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# Christopher Marty Jones

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(859) 494-0470 (mobile) cjcmmjones@yahoo.com

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## 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 five distinct Continuum of Care programs and ensure compliance with funding source requirements. Successes include overhaul of procedures and processes for the Council's Supportive Housing Programs to improve program compliance, efficiency and effectiveness; and fostering of intra-agency collaboration across offices and divisions to accomplish goals of programs.
- Develop, coordinate and maintain effective working relationships with partnering organizations for the purposes of program implementation and/or addressing various issues related to poverty. Major activities include working with partnering organizations regarding coordination of services, planning for effective utilization of resources and ensuring successful program outcomes.
- Develop and submit renewal grant applications and periodic program reports, in collaboration with the appropriate Offices, as required by the funding sources. Major activities include submission of monthly, quarterly, bi-annual and annual progress reports for as many as 11 separate programs including those for the Council's Continuum of Care, HOME Tenant Based Rental Assistance and Emergency Solutions Grant programs, as well as various other programs; ensure maintenance of data per HUD data quality standards in Homeless Management Information System; and submission of renewal funding applications and required documents for the Council's Supportive Housing programs.
- Collaborate with the Director of Community Services, Chief Financial Officer, Supportive Housing Coordinator, program staff and the Training and Development Manager, to provide technical assistance and coordinate relevant trainings to ensure compliance and utilization of best practices.

## ACTIVITIES, AWARDS & CERTIFICATES

**Balance of State (BOS) CoC Advisory Board Member—7/1/15-Present**

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

**Certified Community Action Professional--2012**

**Leadership Lexington—Class of 2006-2007**

# Dylan Schell

## **Contact Information**

3900 Crosby Dr. Apt. 2109  
Lexington, KY  
40515  
Cell (304) 319-2086  
dschell329@gmail.com

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## **Education**

Bachelor of Arts in Sociology and Anthropology from West Virginia University Morgantown, West Virginia main campus location received on August 15, 2014.

## **Experience**

*Community Action Council Intensive Case Management Team Coordinator: August 2018-Present*

Duties Include: Development and execution of Housing Plans, KYHMIS data entry, community outreach, involvement in Coordinated Entry, community resource navigation, promoting mental health and substance use recovery, delivery of case management services, assisting in locating, procuring and maintaining housing, life skills development, landlord mediation, and general client advocacy.

*New Beginnings, Bluegrass, Inc Housing Support Specialist: December 2015 to August 2018*

Duties Included: KYHMIS Agency Administration, managing peer support staff, person Centered Plan development and execution, KYHMIS data entry, community outreach, involvement in Coordinated Entry, community resource navigation, facilitating community involvement, promoting mental health recovery, assisting in locating, procuring and maintaining housing, maintaining client records.

*Coordinating Council for Independent Living Therapeutic Consultant/Positive Behavior Support Professional: October 2014 to October 2015*

Duties included: developing behavior plans/protocols, performing functional assessments, providing training for staff on goal implementation and behavior plans, setting goals for clients based on their dreams, analyzing goal and behavioral data, assessing progress on goals, scheduling home observations, presenting recommendations for IDT meetings, completing incident reports as needed, connecting clients with desired services, managing service delivery.

*PACE Enterprises Skills Developer for I/DD individuals: June 2014 to October 2014*

Duties included: implementing behavior plans, assisting clients in skills development, assisting clients in time management, driving clients.

*Valley Health Care Health Care Assistant I/DD Division: June 2013 to October 2013*

Duties included: implementing behavior plans, assisting in IDT meetings, assisting clients with daily needs, scheduling daily activities, and overseeing community outings.

## **Skills and Certifications**

SOAR Certification, Positive Behavior Support Professional certification, MANDT training, CPI Training, Behavioral Augmentation, Teaching, Harm Reduction, De-escalation, Trauma Informed Care, CPR/First Aid, Mental Health First Aid, SPDAT training, VI-SPDAT training, Negotiation and Agreement Development.

## **References:**

Available upon request.

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

**POSITION DESCRIPTION**

**Functional Title:** Intensive Case Management Team Coordinator

**Operational Title:** Same

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

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

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

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

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



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

**Job Qualifications:**

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

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

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

**Licenses, certifications:**

- 1) State criminal records check.
- 2) Federal Bureau of Investigations criminal records check, including fingerprints.
- 3) Child abuse and neglect state registry check.
- 4) Sex offender registry check.
- 5) Must have a valid KY driver's license and be insurable under the Council's insurance plan.
- 6) Able to obtain and maintain CPR/1st Aid certification.
- 7) Any other screening, physicals and testing required by funding source, licensing and/or regulations.

