

4.1 Cover Page

Organization/Lead Applicant Name:	Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.
Organization/Lead Applicant Address:	PO Box 11610 Lexington, KY 40576
Authorized Representative Name:	Ms. Sharon Price
Authorized Representative Contact:	sharon.price@commaction.org 859-233-4600
Project Title:	Home Stability Project (HSP)

Project Summary: Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. seeks funding to implement the Home Stability Project (HSP). This pilot project aims to address episodic homelessness for families with income by offering short-term hotel accommodations instead of placing the family on the Council’s Emergency Family Housing (EFH) Waitlist. EFH, Lexington’s only family shelter that keeps households together, operates through scattered-site, master-leased units, limiting its capacity to provide services to no more than four to five households at any given time. Moreover, families exiting EFH do not receive case management support, potentially resulting in more frequent returns to homelessness. HSP will address these challenges by offering temporary hotel stays for families with income experiencing an episode of homelessness while providing case management support and financial assistance to obtain permanent housing as quickly as possible. Families often face delays or difficulties in accessing permanent housing due to financial barriers, such as rental or utility arrears, security deposits, application fees, and other move-in expenses. Through HSP, families will continue to receive case management services for up to three months once housed or until the family has achieved housing stability. HSP will serve approximately eight households during the pilot period. Anticipated outcomes include a reduction in the length of stay in shelter, a decrease in the number of families returning to homelessness within six months, and increased number of households maintaining stable housing for at least six months.

Home Stability Project Community Action Council

Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (the Council) seeks funding to implement the Home Stability Project (HSP). This pilot project aims to address episodic homelessness for families with sources of income by providing short-term hotel accommodations, targeted financial assistance and up to three months of case management support to ensure long-term housing stability. By addressing key financial and systemic barriers that prevent families from transitioning into stable housing, HSP will expand Lexington's Homeless Response System's ability and capacity to serve two-parent and group families experiencing homelessness. This initiative will adopt elements of a transition-in-place model, ensuring that families remain stably housed while receiving continued support.

5.1 Organizational Capacity & Experience

Organizational Expertise and Experience. The Council is a private, nonprofit organization with 60 years of experience supporting individuals and families as they move along the pathway to economic self-sufficiency. As our mission states, "Community Action Council prevents, reduces and eliminates poverty among individuals, families and communities through direct services and advocacy."

As a community action agency, the Council has extensive experience providing case management services and administering financial assistance for households in crisis. The Council offers various programs and services, including early childhood education through its five Head Start programs, energy efficiency through the Weatherization Assistance Program, financial literacy trainings, workforce development, youth services and health and nutrition programming. The Council provides financial assistance through the Low Income Home Energy Assistance Program in its four-county core service area and, most recently, collaborated with Lexington-Fayette Urban County Government (LFUCG) to administer the Housing Stabilization program to provide rental assistance to assist families in avoiding evictions during the COVID-

Home Stability Project Community Action Council

19 pandemic. Through this program, the Council distributed over \$52 million in rental and utility assistance for more than 7,000 Fayette County households.

The Council's Office of Housing and Homeless Services (OHHS) operates a broad portfolio of housing-focused services, including street outreach, emergency shelter, rapid rehousing, and supportive and permanent housing. Notably, the Council operates Lexington's only emergency family shelter, which allows two-parent and group families to remain intact during times of crisis. The Council's housing and homeless services programs are primarily funded through the US Department of Housing and Urban Development's (HUD) Continuum of Care (CoC) program, the Department of Health and Human Services, through SAMHSA, as well as local funding through LFUCG's Office of Homelessness Prevention and Intervention (OHPI).

Experience of Key Personnel. The Council employs a team of housing professionals with extensive experience and understanding of Lexington's homelessness response system. Our Housing Team members possess deep knowledge of Lexington-based resources and case management strategies that promote housing stability and long-term economic self-sufficiency. Francia Gonzalez, Housing Case Management Specialist, will provide direct participant services, including ongoing case management and housing search assistance. She will also be responsible for collecting and entering data points in the Kentucky Housing Management Information System (KYHMIS) and the Council's internal empowOR database system. Ms. Gonzalez will also coordinate with external community partners to facilitate needed services, such as employment assistance, mental or physical health consultation and treatment, and linkage to nutritional supports or other identified service needs and resources.

