

If your application is accepted, Lexington Rescue Mission agrees to operate as an ongoing referral source for individuals experiencing homelessness. If your application is accepted, LHA agrees to support your program by providing relevant data and information with ICMHN staff as requested, so that they may maintain a real-time listing of available local housing resources and vacancies. In addition, Lexington Rescue Mission agrees to provide eligible participants with access to our range of programs and services, including counseling, life skills, re-entry support, employment readiness training, and employment assistance, as needed.

On behalf of Lexington Rescue Mission, I strongly recommend your proposal for the Intensive Case Management and Housing Navigation program. I wish you the best with your application.

Sincerely,

Jim Connell
Executive Director

**COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES**

POSITION DESCRIPTION

Functional Title: Housing Navigation Coordinator

Operational Title: Same

Reporting and work relationships: Reports to the Programs Manager, supervises assigned staff and collaborates with housing providers, service agencies, mental/behavioral/health care providers and the Office of Homelessness Prevention and Intervention.

Job Function Statement: (overall job purpose and benefit to the operation)

The Housing Navigation Coordinator is responsible for matching individuals and families to housing resources, as well as other mainstream community resources, and ensuring efficient navigation through the match-to-lease-up process as part of the Lexington Continuum of Care's Coordinated Entry. The position must possess a working knowledge of housing resources available through coordinated entry, ensure the determination of client eligibility for specific resources, and facilitate the by-name list for Coordinated Entry.

Major Tasks, Both Offices: (Specify tasks: what, when, how often; differentiate essential and secondary job functions.)

1. Maintain a current list of available housing resources including those funded by Continuum of Care and Emergency Solution Grant funds. (E)
2. Maintain a current listing of properties and units available to which individuals and families experiencing homelessness may apply such as subsidized housing, Section 8, Shelter Plus Care, and Veterans Affairs Supportive Housing, as well permanent supportive housing, affordable and market rate housing, and other housing opportunities. (E)
3. Maintain By-Name listing of individuals and families for Coordinated Entry and prioritize referrals for available housing resources per Lexington Coordinated Entry Policies and Procedures. (E)
4. Establish and maintain effective working relationships with Continuum of Care and Emergency Solutions Grants funded agencies as well as other community housing resource providers. (E)
5. Conducts outreach to community, business owners, realtors, landlords, housing developers and other providers to identify new and existing opportunities and build strong relationships to better assist clients in accessing resources, employment, supportive services, and housing opportunities. (E)
6. Ensure all paperwork and data collection for participants receiving referral to housing resource is complete, timely, accurate, and current in participant records and Kentucky Homeless Management Information System (KYHMIS). (E)
7. In coordination with the Intensive Case Management (ICM) Team, support participants referred to housing resource with housing search including providing assistance in completing housing applications and in viewing potential housing units, and by advocating for clients with prospective landlords. (E)

8. In coordination with the ICM Team, facilitates collaboration between participant, housing provider, property management and/or private landlords to promote a smooth referral-to-lease-up process. (E)
9. Ensures initial housing intake and assessment for individuals and families seeking housing support from agencies without access to KYHMIS. (E)
10. Track and record progress of all referrals to housing resources. (E)
11. Work cooperatively and cohesively with ICM Team to ensure participants are matched with appropriate housing options. (E)
12. Ensure participants obtain documents necessary for securing housing such as identification, social security cards and applications for relevant social service or other housing programs. (E)
13. Ensure accurate and timely data entry into KYHMIS and assist in producing relevant reports from KYHMIS. (E)
14. Research housing topics, collect and organize housing information for clients and local housing assistance agency staff. (E)
15. Actively participate with other members of Lexington Continuum of Care in developing policies, strategies and activities for ending homelessness. (E)
16. In collaboration with the ICM Team, coordinate case conferences and other collaborative meetings to ensure participants listed on the By-Name List and/or those referred for a housing resource secure housing in the least amount of time as possible. (E)
17. Actively participate in staff meetings and trainings. (S)
18. Performs other duties as assigned to meet program and organization obligations, goals and outcomes. (S)

Job Qualifications:

Knowledge, skills, experience, education, abilities:

1. Bachelor's degree and minimum two years' case management experience working with homeless individuals living with mental illness and/or substance abuse disorders; or, an equivalent combination of education and experience.
2. Working knowledge of the KYHMIS system, or ability to understand online reporting systems.
3. Skills in documenting case notes, program activities, and entering data. Ability to prepare monthly, quarterly and annual reports.
4. Ability and willingness to work individually in a self-directed manner and exercise discretion, judgement, and authority to make independent decisions on the needs of clients.
5. Comfortable dealing with change, able to quickly grasp new techniques, and remain calm in stressful situations.
6. Outstanding organizational and record keeping skills, including the ability to maintain accurate and confidential files. Must understand the need for maintaining confidentiality of all sensitive information.
7. Excellent interpersonal communication skills, able to relate to various personality styles in a calm, professional manner. Have the desire to develop strong working relationships with co-workers, clients, and housing assistance community.

8. Knowledge of Housing Authority rules and regulations.
9. Knowledge of Department of Housing and Development guidelines as they relate to client housing resource eligibility.
10. Knowledge of social service providers and programs, and of local and federal government benefits and entitlements.
11. Able to work in a high tolerance Harm Reduction model with Members who have multiple barriers.
12. Able to evaluate data/information and make decisions quickly that are in alignment with the agency's established policies, procedures, and guidelines.
13. Detail oriented with strong time management, organizational, written and verbal communication skills.
14. Experience working in a community-based setting and as part of a team.
15. Skilled in non-violent crisis intervention.
16. Computer literate; able to effectively use computerized database for client file management, with basic skills in Microsoft Word, Outlook, and Excel programs.

**Licenses,
Certifications:**

1. Sex offender registry check.
2. State criminal records check.
3. Federal Bureau of Investigations criminal records check, including fingerprints.
4. Child abuse and neglect state registry check.
5. Current, valid Kentucky Driver's License with an acceptable driving record and reliable vehicle. Ability to travel to various sites.
6. Able to obtain and maintain CPR/1st Aid certification
7. Any other screening, physicals and testing required by funding source, licensing and/or regulations

**Physical and mental
requirements:**

1. Ability to work with homeless and low income individuals of diverse backgrounds, cultural identities, and disabilities including physical, mental, and substance use disorder.
2. Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of diverse cultures and social-economic status.
3. Other screenings, physicals and/or testing required by funding source, licensing and/or regulations.

**Tools and
equipment:**

1. Reliable transportation for work related travel and willing to use vehicle for work-related travel.

Working Conditions:

Safety and hazards:

Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of

Work site layout: diverse cultures and social-economic status.
Other screenings, physicals and/or testing required by funding source, licensing and/or regulations.

General Environment: Collaborative problem solving and peer support, with a great emphasis on staff empowerment, decision making, and critical thinking.

Attendance and other work requirements:

Work Schedule: 8:30a.m - 5: 00p.m (must be flexible to meet program outcomes.)

Travel: Various, including overnight and out of town.