**Physical and mental requirements:**

- 1) Ability to work with homeless and low income individuals of diverse backgrounds, cultural identities, and

- disabilities including physical, mental, and substance use disorder.
- 2) Must be sensitive to the needs of low income persons and demonstrate sensitivity to the needs of low income families.
- 3) Other screenings, physicals and/or testing required by funding source, licensing and/or regulations.
- 1) Reliable transportation that can be used for work related travel.

**Tools and equipment**

**Work Conditions:**

**Safety and hazards:** None  
**Work site layout:** Office and field work.

**General environment:** Collaborative, creative problem-solving; major emphasis on program outcomes and staff empowerment, and decision-making. Council maintains a smoke free environment in the workplace.

**Attendance and other work requirements:**

**Work schedule:** Flexible to meet program outcomes.  
**Travel:** Various, including overnight and out-of-town.  
**Overtime:** Exempt

**Schedule (No. & Date):** C-1991-H, Change 24

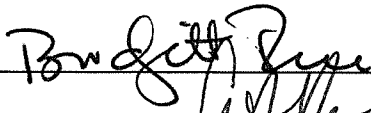

**Grade:** 8

**Classification (check appropriate classifications):**

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

**Approvals:**

**Dates:**

EEO:   
 Supervisor: 

2/9/18  
3/5/18

Fiscal: Elin Hensley

3/7/18

Executive Director: M. L. R...

8/7/18

**Homes for All AmeriCorps  
Member Position Description**

**Program Name:** Homes for All

**Grant Number:**

**Program Year:** 2019-2020

**Position Title:** *COC Navigator*

**Member Name:**

**Member is -** full time [1700 hours]  half time [900 hours] \_\_\_\_\_  
construction \_\_\_\_\_ housing services

**Partner Site Name:** Community Action Council for Lexington-Fayette, Bourbon, Harrison & Nicholas Counties, Inc.

**Address:** 710 W High St Lexington, KY 40508

**Site Supervisor Name:** Dylan Schell

**Site Supervisor Title:** Intensive Case Management Team Coordinator

**Performance Measures [member activities must align with at least one of the performance measures:**

1. Homes for All members will provide housing services to 1800 economically disadvantaged individuals, including those experiencing homelessness.
2. At least 720 of those individuals, including those experiencing homelessness, will transition into, acquire, or maintain safe, healthy affordable housing as a result of housing services.
3. Homes for All members will train, recruit, or manage 500 volunteers.

**Please provide the following information (must be filled in):**

The Homes for All Member will  or will not \_\_\_\_\_ have recurring access to a vulnerable population. The Member will have recurring access to (*choose all that apply*) children , individuals with disabilities , individuals over the age of 60 .

The Homes for All Member will have the following background checks on file with the Homes for All program:

Sexual Predator check  (required for all Members)

Kentucky Background Check (AOC)  (required for all Members)

Home State (Member lived out of KY when he/she applied) \_\_\_\_\_ (if applicable)

FBI (only Members with recurring access to a vulnerable population as listed above) \_\_\_\_\_

**AmeriCorps Member will be involved with the following activities –**

***Each task must include an approximate percentage of time the member will be involved in each activity – site activities should not total more than 90% (10% of member hours are reserved for required Homes for All activities)***

Conduct assessment for appropriate housing assistance for individuals and households experiencing homelessness. **20%**

Assist individuals and households experiencing homelessness in obtaining the necessary documentation needed for housing eligibility. **20%**

Assist individuals and households experiencing homelessness in identifying and securing housing. **25%**

Provide support and services to individuals and families who recently experienced homelessness in maintaining housing and achieving greater financial stability. **5%**

Recruit, train and schedule volunteers interested in program involvement. **5%**

Provide appropriate record-keeping and documentation in accordance with program needs. **15%**

- **Other Duties Related to the Homes for All Program** (approximately 10% of Members total time will be spent on these activities).
  - **Member are required to participate the following events and trainings that fall within their term of service –**
    - **Pre-Service Orientation, AmeriCorps Launch, MLK Day of Service, National Service Recognition Day, Homes for All Spring Service Project, and End of Service Celebration.**
  - **Members will actively participate in Homes for All conference calls and complete required Homes for All paperwork/reporting.**

**Minimum Qualifications:**

*Education/Work or Volunteer Experience:* High School Diploma required. Volunteer or work experience in human services field preferred. Bilingual abilities helpful

*Physical Demands:* The ability to communicate verbally and in written format, to handle basic computer data entry and lift up to 40 lbs.