Resumes of key personnel are included in the attachments of this application. The Council is not proposing the use of any subcontractors.

Home Stability Project Community Action Council

Continuum of Care & Coordinated Entry Engagement. The Council is a formal member of Lexington's CoC and actively participates in the coordinated entry system (CES). Our involvement with the CoC ensures that households experiencing or at risk of homelessness are connected to the most appropriate resources in a coordinated and strategic manner. The Council works closely with our housing-focused community partners to enhance service coordination, maximize resource utilization, and improve outcomes for vulnerable households.

The Council utilizes the Kentucky Homeless Information System (KYHMIS) to track and report service delivery outcomes. Our organization is committed to full participation in KYHMIS to ensure accurate data collection, compliance with reporting requirements, and informed decision-making to improve service delivery.

5.2 Project Design

Identified Service Gaps & Local Priority Alignment. The proposed Home Stability Project (HSP) will address a critical gap in Lexington's homelessness response system by providing short-term, non-congregate shelter, targeted financial assistance, and case management to families with income who are experiencing homelessness. By offering an alternative shelter environment, HSP will help families avoid prolonged stays on the EFH Waitlist while providing essential support to secure permanent housing.

EFH, Lexington's only family shelter, is a non-traditional shelter option that allows two-parent and group families to remain together in master-leased, scattered-site housing units. Through this program, Housing Case Management staff collaborate with the family to develop long-term self-sufficiency plans, access mainstream benefits and available community resources, and locate and obtain housing of their choice. However, EFH is limited on the number of families it can serve at any time due to the program structure. Although EFH provides essential shelter and supportive services, it does not offer the financial assistance often necessary to

Home Stability Project Community Action Council

alleviate housing barriers, such as rental arrears, deposits, or application fees. Nor does EFH provide ongoing case management once families become housed, which can support long-term housing retention.

Lexington's *Five-Year Strategic Plan to Reduce and Effectively End Homelessness* identifies rapid rehousing and financial assistance as key strategies to reduce the incidence of homelessness in our community. However, economic barriers—including unpaid rent or utility balances—prevent many families from securing permanent housing. The Office of Homeless Prevention and Intervention (OHPI) has highlighted the need for flexible and innovative programming that reduces emergency shelter stays and assists families in rapidly transitioning to stable housing.

Lexington's *Racial Equity Report* also underscores the disproportionate impact homelessness has on vulnerable populations. Marginalized communities often face higher rates of eviction, have a lower chance of receiving approval for housing, and may experience greater difficulty in accessing financial resources. Combined, these factors contribute to extended shelter stays and a higher likelihood of returns to homelessness for our most vulnerable families. The HSP program seeks to address this gap by combining financial assistance with ongoing case management after program exit. This will ensure that families can exit shelter more rapidly and have the necessary support to maintain long-term housing stability.

The need for this project is clear. According to Kentucky Housing Corporation's 2024 K-Count, 825 individuals were experiencing homelessness on a given night in 2024, with 706 residing in emergency shelters. The Housing Inventory Count (HIC) reveals a shortage of available affordable units, making it even more difficult for families to transition from shelter into permanent housing. Further, the *Federal Strategic Plan to Prevent and End Homelessness*

Home Stability Project Community Action Council

(All In) emphasizes the importance of Housing First strategies, which prioritize removing financial and systemic barriers to housing as a means of ending homelessness more effectively. Despite existing rapid rehousing programs, families in EFH still encounter delays due to financial barriers and lack of sustained case management support post-exit, contributing to instability and repeat episodes of homelessness.

HSP introduces a new and innovative resource to Lexington's housing system by offering a transition-in-place model that expedites access to permanent housing by resolving financial barriers and providing ongoing case management support. This is not a duplication of existing resources but a complementary solution that enhances the homeless response system by bridging the gap between shelter and housing stability.

Operational Process. HSP will operate within the Council's Office of Housing and Homeless Services (OHHS), which oversees a broad portfolio of housing-focused services, including street outreach, emergency shelter, rapid rehousing, and supportive and permanent housing. HSP will specifically target families eligible for or on the EFH waitlist, prioritizing households with a secured income source or housing voucher and whose housing situation could be addressed through limited financial assistance. The Council anticipates serving approximately eight households through this initiative, though more may be served as funding allows based on each household's individual needs.