Overtime: Exempt

Schedule (No. & Date): C-1997-H; Change 24

Grade: 8

Classification (Check appropriate classifications): Check appropriate classifications

Permanent Temporary Full-time Part-time

Exempt Non-exempt

Approvals:

Dates:

Supervisor:

EEO:

Fiscal:

Executive Director:

**COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES**

POSITION DESCRIPTION

Functional Title: Intensive Case Management Team Coordinator

Operational Title: Same

Reporting and work relationships: Reports to the Programs Manager, supervises assigned staff and collaborates with housing providers, service agencies, mental/behavioral/health care providers and the Office of Homelessness Prevention and Intervention.

Job Function Statement: (overall job purpose and benefit to the operation)

The Intensive Case Management Team Coordinator is responsible for ensuring the provision of individualized supports to assist participants who are experiencing homelessness in obtaining permanent housing. The position must collaborate with community outreach staff in establishing rapport with individuals and families experiencing homelessness, ensure the development of individualized service plans to address any barriers to obtaining permanent housing, coordinate services for participants related to achieving goals in the individual plans and facilitate the transition of services from the Intensive Case Management Team to housing based service providers.

Major Tasks, Both Offices: (Specify tasks: what, when, how often; differentiate essential and secondary job functions.)

1. Conduct an intake and assessment for individuals and families with and without shelter and/or who are seeking housing support from agencies without access to KYHMIS. (E)
2. Coordinate efforts and activities of Intensive Case Management Team. (E)
3. In conjunction with the Intensive Case Management Team and Housing Navigation Coordinator, facilitate collaboration between participant, outreach staff and service provider(s), to promote a smooth service transition process upon securing housing. (E)
4. Develop effective, trusting relationships with participants. (E)
5. Establish and maintain effective working relationships with community outreach staff, as well as other housing and service providers. (E)
6. Facilitate and coordinate supportive activities and services with other agencies, including accessing mental health, substance abuse, or medical services, employment assistance activities such as job readiness skills, and any other relevant activities for program participants. (E)
7. Track and record progress of participants in achieving goals of individual service plan and obtaining permanent housing. (E)
8. Maintain up to date, accurate, and complete data and progress notes, records, and communication logs regarding referrals, housing applications, and coordination with outside partners and as required by the project and its funding sources. (E)
9. Possess knowledge of eligibility requirements for various housing resources. (E)
10. Assist participants in obtaining documents necessary for securing housing such as eligibility verification, identification, social security cards and applications for relevant social service or other housing programs. (E)

11. Maintain a caseload with a mixture of both participants who have been referred and have yet to be referred to a housing resource. (E)
12. Ensure accurate and timely data entry into KYHMIS and assist in producing relevant reports from KYHMIS. (E)
13. Advocate on behalf of participants to law enforcement, government agencies, social service agencies, educational institutions, medical and legal professionals, and others to ensure equitable access to housing. (E)
14. In collaboration with the Housing Navigation Coordinator, Intensive Case Management Team and other relevant stakeholders, coordinate case conferences and other collaborative meetings to ensure participants listed on the By-Name List and/or those referred for a housing resource secure housing in the least amount of time as possible. (E)
15. Actively participate in staff meetings and trainings. (E)
16. Actively participate with other members of Lexington Continuum of Care in developing policies, strategies and activities for ending homelessness. (E)
17. Performs other duties as assigned to meet program and organization obligations, goals and outcomes. (S)

Job Qualifications:

Knowledge, skills, experience, education, abilities:

1. Bachelor's degree and minimum two years' case management experience working with homeless individuals living with mental illness and/or substance abuse disorders; or, an equivalent combination of education and experience
2. Working knowledge of the KYHMIS system, or ability to understand online reporting systems.
3. Skills in documenting case notes, program activities, and entering data. Ability to prepare monthly, quarterly and annual reports.
4. Ability and willingness to work individually in a self-directed manner and exercise discretion, judgement, and authority to make independent decisions on the needs of clients.
5. Comfortable dealing with change, able to quickly grasp new techniques, and remain calm in stressful situations.
6. Outstanding organizational and record keeping skills, including the ability to maintain accurate and confidential files. Must understand the need for maintaining confidentiality of all sensitive information.
7. Excellent interpersonal communication skills, able to relate to various personality styles in a calm, professional manner. Have the desire to develop strong working relationships with co-workers, clients, and housing assistance community.
8. Knowledge of Housing Authority rules and regulations.
9. Knowledge of Department of Housing and Development guidelines as they relate to client housing resource eligibility.
10. Knowledge of social service providers and programs, and of local and federal government benefits and entitlements.
11. Able to work in a high tolerance Harm Reduction model with Members who have multiple barriers.

12. Able to evaluate data/information and make decisions quickly that are in alignment with the agency's established policies, procedures, and guidelines.
13. Detail oriented with strong time management, organizational, written and verbal communication skills.
14. Experience working in a community-based setting and as part of a team.
15. Skilled in non-violent crisis intervention.
16. Computer literate; able to effectively use computerized database for client file management, with basic skills in Microsoft Word, Outlook, and Excel programs.

**Licenses,
Certifications:**

1. Sex offender registry check.
2. State criminal records check.
3. Federal Bureau of Investigations criminal records check, including fingerprints.
4. Child abuse and neglect state registry check.
5. Current, valid Kentucky Driver's License with an acceptable driving record and reliable vehicle. Ability to travel to various sites.
6. Able to obtain and maintain CPR/1st Aid certification
7. Any other screening, physicals and testing required by funding source, licensing and/or regulations

**Physical and mental
requirements:**

1. Ability to work with homeless and low income individuals of diverse backgrounds, cultural identities, and disabilities including physical, mental, and substance use disorder.
2. Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of diverse cultures and social-economic status.
3. Other screenings, physicals and/or testing required by funding source, licensing and/or regulations.

**Tools and
equipment:**

1. Reliable transportation for work related travel and willing to use vehicle for work-related travel.

Working Conditions:

Safety and hazards:

Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of diverse cultures and social-economic status.

Work site layout:

Other screenings, physicals and/or testing required by funding source, licensing and/or regulations.

**General
Environment:**

Collaborative problem solving and peer support, with a great emphasis on staff empowerment, decision making, and critical thinking.

Attendance and other work requirements:

Work Schedule: 8:30a.m - 5:00p.m (must be flexible to meet program outcomes.)
Travel: Various, including overnight and out of town.
Overtime: Exempt

Schedule (No. & Date): C-1997-H; Change 24

Grade: 8

Classification (Check appropriate classifications): Check appropriate classifications

Permanent Temporary Full-time Part-time
 Exempt Non-exempt

Approvals:

Dates:

Supervisor:

EEO:

Fiscal:

Executive Director:

**COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES**

POSITION DESCRIPTION

Functional Title: Housing Navigator (AmeriCorps)

Operational Title: Same

Reporting and work relationships: Reports to the Housing Navigation Coordinator, collaborates with housing providers, service agencies, mental/behavioral/health care providers and the Office of Homelessness Prevention and Intervention.

Job Function Statement: (overall job purpose and benefit to the operation)

The Housing Navigator is responsible for conducting assessments in the field and in landlord recruitment and community outreach. The position will identify appropriate housing options to individuals and families and assist them in obtaining, collecting and completing necessary documents required for securing housing.

Major Tasks, Both Offices: (Specify tasks: what, when, how often; differentiate essential and secondary job functions.)