*Work Environment:* Primarily an office setting, with some time being spent in the broader community.

*Machines, Tools & Equipment:* Driver’s license with good driving record. Office machinery such as copy machines, fax machines, computer and telephone.

*All qualified applicants will receive consideration for placement without regard to age (40 or older) race, color, religion, sex (including pregnancy), sexual orientation, disability, national origin, or gender identity.*

Member Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2019

Site Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/ 2019

Homes for All Program Director \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2019

**JOB TITLE:** Peer Support Specialist  
**FLSA STATUS:** Non-Exempt  
**DEPARTMENT:** Substance Abuse  
**REPORTS TO:** Clinic Manager  
**SUPERVISES:** N/A

**Position Summary:** The Peer Support Specialist has experience as a recipient of substance abuse services and is willing to use and share his or her personal experience, knowledge, and first-hand insight to benefit the team and its clients. The Substance Abuse Peer Support Specialist functions as a fully integrated team member to provide expertise about the recovery process. S/he collaborates to promote a team culture that recognizes, understands, and respects each client’s point of view, experiences, and preferences. S/he is responsible to maximize client choice, self-determination and decision-making in the planning, delivery, and evaluation of treatment, rehabilitation and support services. S/he provides peer counseling and consultation to individual clients, families, and team staff; acts as a liaison with community resources; carries out rehabilitation and support functions; and assists in treatment, substance abuse services, education, support and consultation to families, and crisis intervention under the clinical supervision of a Qualified Mental Health Professional. The Substance Abuse Peer Support Specialist is a positive team player that promotes a culture of inclusion, participation, and the concept of a “Company of One.”

**Qualifications required:**

- High school graduate or G.E.D.
- Valid driver’s license, reliable operating transportation, and proof of current auto insurance
- Experience as a recipient of Substance Abuse Diagnosis and Treatment
- Ability to demonstrate two years of recovery involvement

**Qualifications desired:**

- One year experience providing peer support services
- Currently certified and in good standing as a certified Kentucky Peer Specialist

**Major job responsibilities and essential functions:**

**Peer Support**

- Serve as a mentor to clients to promote hope and empowerment
- Provide peer counseling and support, drawing on common experiences as a peer, to validate clients’ experiences and to provide guidance and encouragement to clients to take responsibility and actively participate in their own recovery
- Help clients identify, understand, and combat stigma and discrimination associated with mental illness and addiction and develop strategies to reduce self-stigma.
- Act as a role model for clients by sharing own recovery process and teaching effective coping techniques and self-help strategies in promoting personal growth and development handling internal and external stresses
- Perform mentoring, problem solving, encouragement and support on and off the job site
- Provide instruction/assistance with self-care and daily life activities
- Assist clients in the process of acquiring housing, necessities and skills needed to maintain daily and monthly household responsibilities
- Assist and support clients with promoting personal, health and wellness lifestyle
- Provide assistance with education for life and job development skills
- Assist with developing skills and methods to maintain financial management and independent living
- Provide side-by-side support, coaching and encouragement promoting meaningful social skills enhancing daily living and recovery
- Advocate on behalf of clients

**Collaboration and Communication**

- Participate as an active member of the client’s recovery team, including participation in team meetings and treatment planning meetings, to assist clients with the identification and attainment of their recovery goals
- Attend all drug court sessions and team meetings
- Attend face to face supervision with QMHP a minimum of every two weeks
- Act as a liaison between consumers and members of the recovery team
- Inform supervisor, and other members of the team, of issues/concerns related to individual clients

**Documentation**

- Maintain accurate, thorough documentation on all assigned cases and use documentation to assist clients in evaluating progress