Impact. By providing shelter through non-congregate, short-term hotel stays in combination with case management support and financial assistance, HSP aims to reduce the length of time families must stay in shelter, lower the rate of families returning to homelessness, and improve overall housing stability in Fayette County. If successful, this pilot project may serve as a

Home Stability Project Community Action Council

scalable model for other providers, enhancing our local homeless response network and informing future funding and policy decisions.

Implementation Timeline. As an extension of the EFH program, HSP is designed to be rapidly deployed in our community. Assuming a start date of May 1, 2025, the Council anticipates beginning services within 14 days of award. This will allow time for fund set up in the Council MIP Abila system and integration into empowOR, the case management platform used by the Council. The Council anticipates full program enrollment within 120 days of award, recognizing that not all households on the EFH waitlist will require HSP assistance.

5.3 Services and Outcomes

Service Provision. HSP will offer targeted support to families with income experiencing homelessness. This support includes short-term hotel accommodations, limited financial assistance and ongoing case management for up to three months after securing housing. Financial assistance will help families immediately overcome barriers to housing, such as rental or utility arrears that prevent approval for housing, security and utility deposits, and essential move-in expenses, such as mattresses or other critical furnishings not available through alternative funding sources. Additionally, families may receive up to two months of rental assistance to help them stabilize in their new home.

Case management services will be responsive and flexible, meeting families where they are, whether that is at their homes, at our offices, or out in the community. HSP case management services may include weekly check-ins and monthly home visits to monitor stability, housing search assistance, financial literacy and budgeting support, eviction prevention activities, including helping the family understand lease agreements and engaging in landlord mediation to address concerns and maintain housing, and linkage to wraparound supports, such as workforce development and job training, early childhood education services, transportation

Home Stability Project Community Action Council

assistance, connection with physical and mental health providers, and other available community services as needed to facilitate long-term stability.

Outcomes. The Council aims to achieve the following outcomes:

1. *Reduction in length of stay in shelter.* Families will exit HSP to permanent housing within an average of **30 days**.
2. *Reduction in number of returns to homelessness.* No more than **10 percent** of households will return to homelessness within six months of program exit.
3. *Increase in number of households maintaining housing stability for at least six months.*
At least **90 percent** of families will remain stably housed for at least six months after permanent housing placement.

These outcomes will provide critical insight into the success of the program and the feasibility of utilizing this or a similar model to enhance the housing stability of households in emergency shelters.

Data Collection and Evaluation. The Council will utilize the Kentucky Housing Management Information Systems (KYHMIS) and its internal empowOR case management system to track and monitor the proposed outcomes. Follow-ups with families will be conducted at 90 and 180 days to evaluate returns to homelessness and the number of households maintaining permanent housing. All metrics will be compared with EFH program outcomes to assess the pilot project's success in promoting long-term housing stability by providing additional supports after exiting shelter services. The OHHS Director will review outcome information periodically and use the data to make informed decisions for continuous quality improvement.

5.4 Sustainability

The Council will identify and pursue all suitable competitive funding opportunities, including federal, state and local sources. The Council will also submit applications to private

Home Stability Project Community Action Council

entities with a history of supporting community-based programs and/or those specifically dedicated to ending homelessness, such as Blue Grass Community Foundation, Kentucky Utilities, Kentucky American Water, and JPMorgan Chase Foundation.

As a means of educating the community on issues related to homelessness and housing instability, the Council, with support from OHPI, will regularly promote—through print, digital, social media and news media platforms—the impact and outcomes of the Lexs End Homelessness Housing Flex Fund and how it is positively and practically addressing real needs for both its participants and the community. This education should also pave the way for the identification of potential funders.

Lexington has a long history of being one of America’s “most generous” cities. Building upon that community history and our track record for raising private support, the Council will identify and solicit charitable gifts from benefactors, setting a goal of at least \$10,000.

5.5 Budget and Budget Narrative

The Council requests \$40,000 to implement the Emergency Family Housing Home Stability Project. This project will address episodic homelessness for families with income by offering short-term hotel accommodations, limited financial assistance, and case management support to foster rapid stabilization.

Personnel: Personnel includes 0.03 for a Housing Case Management Specialist. The Housing Case Management Specialist will be responsible for all direct participant services.