1. Completes initial housing intake and assessment for individuals and families seeking housing support from agencies without access to Kentucky Homeless Management Information System (KYHMIS). (E)
2. Assist in maintaining a current listing of properties and units available to which individuals and families experiencing homelessness may apply such as subsidized housing, Section 8, Shelter Plus Care, and Veterans Affairs Supportive Housing, as well permanent supportive housing, affordable and market rate housing, and other housing opportunities. (E)
3. Assist in maintaining effective working relationships with Continuum of Care and Emergency Solutions Grants funded agencies as well as other community housing resource providers. (E)
4. Conducts outreach to community, business owners, realtors, landlords, housing developers and other providers to identify new and existing opportunities and build strong relationships to better assist clients in accessing resources, employment, supportive services, and housing opportunities. (E)
5. Enters data in participant records and KYHMIS as needed for participants receiving referral to housing resource. (E)
6. In coordination with the Intensive Case Management Team, support participants referred to housing resource with housing search including aiding in completion of housing applications and in viewing potential housing units, and by advocating for clients with prospective landlords. (E)
7. In coordination with the Intensive Case Management Team, assists with collaboration between participant, housing provider, property management and/or private landlords to promote a smooth referral-to-lease-up process. (E)
8. Track and record progress of all referrals to housing resources. (E)

9. Assist participants in obtaining documents necessary for securing housing such as identification, social security cards and applications for relevant social service or other housing programs. (E)
10. Ensure accurate and timely data entry into KYHMIS and assist in producing relevant reports from KYHMIS. (E)
11. Participate in case conferences and other collaborative meetings. (E)
12. Actively participate in staff meetings and trainings. (S)
13. Performs other duties as assigned to meet program and organization obligations, goals and outcomes. (S)

Job Qualifications:

Knowledge, skills, experience, education, abilities:

1. At least 18 years of age.
2. High School Diploma or equivalent.
3. Computer literate; able to effectively use computerized database for client file management, with basic skills in Microsoft Word, Outlook, and Excel programs.
4. Ability and willingness to work individually in a self-directed manner and exercise discretion, judgement, and authority to make independent decisions on the needs of clients.
5. Comfortable dealing with change, able to quickly grasp new techniques, and remain calm in stressful situations.
6. Outstanding organizational and record keeping skills, including the ability to maintain accurate and confidential files. Must understand the need for maintaining confidentiality of all sensitive information.
7. Excellent interpersonal communication skills, able to relate to various personality styles in a calm, professional manner. Have the desire to develop strong working relationships with co-workers, clients, and housing assistance community.
8. Experience working in a community-based setting and as part of a team.

Licenses, Certifications:

1. Sex offender registry check.
2. State criminal records check.
3. Federal Bureau of Investigations criminal records check, including fingerprints.
4. Child abuse and neglect state registry check.
5. Current, valid Kentucky Driver's License with an acceptable driving record and reliable vehicle. Ability to travel to various sites.
6. Able to obtain and maintain CPR/1st Aid certification

Physical and mental requirements:

1. Ability to work with homeless and low income individuals of diverse backgrounds, cultural identities, and disabilities including physical, mental, and substance use disorder.
2. Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons

of diverse cultures and social-economic status.

Tools and equipment:

1. Reliable transportation for work related travel and willing to use vehicle for work-related travel.

Working Conditions:

Safety and hazards:

Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of diverse cultures and social-economic status.

General Environment:

Collaborative problem solving and peer support, with a great emphasis on empowerment, decision making, and critical thinking.

Attendance and other work requirements:

Work Schedule:

8:30a.m - 5:00p.m (must be flexible to meet program outcomes.)

Travel:

Various

Approvals:

Dates:

Supervisor:

Executive Director:

**COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES**

POSITION DESCRIPTION

Functional Title: Peer Support Specialist

Operational Title: Same

Reporting and work relationships: Reports to the Intensive Case Management Team Coordinator, collaborates with housing providers, service agencies, mental/behavioral/health care providers and the Office of Homelessness Prevention and Intervention.

Job Function Statement: (overall job purpose and benefit to the operation)

The Peer Support Specialist will serve as a role model and mentor to participants in the Intensive Case Management component. The Peer Support Specialist is responsible for participating in outreach services; assisting in landlord recruitment and partnership development; assisting in housing navigation services; and assisting participants in goal planning.

Major Tasks, Both Offices: (Specify tasks: what, when, how often; differentiate essential and secondary job functions.)

1. Assist with intakes and assessments for individuals and families with and without shelter and/or who are seeking housing support from agencies without access to KYHMIS. (E)
2. Develop effective, trusting relationships with participants. (E)
3. Assist participant in providing input in the process of the development of individual service plans. (E)
4. Maintain effective working relationships with community outreach staff, as well as other housing and service providers. (E)
5. Assists participants with selection of and access to supportive activities and services with other agencies, including accessing mental health, substance abuse, or medical services, employment assistance activities such as job readiness skills, and any other relevant activities for program participants. (E)
6. Advocate on behalf of participants to law enforcement, government agencies, social service agencies, educational institutions, medical and legal professionals, and others to ensure equitable access to housing. (E)
7. Assist in maintenance of up-to-date, accurate, and complete data and progress notes and records. (E)
8. Assist participants in obtaining documents necessary for securing housing such as eligibility verification, identification, social security cards and applications for relevant social service or other housing programs. (E)
9. In conjunction with the Intensive Case Management Team and Housing Navigation Coordinator, assists participant, outreach staff and service provider(s) in transition process upon securing housing. (E)
10. Participates in case conferences and other collaborative meetings. (E)
11. Actively participate in staff meetings and trainings. (E)
12. Performs other duties as assigned to meet program and organization obligations, goals and outcomes. (S)

Job Qualifications:

**Knowledge, skills,
experience,
education, abilities:**

1. At least 18 years of age.
2. High School Diploma or equivalent.
3. Must be Certified through the Commonwealth of Kentucky as a Peer Support Specialist.
4. Personal experience with homelessness, mental illness and/or substance use disorders and demonstrates a level of recovery sufficient to manage their illness and function independently.
5. Working knowledge of local community resources preferred.
6. Ability to build and foster relationships with partner agencies, Housing Authorities, landlords and other community stakeholders.
7. Computer literate; able to effectively use computerized database for client file management, with basic skills in Microsoft Word, Outlook, and Excel programs.
8. Comfortable dealing with change, able to quickly grasp new techniques, and remain calm in stressful situations.
9. Experience working in a community-based setting and as part of a team.

**Licenses,
Certifications:**

1. Sex offender registry check.
2. State criminal records check.
3. Federal Bureau of Investigations criminal records check, including fingerprints.
4. Child abuse and neglect state registry check.
5. Current, valid Kentucky Driver's License with an acceptable driving record and reliable vehicle. Ability to travel to various sites.
6. Able to obtain and maintain CPR/1st Aid certification

**Physical and mental
requirements:**

1. Ability to work with homeless and low income individuals of diverse backgrounds, cultural identities, and disabilities including physical, mental, and substance use disorder.
2. Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of diverse cultures and social-economic status.

**Tools and
equipment:**

1. Reliable transportation.

Working Conditions:

Safety and hazards:

Must be sensitive to the needs of low-income persons and demonstrate understanding and ability to work with persons of diverse cultures and socio-economic status.

General Environment:

Collaborative problem solving and peer support, with a great emphasis on empowerment, decision making, and critical thinking.

Attendance and other work requirements:

Work Schedule: 8:30a.m - 5:00p.m (must be flexible to meet program outcomes.)