- Submit documentation within required timeframes

**Nonessential functions:**

- Perform other related duties as assigned

**Success factors/job competencies:**

- Commitment to organizational mission , vision, and values
- Conducts self in a professional and ethical manner
- Familiarity with types of mental health diagnosis and prevalent symptoms related to each
- Have thorough knowledge of the principles of recovery
- Excellent written, verbal and interpersonal communication skills
- Must be well-grounded in own recovery
- Promote a positive work environment by demonstrating the ability to work as part of a team and independently with instruction
- Proficient with Microsoft Office products

**Physical demands, work environment, and equipment used:** The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- *Physical demands:* While performing the essential duties of this job, the employee is frequently required to stand or sit; use hands to finger, handle, or feel; talk; and hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision and ability to adjust focus.
- *Work environment:* The duties of this position are performed in a typical administrative office environment but also require occasional travel to satellite offices. While performing the duties of this position, the employee is exposed to weather conditions prevalent at the time. The noise level of the environment is usually minimal.
- *Equipment used:* Office equipment (computer, phone, copier, projector, etc.); personal or organization vehicle

**Performance standards:**

- Annual performance appraisal for peer support level
- Attainment of annual goals established between supervisor and incumbent

**Approval/revision date: November 4, 2015**

I have read and completely understand the duties and responsibilities of this job description. I am able to perform the essential functions of this job. I understand that it is my responsibility to read and follow all company policies while employed, including any changes made to them. I understand that I should consult the Human Resources Department if I have any questions that are not answered.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Hope Center, Inc.

## Job Description

**Job Title:** Street Outreach Peer Specialist

**Reports to:** Street Outreach Coordinator

**FLSA Status:** Nonexempt

**Date:** January 8, 2016

**Summary:** Identifies unsheltered individuals living in the community; assists them, whenever feasible, in obtaining housing in the community; coordinates services; and provides ongoing support and case management services.

### **Essential Functions and Responsibilities:**

1. Assist Street Outreach Coordinator in identifying and screening potential participants in the program.
2. Conducts active outreach with Street Outreach Coordinator to engage individuals living on the streets or in shelters to identify referrals.
3. Works with housing providers in the community to find appropriate permanent housing.
4. Assists clients with filling out paperwork needed to facilitate finding and moving into housing.
5. Maintain contact with individuals living on the streets at least once per week.
6. Works with clients and Street Outreach Coordinator to formulate a treatment plan to help identify goals and needs that will assist with long term stability.
7. Attempts to engage clients in appropriate services as determined by clients' needs and/or wishes.
8. Coordinates mental health, medical and substance abuse services with Hope Center or other community providers, as needed.
9. Provides or arranges transportation to and from services, including shelter and appointments as needed and works with clients on using public transportation, if possible.
10. Works with clients to identify local community resources as they relate to individual need.
11. Provides education, assistance on meeting basic needs and life skills as appropriate.
12. Attends weekly case management, mental health and Coordinators meetings.
13. Meets regularly with community partners to address client needs.
14. Complete VI-SPDAT on individuals living in the community.
15. Collect basic intake information to comply with HMIS data standards
16. Documents services provided in case notes and in HMIS database, as appropriate.
17. Maintains records and client data as required by agreement with LFUCG.
18. Flexible schedule of 40 hours/week with possible evening and weekend hours based on client needs.
19. Participates in rotating on-call schedule including afterhours outreach in Cold Patrol.
20. Performs outreach during inclement weather.
21. Participates in continuing education and staff training programs.
22. Adheres to all rules and procedures as stated in the Hope Center employee handbook.

**Supervisory Responsibilities:** This job has no supervisory responsibilities.

**Education and/or Experience:** Bachelor's degree in Social Work, Psychology, Counseling, or related field preferred. Mental health experience preferred.

**Certificates, Licenses, Registrations:** Current driver's license with acceptable driving record.

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies:

Client service – Observe strict confidentiality requirements; respond promptly to client needs; manage difficult or emotional client situations with tact.

Ethics – Treat people with respect; inspire the trust of others; work with integrity and ethically; uphold

organization values.

**Judgment** – Exhibit sound and accurate judgment; display willingness to make decisions; support and explain reasoning for decisions; include appropriate people in decision-making process; make timely decisions.

**Professionalism** – Approach others in a tactful manner; react well under pressure; treat others with respect and consideration regardless of their status or position; accept responsibility for own actions; follow through on commitments.

**Teamwork** - Balance team and individual needs; exhibit objectivity and openness to others' views; give and welcome feedback; contribute to building a positive team spirit.