Position	FTE	Cost
Housing Case Management Specialist (<i>F. Gonzalez</i>)	0.03	\$1,085
TOTAL	0.03	\$1,085

Fringe Benefits: Fringe benefits are based on the salaries of 0.03 FTE. Aside from federal and state-mandated costs for FICA and worker’s compensation, the fringe costs are based on the Council’s annual compensation plan to ensure that benefits are fair, competitive, sustainable, and reasonable for the role, qualifications, and service area. Benefits include FICA, Worker’s Compensation, Accrued Leave (The Council banks leave in the Accrued Leave Reserve Account as it is earned to ensure leave is funded in the grant year it is earned; this account is charged when individuals take leave), Health, Life, and Disability Insurance (to pay the Council’s portion

**Home Stability Project
Community Action Council**

of the costs of health insurance into the Council's self-funded health insurance plan for the employees participating in the agency plan), group term life insurance, and disability insurance.

Fringe Benefits		Cost
FICA		\$90
Worker's Compensation		\$6
Pension/Retirement		\$94
Health Insurance		\$262
Life Insurance		\$6
Disability Insurance		\$4
Accrued Leave		\$95
TOTAL		\$557

Equipment: Not applicable.

Travel: The Council requests \$350 of in-area travel.

Travel		Cost
In-area Travel	Calculated at 500 miles * federal mileage rate of \$0.70 per mile	\$350
TOTAL		\$125,358

Contractual: Not applicable.

Operating Expenses: Client Benefits represent an approximation of the funding necessary to serve a minimum of eight households per year based on a maximum rate of approximately \$4,000 per household. The Council will serve additional participant households as need and funding allows.

Operating Expenses		Cost
Client Benefit Expenses	Maximum of \$4,000 in financial assistance paid directly to relevant vendors. Potential assistance includes short-term hotel stays, rental and/or utility arrears, rental and/or utility deposits, application fees, home furnishings such as mattresses, procuring identification documents, etc.	\$33,626
TOTAL		\$33,626

Indirect Costs: Indirect costs are calculated using the Council's federally negotiated indirect cost rate agreement's provisional rate of 12.3% of Modified Total Direct Costs. See attachments for a copy of the NICRA from the Council's cognizant agency, Department of Health and Human Services.

Expense		Cost
Indirect Costs	$= (-\$40,000/1.123) * 0.123$	\$4,381
TOTAL		\$4,831



Fiscal Year 2025-26 Budget
July 1 - Jun 30

	Increase	Decrease	New Budget
REV			
1000 REVENUE			
9999 N/A			
4010 GRANT REVENUE	\$	(40,000)	\$ (40,000)
9999 N/A Total	\$	(40,000)	\$ (40,000)
1000 REVENUE Total	\$	(40,000)	\$ (40,000)
REV Total	\$	(40,000)	\$ (40,000)
EXP			
4050 PROGRAM OPS			
9999 N/A			
6000 SALARY EXPENSE - PERMANENT	\$	1,085	\$ 1,085
6110 FICA EXPENSE	\$	90	\$ 90
6120 WORKERS COMPENSATION EXPE	\$	6	\$ 6
6130 PENSION EXPENSE	\$	94	\$ 94
6140 HEALTH INSURANCE EXPENSE	\$	262	\$ 262
6150 LIFE INSURANCE EXPENSE	\$	6	\$ 6
6160 UNEMPLOYMENT EXPENSE	\$	-	\$ -
6170 DISABILITY INSURANCE EXPE	\$	4	\$ 4
6190 ACCRUED LEAVE	\$	95	\$ 95
7100 IN-AREA TRAVEL EXPENSE	\$	350	\$ 350
7500 CLIENT BENEFITS EXPENSE	\$	33,626	\$ 33,626
7990 INDIRECT COST EXPENSE	\$	4,381	\$ 4,381
9999 N/A Total	\$	40,000	\$ 40,000
4050 PROGRAM OPS Total	\$	40,000	\$ 40,000
EXP Total	\$	40,000	\$ 40,000
Grand Total	\$	0	\$ 0