Travel: Various

Approvals:

Dates:

Supervisor:

Executive Director:

Christopher Marty Jones

209 Black Water Lane Lexington, KY 40511
(859) 494-0550 (cell) cjcmmjones1976@gmail.com

EDUCATION

University of Kentucky – Martin School of Public Policy and Administration
M.P.A. - Masters in Public Administration – Graduated May 2003
Area of Concentration: Public Financial Management GPA: 4.0

University of Kentucky – College of Human and Environmental Sciences
B.S. - Family Studies – Graduated December 1998
Major: Individual & Family Development and Family Resource Management &
Consumer Studies GPA: 3.8, *magna cum laude*

EXPERIENCE

Community Action Council for Lexington/Fayette, Bourbon, Harrison & Nicholas Counties, Inc., Lexington, KY
Programs Manager (6/14-present); *Program Grants & Contracts Manager* (2/13-6/14);
Family, Community & Youth Services Team Leader (7/10-2/13)

Duties include:

- Direct and oversee the implementation of an array of self-sufficiency programs including five distinct Continuum of Care funded programs and ensure compliance with funding source requirements. Successes include overhaul of procedures and processes for the Council's Supportive Housing Programs to improve program compliance, efficiency and effectiveness; and fostering of intra-agency collaboration across offices and divisions to accomplish goals of programs.
- Develop, coordinate and maintain effective working relationships with partnering organizations for the purposes of program implementation and/or addressing various issues related to poverty. Major activities include working with partnering organizations regarding coordination of services, planning for effective utilization of resources and ensuring successful program outcomes. Effective partnerships include Central Kentucky Economic Empowerment Project, Kentucky Housing Corporation, Bluegrass.Org, Central Kentucky Housing and Homeless Initiative and Homeless and Housing Coalition of Kentucky.
- Develop and submit renewal grant applications and periodic program reports, in collaboration with the appropriate divisions, as required by the funding sources. Major activities include submission of monthly, quarterly, bi-annual and annual progress reports for 12 separate programs including those for the Council's Continuum of Care, HOME Tenant Based Rental Assistance and Emergency Solutions Grant programs, as well as various other programs; ensure maintenance of data per HUD data quality standards in Homeless Management Information System; and submission of renewal funding applications and required documents for the Council's Supportive Housing programs, SAMHSA funded Community Treatment Initiative and Financial Fitness.
- Collaborate with Family, Community and Youth Specialist, Manager, Operations Quality Control, Manager, Operations and Systems Development, program staff and as necessary, the Training and Professional Development Coordinator, to

provide technical assistance and coordinate relevant trainings to ensure compliance and utilization of best practices.

- Participate in strategic planning work group regarding the Council's housing outcomes and assist Division of Program Development as necessary with efforts to secure funding and resources to achieve established outcomes by providing technical guidance and program data.

Manchester Center, Inc., Lexington, KY

Executive Director (6/07-6/10)

Duties include:

- Manage and supervise the day-to-day operations of the Manchester Center—a non-profit community center which offered programs in the areas of Preschool, Youth Development, Community Enrichment and Social Services.
- Work with the Board of Directors regarding affairs of the organization. Major activities include creation, submission and implementation of an annual budget of \$315,000; reporting programming, financial, funding and other pertinent information; and leading, assisting and supporting the Board in its fundraising efforts;
- Direct and supervise staff in executing the Center's programs and services. Successes included expansion of the Youth Development and Community Enrichment programs by increasing enrollment and providing additional community activities respectively.
- Secure grant funding from government, corporate and private sources to financially support the Center's programs. Accomplishments include the receipt of over \$100,000 in grant funding since June 2007.
- Ensure compliance with all funding guidelines and reporting requirements. Major objectives include expending funds in manner consistent with funding obligations; tracking of grant fund expenditures; measuring and reporting program outcomes and results as dictated by funders.

Assistant Director (5/03-6/07)

Duties included:

- Collaborated with Executive Director to identify potential private and public grant funds that match the organization's mission and purpose. Successes in this task included working with the Executive Director to successfully obtain funding for 89% and 85% of grant requests in FY05 and FY06 respectfully, including \$50,000 to start an endowment for tuition scholarships.
- Lead and supervised endeavor to organize volunteer recruitment and training. Results included the formation of a volunteer orientation.
- Collaborated with Executive Director in evaluation and development of organization's programs.
- Lead efforts to create and secure funding for preschool and youth program tuition scholarships with total funding in excess of \$90,000 from inception in October of 2004.

ACTIVITIES, AWARDS & CERTIFICATES

Balance of State CoC Advisory Board Member—7/1/15-Present

- Performance Measures Committee Chair 7/1/17-Present

Certified Community Action Professional--2012

Leadership Lexington—Class of 2006-2007

Recipient, Ron Carson Distinguished Scholar Award

Recipient, Friends of Children Provider Honoree

AFFIDAVIT

Comes the Affiant, Malcolm J. Ratchford, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Malcolm J. Ratchford and he/she is the individual submitting the proposal or is the authorized representative of Community Action Council for Lexington-Fayette, Bourbon, Harrison & Nicholas Counties, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Phil for MR 01.09.18

STATE OF Kentucky

COUNTY OF Lexington-Fayette

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

by Sharon Price on this the 10th day

of January, 2018.

My Commission expires: 11/6/18

[Signature] ID: 500421
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.

Philip MR
Signature *01.09.18*

Community Action Council
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Community Action Council

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		8	86	2	22	7	82								5		
Superintendents																	
Supervisors		4	11		2	2	16										
Foremen																	
Technicians																	
Protective Service																	
Para-		2	2			1	4										
Office/Clerical		1	7		1		7				1				3		
Skilled Craft																	
Service/Maintenan		1	3			4	5							1			
Total:																	

Prepared by: Samanatha Anderson, Human Resources Mng. Date: 01 / 08 / 2018

(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

Firm Submitting Proposal: Community Action Council

Complete Address: 710 W High St., Lexington, KY 40508
Street City Zip

Contact Name: Malcolm Ratchford Title: Executive Director

Telephone Number: 859-233-4600 Fax Number: 859-244-2219

Email address: malcolm.ratchford@commaction.org

**COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES**

OPERATIONS MEMORANDUM

Subject: Affirmative Action Plan

Number: A-1990-G

Change No: 1

Replaces: Affirmative Action
Policy A-1990-G

Effective Date: September 27, 2004

Reference: Minutes, Board,
9/27/04

Expiration Date: None

Approval:  Board of Directors 

Type: Policy

Date: September 27, 2004

DISTRIBUTION:

-
- Operations Manual Distribution List A
 - Members, Human Rights Committee, Board of Directors
 - Members, Staff Equal Rights Committee
 - David Bratt, General Counsel
 - All employees (via payroll 1/13/05)
 - Human Resources Manager (distribute to all new employees)

FILING INSTRUCTIONS (Persons with Operations Manual):

- 1) Pen and Ink Change to the Manual Index:
On page 2 of the Index (A-1986-F, Change 3) under the heading, Administration, locate the entry "Affirmative Action Plan A-1990-G, and add a "1" in the Changes column.
- 2) Locate Operations Memorandum A-1990-G in your manual. (It should be filed in Volume A by year and issue sequence.)
 - a. Remove and destroy A-1990-G.
 - b. Replace with this change.