**Adaptability** – Adapt to changes in the work environment; manage competing demands; able to deal with frequent change, delays, or unexpected events.

**Attendance/Punctuality** – Is consistently at work and on time; ensure work responsibilities are covered when absent; arrive at meetings and appointments on time.

**Dependability** – Follow instructions, respond to management direction; take responsibility for own actions; keep commitments; complete tasks on time or notifies appropriate person with an alternate plan.

**Quality** – Demonstrate accuracy and thoroughness; look for ways to improve and promote quality; apply feedback to improve performance; monitor own work to ensure quality.

**Other Skills and Abilities:**

1. Work 40 hours/week, according to assigned schedule, with evening, weekend, and some holiday hours required.
2. Ability to work with persons in a manner that shows sensitivity to cultural diversity, sexual orientation, and racial/ethnic differences.

**Physical Demands:** While performing the duties of this job, the employee is frequently required to sit, stand, walk, talk, and hear. Must be able to drive and get in and out of the car several times a day.

**Work Environment:** Varies, includes time in the elements transporting clients & performing outreach. Includes extreme weather conditions during Cold Patrol.

**Other Qualifications:** Must be able to pass drug screen

**Signatures**

This job description has been approved by all levels of management:

Manager \_\_\_\_\_

Human Resources \_\_\_\_\_

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee \_\_\_\_\_ Date \_\_\_\_\_

*To perform this job successfully, an individual must be able to perform each essential duty and physical requirement satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

*This job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee. Duties, responsibilities, and activities may change at any time with or without notice. This in no way implies a contractual agreement of any sort. Kentucky is an "at-will" state. This means that the term of employment is discretionary with either party being able to terminate employment at any time and no action may be maintained for breach of the employment contact.*

Job title: Assertive Street Outreach (ASO) Clinician

FLSA status: Exempt

Department: Service Area

Reports to: Regional Director of SMI Operations

Supervises: NA

**Position Summary:** The Assertive Street Outreach (ASO) Clinician provides clinical services for individuals and families that present for treatment. In collaboration with a treatment team, provide services including but not limited to: crisis intervention and risk assessment; person-centered recovery planning and on-going assessment; client education; individual, family, group and collateral therapy and referral and advocacy. The ASO Clinician caseload is shared among the team members and the clinician is expected to provide services to each individual based on their needs and goals for recovery. The ASO Clinician is a positive team player that promotes a culture of inclusion, participation, and the concept of a “Company of One.”

**Qualifications required:**

- Master’s degree in Marriage and Family Therapy, Professional Counseling, Psychology, Social Work or closely related field;
- License as required by Kentucky professional boards and billing sources
- Valid driver’s license, reliable operating transportation, and proof of current auto insurance

**Qualifications desired:**

- Experience working with individuals and families who experience various mental, behavioral, and substance abuse conditions
- Qualified Mental Health Professional
- Licensed Independent Practitioner

**Major job responsibilities and essential functions:**

- Clinical services
  - Deliver evidenced based counseling that provides effective treatment of medically necessary mental and behavioral conditions in individuals and families
  - Assess and integrate historical, psychosocial and medical information into a client’s individualized treatment
  - Monitor the need for continuation of services and/or change in level of intensity of services
  - Utilize Partners for Change Outcome Management System (PCOMS) in assessments and clinical treatment episodes
  - Delivers services in a mobile fashion and in accordance with ACT standards and fidelity measures
  - Manage situations involving client risk and provide crisis clinical services that help de-escalate crisis situations and promote stability
  - Manage a caseload that may include diverse populations with a variety of clinical needs
  - Be available for on-call rotation for up to one week at a time on a regularly scheduled basis
- Collaboration and communication
  - Collaborate with client, family (if appropriate) and treatment team to develop person-centered recovery goals
  - Communicate effectively with team members and collateral sources
  - Refer and transfer when clinically indicated
  - Participate in morning meeting led by the ACT Team Leader
- Documentation
  - Manage medical records for clients receiving services
  - Secure authorizations for medically necessary clinical services for clients
  - Document to meet medical necessity standards
  - Submit documentation within required timeframes

**Nonessential functions:**

- Provide staff trainings as requested
- Engage community partners and advance relationships in regards to medically necessary care and service opportunities
- Perform other related duties as assigned