Christopher Marty Jones

105 Johnstone Trail, Georgetown, KY 40324
(859) 494-0470 (mobile) cjcjmjones1976@google.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
Director of Housing & Homeless Services (2/19-Present) ***Programs Manager*** (6/14-2/19); ***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 six distinct Continuum of Care supportive housing 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; fostering of intra-agency collaboration across offices and divisions to accomplish goals of programs; and nearly a 300% increase in the Council's funding for supportive housing programs since 2010.
- 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 have included Office of Homelessness Intervention & Prevention, Kentucky Housing Corporation, New Vista, GreenHouse17, Arbor Youth Services and Homeless and Housing Coalition of Kentucky.
- Successfully directed and oversaw special programming in response to the Covid 19 Pandemic which included operating several iterations of a non-congregate seasonal shelter and a transitional housing project with combined budgets of over \$4,000,000 that provided shelter and temporary housing for nearly 1,000 individuals and assistance in securing housing for over 50 households.
- Ensure the submission of renewal grant applications and periodic program reports, in collaboration with the appropriate Offices, for the Council's Supportive Housing programs as required by the funding sources. Major activities include submission of monthly, quarterly, bi-annual and annual progress reports for 9 separate programs including those for the Council's Continuum of Care, HOME Tenant Based Rental Assistance and SAMHSA

funded programs; and ensure maintenance of data per HUD data quality standards in the Homeless Management Information System.

- Collaborate with the Director for the Office of Community Services, Chief Financial Officer, Supportive Housing Manager, program staff and the Training and Development Manager, to provide technical assistance and coordinate relevant trainings to ensure compliance and utilization of best practices.
- Develop five year strategic plan for the Council's Office of Housing and Homeless Services in conjunction with the Council's Office of Sustainability to establish key goals, objectives and strategies through FY2028.

Manchester Center, Inc., Lexington, KY

Executive Director (6/07-6/10); ***Assistant Director*** (5/03-6/07)

Duties included:

- Managed and supervised 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.
- Worked with the Board of Directors regarding affairs of the organization. Major activities included 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.
- Directed and supervised staff in executing the Center's programs and services and ensured compliance with all funding guidelines and reporting requirements. Successes included expansion of the Youth Development and Community Enrichment programs by increasing enrollment and providing additional community activities respectively.
- Secured grant funding from government, corporate and private sources to financially support the Center's programs. Accomplishments include the receipt of nearly \$100,000 in grant funding from June 2007 through June 2010, and in collaboration with the Executive Director successfully obtained funding for 89% and 85% of grant requests in FY05 and FY06 respectfully, including \$50,000 to start an endowment for tuition scholarships.

ACTIVITIES, AWARDS & CERTIFICATES

Balance of State (BOS) CoC Advisory Board Member - 7/1/15-6/30/21

- Chair for BOS CoC Advisory Board (7/1/19-6/30/21)
- Vice Chair for BOS CoC Advisory Board (7/1/18-6/30/19)
- Performance Measures Committee Chair 7/1/17-6/30/18)

Advisory Board-Urban Institute Evaluation of HUD CoC Joint Component Program - 4/1/24-Present

Kentucky Interagency Council on Homelessness SOAR Sub-Committee - 1/1/24-Present

Certified Community Action Professional - 2012-Present

FRANCIA GONZALEZ

HOUSING CASE MANAGEMENT SPECIALIST

CONTACT

2381 Geranium Ln
Lexington, KY 40514
(859) 285-2777
Sifrina22@hotmail.com

SUMMARY

I have ten + years of progressive experience in: Customer Service, Communication, Strategic Planning, Problem Solving, Analytical Analysis, Computer Technologies, Operational Forecasting and Team Building and 2 years as an Electronic Data Interchange Coordinator.

EDUCATION

Eastern Kentucky University
BA in Spanish (Fluent)

TRAININGS & CERTIFICATIONS

Promoting Housing Stability
through Active Engagement
2022

Supportive Housing Onboarding
Curriculum 2022

Homeless Counseling Service
Model Series 2021

Reaching individuals: Behind and
beyond bars 2020

HUD Visual Assessment Course
2020

HUD CERTIFIED COUNSELOR 2019

EXPERIENCE

Housing Case Management Specialist

2020-PRESENT

Support individuals by conducting assessments, developing personalized service plans, and connecting with essential community resources. Utilizing evidence-based practices such as motivational interviewing and harm reduction strategies, guide households through the stages of change while ensuring confidentiality and compliance with all relevant regulations. Provide ongoing support, assist in crisis planning, and advocate for participants' needs. Maintains accurate documentation and collaborates with community partners to help individuals achieve stability.