BACKGROUND

The Attachment to this Memorandum is Community Action Council's Affirmative Action Plan. The Plan describes the Council's goals and policies, and certain procedures in the areas of Equal Opportunity and Affirmative Action. The plan is a policy document and, as such, takes precedence over any other administrative or intra-office procedures in the event of a conflict.

RESPONSIBILITIES

All Community Action Council employees are expected to comply with the requirements of the Plan.

All Community Action Council supervisory personnel are accountable for ensuring that the operations under their supervision are in compliance with the Plan.

All delegate agencies, supporting corporations and organizations with program contracts must ensure that those aspects supported by funds received from Community Action Council are in compliance with the requirements of the Plan.

**COMMUNITY ACTION COUNCIL
FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES**

AFFIRMATIVE ACTION PLAN

I. INTRODUCTION

A. PURPOSE AND SCOPE OF PLAN

This Affirmative Action Plan is designed to:

1. Prevent discrimination in this agency, delegate agencies and institutions in the four-county area.
2. To work toward assisting local groups to prevent discrimination in their communities.

Community Action Council is an Equal Opportunity employer. There shall be no discrimination in hiring and employment because of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political affiliation or belief.

B. POPULATION OF COUNTIES – SEE ATTACHMENT

C. STATEMENT OF COMPLIANCE

Community Action Council is responsible for compliance with all applicable Equal Opportunity policies as established by the Board of Directors, and laws, as set forth by the Civil Rights Act, to insure non-discrimination based on race, religion, color, sex, age, national origin, handicap, marital status, sexual orientation, political affiliation or belief. Community Action Council abides by the following laws:

1. Civil Rights Act of 1964 as amended. Title VII of the Civil Rights Act of 1964 prohibits discrimination in employment by most employers of 15 or more persons on the grounds of race, religion, sex, age, color, national origin or handicap. (This Title is administered by the U.S. Equal Employment Opportunity Commission).
2. Executive Order 11246 – Part II prohibits employment discrimination by certain government contractors and requires them to take Affirmative Action to remedy the effects of past discrimination. (This Order is administered by the Office of Federal Contract Compliance, U.S. Department of Labor). It has designated government contractors.
3. Section 504 of the Rehabilitation Act of 1973, as amended, and, as required by 11914, which provides that no otherwise qualified handicapped individual shall, solely on the reason of handicap, be excluded from participation in, be denied direct benefits of, or be subjected to discrimination under any program or activity.

4. Title VI of the Civil Rights Act prohibits discrimination in service or use of facilities by federally assisted programs.
5. Executive Order 13087- prohibits discrimination on the basis of his, or her, sexual orientation.

This plan and policy shall also be flexible enough to include all new human rights programs and regulations as they are created and implemented. Community Action Council maintains an Affirmative Action Plan in compliance with the above listed legal mandates. The plan will ensure that employees are recruited, hired and promoted on the basis of ability, experience and training without regard to race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation or political affiliation or belief.

D. MASTER PURPOSE

Community Action Council's Affirmative Action master purpose is to implement a positive policy prohibiting discrimination because of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political affiliation or belief and to give assistance within our agency's systems and sub-systems and also outside the agency. This includes assurance of compliance with Title VII of the Civil Rights act of 1964, as amended; Executive Order 11246, and other human rights policies or directives as may be implemented in the future.

Community Action Council will give preference to those vendors who are demonstrating an affirmative action equal employment opportunity policy. Minority-owned vendors shall also be given preference. No business will knowingly be transacted with firms that are not in conformance with policies stated in Section I-C of this Plan.

II. ADMINISTRATION

A. BOARD OF DIRECTORS

The Board of Directors of Community Action Council shall be responsible for the determination of goals of the Equal Opportunity Program within the regular work programs of the agency. The Board shall have responsibility of planning, implementing, conducting and evaluating the Equal Opportunity Program. In addition, the Board shall take steps necessary to assure compliance within the Council in accordance with appropriate Acts of Congress, Federal Contract Compliance Regulations and other applicable regulations.

The Board is responsible for: Determination of major personnel, fiscal and program policies; determination of overall plans and priorities, and final approval of all program budgets.

The Board shall establish the Human Rights Committee, which shall have important advisory functions. The Human Rights Committee shall fairly reflect the composition of the Board, with at least 1/3 of the members as representatives of the poor, and there shall be representation from all of the minority groups, including women's organizations, within the geographical area of services. The Human Rights Committee shall be composed of no less than nine and no more than twelve members.

The Executive Director shall, with concurrence of the Board of Directors, select and appoint the Chairperson of the Staff Equal Opportunity Committee, and providing the Staff Equal

Opportunity Chairperson with the duties, responsibilities and accountability as prescribed in this notice.

The Board shall receive regular reports from the Human Rights Committee on its progress in monitoring and evaluating the Affirmative Action Plan and Programs, with recommendations for improvement of same. The Board shall provide to the chief staff official of the Council through its power to delegate the responsibility and authority to implement, through administrative procedures, the Equal Opportunity Policy of the Board.

The Board shall ensure that appropriate policies provide protection and redress for those who have alleged discrimination and provide for the exoneration of those found innocent of charges of discrimination.

The Board shall ensure that all individuals eligible to receive the benefits of the program, directly or indirectly, shall have an equal opportunity to do so. Furthermore, any disparity found in the opportunities offered to the constituency, within the geographical area of services of the Board, will be corrected through the development of adequate policies, which will be implemented by the staff. And, within this frame of reference, the Board shall establish meaningful, measurable criteria in equal opportunity, which will become a major factor in the staff performance evaluation of the Council.

The Board shall adopt a policy to ensure that all of the Council's contractors, vendors and suppliers of services, are equal opportunity employers, or are willing to become same, immediately.

The Board shall ensure that no recipient or other person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Section 624 of the "Act", "or because he/she has made complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing. The identity of all complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder."

The final approval, decision, authority and responsibility for the implementation of the Equal Opportunity Policy and Affirmative Action Plan and Program shall be that of the Board to ensure equal opportunities for all.

The Board shall require an annual evaluation of effectiveness of the Equal Opportunity Policy and the Affirmative Action Plan and Program. It shall be the role of the Human Rights Committee to perform this evaluation utilizing all of the staff resources available to it.

The Board shall provide the necessary resources for an Equal Opportunity Policy and Affirmative Action Plan and Program, implementation, development and evaluation.

B. HUMAN RIGHTS COMMITTEE

The functions of the Human Rights Committee shall be:

To provide the Board with regular progress reports of the monitoring and evaluation of the Council and delegate agencies' efforts to implement the Equal Opportunity Policy and Affirmative Action Plan and Program.

Through the study and survey, to identify specific problems to be resolved within a short and long range time frame.

To develop and recommend to the Board specific goals and objectives that will eliminate any disparate effect found as a result of the survey and study.

To receive staff assistance from the Staff Equal Opportunity Chairperson and perform an annual evaluation of the staff Equal Opportunity Committee's effectiveness in rendering staff assistance to the Human Rights Committee. The staff evaluation shall be submitted to the Executive Director in the form of a recommendation.

To be responsible for identifying and securing resources that will enable all staff to become more proficient in the area of Human Rights, which will be recommended to the Executive Director for implementation.

To provide the leadership in conducting a continuing campaign to eradicate every form of prejudice or discrimination based on race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, or political affiliation or belief, within the scope of the Council's operations.

To ensure that the Human Rights Committee composition fairly reflects the composition of the Board and the minority and female composition of the poverty population of the community, and that its composition shall be no less than nine persons.

To ensure an annual evaluation of effectiveness of the Equal Opportunity Policy and Affirmative Action Plan and Program utilizing all of the staff and resources available to it.

C. STAFF EQUAL OPPORTUNITY CHAIRPERSON

The staff Equal Opportunity Chairperson will be given the necessary top management support to execute the job. His/her identity will appear on all internal and external communications regarding the agency's Equal Opportunity Program. The Chair's responsibilities will include, but are not limited to:

Provide staff and technical assistance to the Human Rights Committee, the Board and the Executive Director in the implementation of the Equal Opportunity Policy and the Affirmative Action Plan and Program.

Provide direction and guidance to the Human Rights Committee and top-level management in the development, implementation and analysis of the study and survey which will identify problem areas, internally and externally, and in the design of the solution of the problem areas.

Assist the Human Rights Committee in the mobilization of minority groups, public and private organizations and agencies in the area served in the development of solutions to the problem areas.

Provide staff assistance to the Human Rights Committee in its monitoring and evaluation of the implementation of the Equal Opportunity Policy and Affirmative Action Plan and Program.

Keep the Human Rights Committee, the Board and the staff informed of the latest developments in equal opportunity, and affirmative action.

Make periodic audits of the program participation and beneficiary patterns, report to the Executive Director and Human Rights Committee any impediments that prevent minorities and women from enjoying full opportunities to participate in all Council sponsored programs.

Make periodic audits of the hiring and promotional matters, reporting to the Human Rights Committee any impediments that prevent minorities and women from enjoying full opportunities to participate in Council sponsored training, educational activities, services, hiring and promotional programs, leading to upward or outward mobility.

Serve as the liaison between the Council, Civil Rights enforcement agencies and minority and female organizations.

Provide technical training and assistance to the Equal Opportunity Counselors of the Council and receive and compile their regular reports.

D. EQUAL OPPORTUNITY COUNSELOR

Any employee or applicant for employment, program participant, or applicant for program participation or benefits, either directly or indirectly, who believes that he/she has encountered discrimination on the basis of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political affiliation or belief must first consult with an Equal Opportunity Counselor, prior to filing a formal complaint. The complainant may select any counselor of his/her choice, who is appointed to serve the Council.

Counselors may be appointed through a process wherein the employees participate in the selection. There shall be at least one counselor appointed for each 25 employees of the Council and its delegate agencies. The list of appointments shall be submitted to the Executive Director for concurrence.

The Equal Opportunity Counselor will provide the complainant with information on both the procedure for filing a formal complaint of discrimination and the procedure for initiating a grievance under agency procedures.

The Equal Opportunity Counselor will have access to any information which is necessary to adequately conduct the inquiry and which will provide the complainant, in writing, a basis for determining whether or not there are grounds to file a formal Civil Rights complaint, or a personnel grievance.

A confidential relationship shall be maintained between the complainant and the Equal Opportunity Counselor. The Counselor shall not reveal the identity of the complainant, except when authorized in writing to do so by the complainant, and only to the authorized enforcement agencies, when the complainant has filed a formal complaint. The authorized enforcement agencies are:

Local and State Civil Rights Commissions; Federal Equal Employment Opportunity Commission (under Title VII).

At any stage in the presentation of the complaint, including the counseling stage, the employee, program participant or applicant for program participation shall have the right to be accompanied, represented and advised by a representative or attorney of his/her choice. The employee, program participant or applicant for program participation, as well as the representative (if also an employee of the agency), shall have a reasonable amount of official time to present the complaint.

Unless a time extension is approved by the EO chair, the EO Counselor shall conduct his or her full interview with the aggrieved person within four (4) weeks of the date in which the matter was brought to his/her attention by the aggrieved person. The EO Counselor shall advise the aggrieved person in the final interview of his/her right to file a formal complaint of discrimination and of the time limits for filing such a complaint.

If the complainant is a program participant and the complaint is in writing, the Counselor shall utilize all methods of assistance at his disposal, (e.g. investigation, mediation, arbitration, etc.) in an effort to informally resolve the matter.

When the complaint becomes formal, the Equal Opportunity Counselor shall assist the complainant in completing the necessary forms and provide the complainant with a written report of all inquiries, interviews and copies of legally releasable documents gathered during the inquiry. Copies of all information shall be held by the Equal Opportunity Counselor in confidence, and released only to an authorized investigating official(s).

The Equal Opportunity Counselors should have regularly scheduled meetings to summarize complaints brought to their attention. These meetings will identify complaints, and shall be used only to identify the problem areas. The Equal Opportunity Committee shall identify and actively try to resolve problem areas.

The Council is committed to assuring that the role of the Equal Opportunity Committee is sufficiently flexible to ensure that informal resolution of complaints may result whenever possible. The Council shall provide adequate support in terms of cooperation, priority, and designation throughout the organization, resources and time to enable the Counselors to be effective in the counseling role.

III. NON-DISCRIMINATION POLICIES IN EQUAL EMPLOYMENT

A. DEFINITION

Non-discrimination – The objective is to obtain qualified employees consistent with position requirements; to seek, employ, promote and treat all employees and applicants without discrimination because of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation or political affiliation or belief.

B. RECRUITMENT, SELECTION, ADVANCEMENT, COMPENSATIONS, ETC.

The Community Action Council Board of Directors shall maintain a continuous non-discrimination policy in regard to recruitment, selection, advancement, compensation, etc., policies. All areas shall be diligently covered and made available to all employees through staff meetings and training sessions by the designated Equal Opportunity Counselors.

The Council shall not discriminate in the hiring and employment procedures against any applicant for employment because of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation or political affiliation or belief.

The Council shall give every consideration to the employment of persons 40 years of age and over in terms of capabilities to perform the job in question.

The Council shall give every consideration to providing employment opportunities to poor persons, especially those persons who have been denied the benefits of formal education and who are willing to learn to perform new functions.

The Council shall give employment consideration to and shall likewise not discriminate against any otherwise qualified handicapped persons. These individuals shall likewise not be excluded from participation in or be denied benefits or subjected to discrimination under the Council's programs or activities.

Although attainment of a high level of education may be important to performance in certain positions, formal education qualifications, unless required by federal, state or local law, or funding source requirements shall not be made a requirement for employment or advancement if a person otherwise has the ability to perform the duties of the position.

The Council shall not consider a criminal conviction an automatic or conclusive indication of a person's character and shall consider each case on an individual basis and in terms of the job he/she is asked to do.

The Council, under the direction of the Executive Director and the Equal Opportunity Chairperson, shall seek qualified minority group applicants for job categories and will make particular efforts to insure minority group representation in occupations at high levels of responsibility.

When and where appropriate, employment advertisements will be placed in newspapers which are widely read so as to ensure that the Equal Opportunity Policy of the Council is upheld in employment practices. Further, the Council will request appropriate groups and agencies to assist in making known the Council's policy, and will advise such groups of available employment opportunities.

The Council will consider for employment at all levels of responsibility persons disadvantaged because of discrimination. Opportunities for earning increased compensation shall be afforded without discrimination to all employees.