Homeownership Bilingual Counselor

2018-2024

Provided first-time homebuyer counseling in financial management, housing affordability, fair housing, homeownership, foreclosure prevention, and tenancy. Assessed client needs and delivered technical assistance and training. Assisted clients in securing appropriate financing for homeownership and offered post-loan-closing support to ensure long-term stability.

Logistics Dispatch Associate

2017

Recorded driver arrival and departure times in LMS while tracking shipment details, locations, and ETAs. Worked with carriers to resolve issues, ensure service compliance, and expedite delayed freight. Provided route-specific information to drivers and allocated resources for hot part deliveries. Trained new employees, addressed procedural issues, and notified customers of shipment delays. Collaborated with OMC Mexico for timely border crossings and used Active Aero to arrange on-time shipments.

Bilingual Electronic Data Interchange Coordinator

2009-2011

Provided first-level EDI support, resolving issues, processing documents, and troubleshooting with VANs and trading partners. Managed EDI rollouts, monitored performance, and ensured timely resolution of operational problems. Led daily Change Management meetings, tracked project statuses, and handled incidents, requests, and outages.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Portfolio
Cost Allocation Services

1301 Young Street
Suite 1140
Dallas, TX 75202
PHONE: (214) 767-3261
FAX: (214) 767-3264
EMAIL: CAS-Dallas@psc.hhs.gov

October 20, 2023

Sharon Price
Executive Director
Community Action Council Lexington-Fayette
P.O. Box 11610
Lexington, KY 40576

Dear Ms. Price:

A copy of an indirect cost rate agreement is being sent to you for signature. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the agreement signed by an authorized representative of your organization and return to me by email, retaining the copy for your files. Our email address is CAS-Dallas@psc.hhs.gov. We will reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use.

An indirect cost proposal, together with the supporting information, is required to substantiate your claim for indirect cost under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending June 30, 2023 is due in our office by December 31, 2023. Please submit your next proposal electronically via email to CAS-Dallas@psc.hhs.gov.

Sincerely,

Arif M. Karim -S

Digitally signed by Arif M. Karim -S
Date: 2023.10.31 09:37:02 -05'00'

Arif Karim
Director
Cost Allocation Services

Enclosure

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY EMAIL

NONPROFIT RATE AGREEMENT

EIN: 1610650121A1

ORGANIZATION:

Community Action Council for Lexington-Fayette,
Bourbon, Harrison & Nicholas Counties, Inc.

PO Box 11610

Lexington, KY 40576

Date: 10/20/2023

FILING REF.: The preceding
agreement was dated
02/07/2022

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

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

	<u>EFFECTIVE PERIOD</u>				
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	07/01/2020	06/30/2021	11.70	On-site	All Programs
FINAL	07/01/2021	06/30/2022	12.30	On-Site	All Programs
PROV.	07/01/2022	06/30/2025	12.30	On-Site	All Programs

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations) and subawards.

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

(1) Grantee charges all costs direct to grants and/or contracts except the costs listed below:

A. Salaries and Wages of included in the pool for agency–wide employees are as follows: Executive Director, Executive Projects Coordinator, Administrative Assistant to the Executive Director, Chief Financial Officer, Controller, Budget Manager, Staff Accountant II, Accounting Coordinator (2), Fiscal Compliance Manager, Budget Analyst, Administrative Assistant Program Development, Payroll Manager, PBX Operator (2), Director of Planning, Communications and Advancement, Development Manager, Community Development Specialist, Program Grants & Contract Manager, Administrative Assistant–Program Development , Director of Human Resources , Benefits and Compensation Manager , HR Generalist, Center Manager of Nicholas County, Center Manager of Harrison County.

B. Leave and fringe benefits for above personnel only are included in the indirect cost pool.

C. Other expenses – consultant/contractual, space, supplies, travel, communication/IT, postage, photocopy, printing, periodicals, technical subscriptions, meeting expense, lease and maintenance of equipment and miscellaneous.

(2) The directly claimed fringe benefits include FICA, Disability Insurance, Life Insurance, Pension, Worker's Compensation, Unemployment Insurance and Health Insurance.