Experience has shown that employment alone is not sufficient to fulfill the commitment to the employee. Without adequate prior training and job preparation, a disservice to the employer, the Council and the people to be served is often the result. Therefore, training both on the job and outside the Council is a vital part of the career development program.

Opportunities for advancement to higher levels of responsibility will be afforded to ensure the elimination of discrimination. Through the training programs provided by supervisors or local, state and/or other resource agencies or persons, advancement will be available to all employees. Preparation and job performance at each job level will be made to provide needed courses to foster career development, whenever possible.

IV. VENDOR COMPLIANCE

In accordance with Executive Order 11246, the Community Action Council accepts the obligation to utilize its purchasing power to influence and affect Equal Employment Opportunity policies in all contractors, sub-contractors and vendors from whom the agency purchases goods or services.

V. PARTICIPATION AND SERVICE DELIVERY

The goal of the Council is to achieve the standard of reasonable relationship between the composition of the total low-income population by ethnic groups, sex and age and that of the areas and persons served in all program accounts.

- a. Service delivery staff will continue outreach efforts to stress provision of information about opportunities for participation and benefits to all members of the low-income population. Efforts will be made to reach minority individuals, women, and the aged as applicable.
- b. Statistical information on the social and economic characteristics of the low-income population and the potential recipients of various programs and services shall be kept up-to-date and used as a basis for evaluating program performance along with other criteria by the Equal Opportunity Chairperson.
- c. The Equal Opportunity Chairperson shall review the reporting procedures of the various components at least once a year to determine their validity and correctness.

The Community Action Council will ensure that all major ethnic groups are reasonably represented on the Board and its committees and participate in program planning, development and evaluation.

The Community Action Council's By-Laws provide for representation from minority groups.

VI. INSTITUTIONAL CHANGE

The Community Action Council will serve as a catalyst for positive change in the institutions within the community.

The Council's staff and Board members will become familiar with existing civil rights laws (federal, state and local) which govern the communities served.

The Council will utilize affirmative action techniques to encourage compliance with implementation of civil rights laws by public and private institutions in the community served by the agency.

The Council will utilize affirmative action techniques to change institutional policies or practices which discriminate in the area including, but not limited to: employment, economic development, housing, education, voting, public facilities, criminal justice and welfare.

Attempts will be made to work with appropriate agencies, federal, state, and local institutions, organizations and individuals in developing minority business enterprises and in the

dissemination of information on funds available for meeting the needs of all low-income groups, including student loans, etc.

VII. DISSEMINATION OF EQUAL OPPORTUNITY PROGRAM

The Equal Opportunity Policy and the Affirmative Action Plan and Program of the Council will be distributed to all Board members to make them aware of all facets of the Equal Opportunity Program and to further enable them to carry out these program goals and objectives.

All Council staff shall receive a copy of the Equal Opportunity Policy and the Affirmative Action Plan and Program so that they will be knowledgeable of the Equal Opportunity Program of the Council, become further acquainted with proper procedures of grievance and complaint actions, and under supervision, assist in carrying out the intent of the Policy and Plan within their designated areas.

Where economically feasible, the Council and its delegate agencies shall clearly display on all stationery; in all program sites, near the entrance; and on any other publication or information distributed by the Council that, Community Action Council is an Equal Opportunity/Affirmative Action Employer.

VIII. EQUAL OPPORTUNITY POLICY – PERSONNEL ACTIONS

Equal Opportunity shall be present and take precedence in every personnel action of the Council. Employees shall be governed by the following statement:

No persons shall, on the grounds of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political affiliation or belief be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, which the Council operates. It is further stated that no employee of the Council may directly or through contractual arrangements, on the grounds of race, religion, sex, age, color, national origin, sexual orientation, marital status, political affiliation or belief deny any individual any services, financial aid or other benefit to an individual which is different, or is provided in any different manner, from that provided to others under the program; subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service, financial aid, or other benefit under the program; restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program; treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service, financial aid, or other benefit (including employment) provided under the program; deny any individual an opportunity to participate in the program through the provision of services or otherwise afforded others under the program, including the opportunity to participate in the program as an employee; nor any personnel of the Council, through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation or political affiliation or belief and, employees shall be aware that this prohibition against discrimination includes the receipt and utilization of non-Federal share, contributions, volunteer services, or any other direct or indirect benefits or asset to the Council and against discrimination.

Employees that fail to adhere to the policy are subject to immediate disciplinary action. When "a finding of a fact" of discrimination is found, corrective action will be taken immediately.

Implementation of the Equal Opportunity Policy and Affirmative Action Plan and Programs by employees shall constitute a major factor in the performance rating of the employee.

IX. GRIEVANCE AND APPEAL PROCEDURES

A. POLICY

The agency, recognizing the importance of the individual employee to the organization and the desirability of prompt consideration and disposition for the orderly hearing and equitable handling of employee grievances.

B. DEFINITION: Adverse Action – Any action specified below which the Council brings against one or more employees:

- | | |
|------------------------|------------------------|
| 1. Termination | 5. Reduction in Status |
| 2. Demotion | 6. Suspension |
| 3. Reduction in Salary | 7. Reprimand |
| 4. Probation | 8. Warning |

1. Initiation of Adverse Action: The responsibility for initiating action against an employee or employees rest with the designated supervisor of the employee involved. In case the object of adverse action is the Executive Director, the responsibility rests with the Board of Directors.

Employees are to be treated fairly in all respects. Employees who feel that they have been subjected to unfair treatment or discrimination should have the right to present their grievances according to the grievance procedure in the employee's Personnel Policies and Procedures Handbook.

All employees are covered by a recommended dispute resolution/grievance procedure which is located in the employee's Personnel Policies and Procedures Handbook.

Council employees with a grievance must first go through the agency's procedure and then if the employee is not satisfied he/she may appeal to the Board by filing a request with the Chairman of the Board, thus moving into this process at Step 4 of the formal grievance procedure. Both the Council and the employee will be notified in writing within five working days of the decision. The Board's decision is binding on the behalf of the Council.

The governing body's action should be considered as satisfying the Council's obligation regarding the consideration of employee grievances.

X. DISCRIMINATION COMPLAINT PROCEDURES

Definition: Complaint – A complaint arises from any person who believes he/she has encountered discrimination because of race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political affiliation or belief.

1. A formal signed written complaint shall be addressed to a Hearing Officer designated by the Urban County Government's Affirmative Action Officer. The formal complaint should contain the following elements of information:

- a. Specification of the nature of the discriminatory practice (i.e., race, color, religion, sex, national origin, age, handicap, marital status, sexual orientation, political affiliation or belief).
 - b. Date or time period within which the discriminatory practice is alleged to have occurred.
 - c. Identification of any Federal, State, or local fair employment practices commissions to which the practice has been reported (if the charge concerns a prohibited discriminatory employment practice).
2. The hearing should be scheduled within thirty working days from the time the complaint is filed. As with all hearings the aggrieved person may have present and/or be represented by a person of his/her choice.

XI. MAINTENANCE OF RECORDS AND REPORTS RELATING TO EQUAL OPPORTUNITY POLICY

The Council shall maintain on file for review for a period of no less than two years all applications for employment, the selection criteria and process utilized to select each person for employment.

The Council shall maintain on file for review for a period of no less than twenty years all personnel files and records.

The Council shall maintain on file for review for a period of no less than fifteen years all records and proceedings of complaints of discrimination and grievance procedures.

The Council shall document and maintain a record of its efforts and activities in the implementation of Equal Opportunity Policy and Affirmative Action Plan and Program for a period of no less than fifteen years.

The Council shall develop and maintain on file all of the data utilized in the study and survey to determine the areas of needed improvement and correction for a period not to exceed three years, and the date developed and utilized for each annual improvement and updating of the Equal Opportunity Policy and Affirmative Action Plan and Program for a period not to exceed three years.

XII. PARTICIPATION IN PROGRAM PLANNING, DEVELOPMENT AND EVALUATION

The By-Laws of the Community Action Council will clearly delineate what method is to be used to ensure that all major ethnic groups are reasonably represented on the Board and its committees; through such committees, these members will participate in program planning, development and evaluation.

The membership and Human Rights Committee of the Board will review current membership composition of the private sector of the Board and recommend selections for the next vacancies from any minority group not representing for all groups.

The development, implementation and evaluation of the Affirmative Action Program will involve the poor and low-income residents through their representation on the Community Action Council Board of Directors, Advisory Committees, delegated programs and target area community organizations. Certain funding sources require the submission of the Council Affirmative Action Plan as a condition of funding.

The Board of Directors, Advisory Board, and/or staff of each program account covered under the Affirmative Action Program should reasonably reflect the minority composition of the target population of that program.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 52-2017

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. None	None	None	None	None
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.

Community Action Council

Company

01.09.18

Date

Company Representative

Executive Director

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 52-2017

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 Community Action Council	Contact Person Malcolm Ratchford
Address/Phone/Email 710 W High Street 8592334600 Malcolm.Ratchford@commaction.org	Bid Package / Bid Date RFP#52-2017 January 11, 2018

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
None	None	None	None	None	None	None	None	None

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

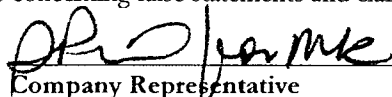
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Community Action Council

Company

01.09.18

Date


Company Representative

Executive Director

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 52-2017

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 MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

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

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

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

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

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

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

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

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

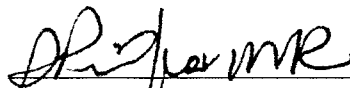
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the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

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

Community Action Council

Company
01.09.18

Date



Company Representative
Executive Director

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

01-09-18
Date



Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
malcolm.ratchford@commaction.org

MEMORANDUM

DATE: January 04, 2018

TO: Michele Lee, Chairperson (via email)

FROM: Malcolm Ratchford, Executive Director

COPY: Strategic Leadership Group (via email)
Sharon Price
Steve Amato (via email)
Fiscal
Front Desk – 710 (via email)

RE: Planned Absence, January 08-12, 2018

I will be out of the office from January 08-12, 2018 attending the Management and Leadership Training Conference at Houston, Texas.

Sharon Price, Director of Child Development, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council during this absence.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that he has been authorized to act on my behalf.

A handwritten signature in black ink, appearing to read "M. Ratchford", written over a horizontal line.

Malcolm Ratchford
Executive Director

Kentucky Association of Counties

All Lines Fund

400 Englewood Drive

Frankfort, KY 40601

Declarations Page

Policy Number P&C0213

Insured Name and Address

Community Action Council

PO Box 11610

Lexington, KY 40576

Policy Period: 7/1/2017 to 7/1/2018

For customer service please call

(800)264-5226

Issued: 05/30/2017

Business Description Community Action

In return for the payment of the premium, and subject to all the terms of the policy, we agree to provide the insurance stated in the binder.

Coverage			Deductible
General Liability (Per OCC/AGG)	5,000,000	5,000,000	0
Law Enforcement (Per OCC/AGG)	NCD	NCD	NCD
Errors/Omissions (Per OCC/AGG)	5,000,000	5,000,000	1,000
Employment Practices (Per claim/AGG)	5,000,000	5,000,000	1,000
Cyber Liability (Per claim/AGG, including \$500,000 in privacy response expense)	1,000,000	1,000,000	2,500
Auto Liability (CSL)	5,000,000		0
Auto Comprehensive	ACV		500
Auto Collision	ACV		500
P.I.P. (No Fault)	10,000		0
Under Insured/Un-Insured	60,000		0
Non Owned Auto Coverage	Primary		
Property/Buildings	As Per Statement on File		500
Personal Property	As Per Statement on File		500
Boiler & Machinery	15,000,000		1,000
Inland Marine & EDP	As Per Statement on File		500
Business Income	500,000	500,000	0
Flood	1,000,000	1,000,000	0
Earthquake	N/A	N/A	N/A
Crime (Other than Employee Dishonesty)	150,000		500
Employee Dishonesty (Policy #: CIC1964)	150,000		250
Legal Defense Coverage	100,000		0

Policy Exceptions: Products-completed operations hazard limit = \$1,000,000

Authorized
Representative



Date 5/30/2017

KACo WORKERS COMPENSATION FUND

400 Englewood Drive
Frankfort, KY 40601
1-800-264-5226

CERTIFICATE OF WORKERS COMPENSATION COVERAGE

KACO W/C-4

-
- ITEM 1 -** Name and Address of Insured:
Community Action Council
PO Box 11610
Lexington, KY 40576
- ITEM 2 -** Certificate Number: WC2017-0213
- ITEM 3 -** Effective Date: Saturday, July 01, 2017 Expiration Date: Sunday, July 01, 2018
12:01 A.M., standard time at the address of the Insured as stated herein.
Cancellation Notice: 60 Days - Pursuant to KRS 304.50
- ITEM 4 -** Coverage under this Certificate applies to the Kentucky Workers Compensation Law. (KRS 342)
- ITEM 5 -** Company's Limit of Indemnity Each Occurrence:
(a) For Workers Compensation: Statutory
(b) For Employers Liability: \$2,500,000
- ITEM 6 -** Workers Compensation Premium: \$96,076.00
- ITEM 7 -** Special Fund Tax: \$6,043.00
- ITEM 8 -** TOTAL PREMIUM:* \$102,119.00
- ITEM 9 -** Payment Options:
(1) Full payment by 8/1/2017. 1% discount applied = \$101,097.81
(2) 50% payment by 8/1/2017 and 3 subsequent equal monthly pmts. on balance.
50% = \$51,059.51 Plus 3 monthly payments of \$17,019.83

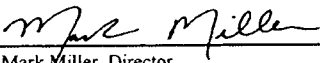
Please Note: Effective November 1, 2017 any outstanding balance due on this premium will accrue a compounding monthly interest charge of 1%. To make certain no interest is charged, be sure to make full payment postmarked no later than October 31, 2017

* An invoice accompanies this declaration for the total amount due.

This Certificate of Coverage shall not be binding of the KACo Workers Compensation Fund unless countersigned by a duly authorized representative of the Fund.

This Coverage has been placed with a Workers Compensation Self-Insured Group which has received a certificate of filing from the Commonwealth of Kentucky. Claims against group members are not covered by the Kentucky Insurance Guaranty Association.

Dated at Frankfort, Kentucky this 30th day of May, 2017


Mark Miller, Director

KACo
Making Workers Comp Work in Kentucky