(3) The indirect cost rate has been negotiated in compliance with the Administration for Children and Families (ACF) Program Instruction (ACYF–PI–HS–08–03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro–ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. As of January 1, 2022, the rate of compensation for an Executive Level II is \$203,700 per year.

(5) Your next proposal based on actual costs for the fiscal year ending 06/30/23 is due in our office by 12/31/23.

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

SECTION III: GENERAL

A. LIMITATIONS:

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

B. ACCOUNTING CHANGES:

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

C. FIXED RATES:

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

D. USE BY OTHER FEDERAL AGENCIES:

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

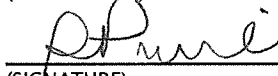
E. OTHER:

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

BY THE INSTITUTION:

Community Action Council for Lexington-Fayette, Bourbon,
Harrison & Nicholas Counties, Inc.

(INSTITUTION)


(SIGNATURE)

Shawn Price
(NAME)

Executive Director
(TITLE)

11.06.23
(DATE)

ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -S Digitally signed by Arif M. Karim -S
Date: 2023.10.31 09:36:28 -05'00'

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

10/20/2023

(DATE)

HHS REPRESENTATIVE: Birol Hasan

TELEPHONE: (214) 767-3261

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

Subject: Affirmative Action Plan

Number: A-1990-G

Change No: 2

Replaces: Affirmative Action
Policy A-1990-G

Effective Date: Immediately

Reference: N/A

Expiration Date: None

Approval: Board of Directors

Type: Policy

Date: January 24, 2018

DISTRIBUTION:

- Operations Manual Distribution List A
- Members, Personnel Committee, Board of Directors
- Steve Amato, General Counsel
- All employees (via payroll 2/7/18)

FILING INSTRUCTIONS (Persons with Operations Manual):

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

BACKGROUND

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

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 belief or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

B. POPULATION OF COUNTIES – SEE ATTACHMENT

C. STATEMENT OF COMPLIANCE

Community Action Council is responsible for compliance with all applicable Equal Opportunity policies as established by the Board of Directors, and laws, as set forth by the Civil Rights Act, to insure non-discrimination based on race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

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

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

This plan and policy shall also be flexible enough to include all new human rights programs and regulations as they are created and implemented. Community Action Council maintains an Affirmative Action Plan in compliance with the above listed legal mandates. The plan will ensure that employees are recruited, hired and promoted on the basis of ability, experience and training without regard to race, religion, gender, age, color, national origin, handicap, marital status, sexual orientation or political belief or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

D. MASTER PURPOSE

Community Action Council's Affirmative Action master purpose is to implement a positive policy prohibiting discrimination because of race, religion, gender, age, color, national origin, handicap, marital status, sexual orientation, political belief or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations and to give assistance within our agency's systems and sub-systems and also outside the agency. This includes assurance of compliance with Title VII of the Civil Rights act of 1964, as amended; Executive Order 11246, and other human rights policies or directives as may be implemented in the future.

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

II. ADMINISTRATION

A. BOARD OF DIRECTORS

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

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

The Board shall establish the Personnel Committee, which shall have important advisory functions. The Personnel Committee shall fairly reflect the composition of the Board, with at least 1/3 of the members as representatives of the poor, and there shall be representation from all of the minority groups.

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

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

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

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

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

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

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

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

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

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

B. PERSONNEL COMMITTEE

The functions of the Personnel Committee shall be:

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

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

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

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

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

To provide the leadership in conducting a continuing campaign to eradicate every form of prejudice or shall not discriminate against any person on the basis of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations. discrimination based on race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, or political belief, within the scope of the Council's operations.

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

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

C. STAFF EQUAL OPPORTUNITY CHAIRPERSON

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

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

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

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

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

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

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

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

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

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

D. EQUAL OPPORTUNITY COUNSELOR

Any employee or applicant for employment, program participant, or applicant for program participation or benefits, either directly or indirectly, who believes that he/she has encountered discrimination on the basis of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations must first consult with an Equal Opportunity Counselor, prior to filing a formal complaint. The complainant may select any counselor of his/her choice, who is appointed to serve the Council.

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

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

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

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

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

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

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

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

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

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

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

III. NON-DISCRIMINATION POLICIES IN EQUAL EMPLOYMENT

A. DEFINITION

Non-discrimination – The objective is to obtain qualified employees consistent with position requirements; to seek, employ, promote and treat all employees and applicants without discrimination on the basis of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

RECRUITMENT, SELECTION, ADVANCEMENT, COMPENSATIONS, ETC.

The Community Action Council Board of Directors shall maintain a continuous non-discrimination policy in regard to recruitment, selection, advancement, compensation, etc.,

policies. All areas shall be diligently covered and made available to all employees 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, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

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

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

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

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

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

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

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

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

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

Opportunities for advancement to higher levels of responsibility will be afforded to ensure the elimination of discrimination. Through the training programs provided by supervisors or local,

state and/or other resource agencies or persons, advancement will be available to all employees. Preparation and job performance at each job level will be made to provide needed courses to foster career development, whenever possible.

IV. VENDOR COMPLIANCE

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

V. PARTICIPATION AND SERVICE DELIVERY

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

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

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

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

VI. INSTITUTIONAL CHANGE

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

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

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

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

Attempts will be made to work with appropriate agencies, federal, state, and local institutions, organizations and individuals in developing minority business enterprises and in the dissemination of information on funds available for meeting the needs of all low-income groups, including student loans, etc.

VII. DISSEMINATION OF EQUAL OPPORTUNITY PROGRAM

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

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

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

VIII. EQUAL OPPORTUNITY POLICY – PERSONNEL ACTIONS

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

No persons shall, on the grounds of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations. race, religion, sex, age, color, national origin, handicap, marital status, sexual orientation, political belief be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, which the Council operates. It is further stated that no employee of the Council may directly or through contractual arrangements, on the grounds of race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations deny any individual any services, financial aid or other benefit to an individual which is different, or is provided in any different manner, from that provided to others under the program; subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service, financial aid, or other benefit under the program; restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program; treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service, financial aid, or other benefit (including employment) provided under the program; deny any individual an opportunity to participate in the program through the provision of services or otherwise afforded others under the program, including the opportunity to participate in the program as an employee; nor any personnel of the Council, through contractual or other arrangements, utilize criteria or

methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations and, employees shall be aware that this prohibition against discrimination includes the receipt and utilization of non-Federal share, contributions, volunteer services, or any other direct or indirect benefits or asset to the Council and against discrimination.

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

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

IX. GRIEVANCE AND APPEAL PROCEDURES

A. POLICY

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

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

- | | |
|------------------------|------------------------|
| 1. Termination | 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, gender, age, disability, marital status, political beliefs or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations.

1. A formal signed written complaint shall be addressed to a Hearing Officer designated by the Urban County Government's Affirmative Action Officer. The formal complaint should contain the following elements of information:
 - a. Specification of the nature of the discriminatory practice (i.e., race, religion, gender, age disability, marital status, national origin, sexual orientation, political belief, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws in any of its activities or operations).
 - b. Date or time period within which the discriminatory practice is alleged to have occurred.
 - c. Identification of any Federal, State, or local fair employment practices commissions to which the practice has been reported (if the charge concerns a prohibited discriminatory employment practice).
2. The hearing should be scheduled within thirty working days from the time the complaint is filed. As with all hearings the aggrieved person may have present and/or be represented by a person of his/her choice.

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

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

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

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

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

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

Opportunity Policy and Affirmative Action Plan and Program for a period not to exceed three years.

XII. PARTICIPATION IN PROGRAM PLANNING, DEVELOPMENT AND EVALUATION

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

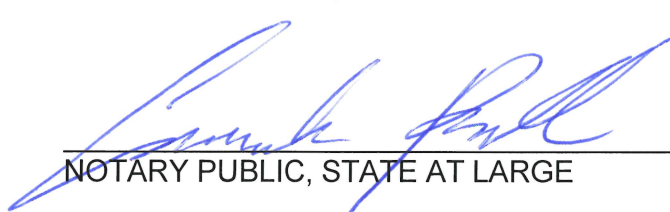
Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Sharon Price on this the 27th day
of February, 2025

My Commission expires: July 18, 2027


NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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


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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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



Signature

Community Action Council

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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 and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐



and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Date

Company Representative

Title

4870-1925-6809, v. 1

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

02/27/2025

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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