**Success factors/job competencies (knowledge, skills, and abilities):**

- Commitment to organization mission, vision, and values
- Professional and ethical conduct

- Knowledge of laws and regulations pertaining to payors and client confidentiality
- Successfully provide authorized care within payor requirements
- Good written, verbal and interpersonal communication skills
- Knowledge of and utilization of evidenced based psychotherapy that helps resolve mental and behavioral conditions in individuals and families.
- Demonstrated mastery of incorporating Consumer Directed Outcome Informed care with every client
- Demonstrated ability to work collaboratively with team members
- Manages productivity expectations effectively
- Completes all required trainings in requested timeframes
- Stays current on best practices in clinical care

**Physical demands, work environment, and equipment used:** The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- *Physical demands:* While performing the essential duties of this job, the employee is frequently required to stand or sit; use hands to finger, handle, or feel; talk; and hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision and ability to adjust focus.
- *Work environment:* The duties of this position are performed in a typical administrative office and a variety of community locations including client homes and schools. While performing the duties of this position, the employee is exposed to weather conditions prevalent at the time. The noise level of the environment is usually minimal.
- *Equipment used:* Office equipment (computer, phone, copier, projector, etc.); personal vehicle

**Performance standards:**

- Annual performance appraisal for clinical level
- Attainment of annual goals established between supervisor and incumbent

**Approval/revision date:**

I have read and completely understand the duties and responsibilities of this job description. I am able to perform the essential functions of this job. I understand that it is my responsibility to read and follow all company policies while employed, including any changes made to them. I understand that I should consult the Human Resources Department if I have any questions that are not answered.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center  
Financial Management Portfolio  
Cost Allocation Services

7700 Wisconsin Avenue, Suite 2301  
Bethesda, MD 20814  
PHONE: (301) 492-4855  
FAX: (301) 492-5081  
EMAIL: [CAS-Bethesda@psc.hhs.gov](mailto:CAS-Bethesda@psc.hhs.gov)

June 27, 2019

Ms. Bridget Rice, MPA, CCAP  
Interim Executive Director  
Community Action Council of Lexington-Fayette, Bourbon, Harris & Nicholas Counties, Inc.  
710 West High Street  
Lexington, KY 40576

Dear Ms. Rice:

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-Bethesda@psc.hhs.gov](mailto:CAS-Bethesda@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, 2019 is due in our office by December 31, 2019. Please submit your next proposal electronically via email to [CAS-Bethesda@psc.hhs.gov](mailto:CAS-Bethesda@psc.hhs.gov).

Sincerely,  
Darryl W.  
Mayes -S

Digitally signed by Darryl W. Mayes -S  
DN: c=US, o=U.S. Government,  
ou=HHS, ou=PSC, ou=People,  
0.9.2342.1.9200300.100.1.1=20001316  
69, cn=Darryl W. Mayes -S  
Date: 2019.07.02 09:12:38 -0400

Darryl W. Mayes, Deputy Director  
Cost Allocation Services

Enclosure

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY EMAIL

**NONPROFIT RATE AGREEMENT**

EIN: 1610650121A1

DATE: 06/27/2019

ORGANIZATION:

FILING REF.: The preceding agreement was dated 09/10/2018

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

PO Box 11610

Lexington, KY 40576

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

---

**SECTION I: INDIRECT COST RATES**

---

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

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	07/01/2017	06/30/2018	12.14	On-site	All Programs
PROV.	07/01/2018	06/30/2021	13.00	On-Site	All Programs

\*BASE

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

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

AGREEMENT DATE: 6/27/2019

---

**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.

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

AGREEMENT DATE: 6/27/2019

---

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

A. For the period 07/01/17 to 06/30/18, 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) Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(4) 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, 2018, the rate of compensation for an Executive Level II is \$189,000 per year.

(5) Your next proposal based on actual costs for the fiscal year ending 06/30/19 is due in our office by 12/31/19.



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

AGREEMENT DATE: 6/27/2019

**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)

Bridgett Rice  
(SIGNATURE)

Bridgett Rice  
(NAME)

Interim Executive Director  
(TITLE)

7/3/19  
(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes -S  
Digitally signed by Darryl W. Mayes -S  
DN: c=US, o=U.S. Government, ou=HHS, ou=PSC,  
ou=People,  
0.9.2342.19200300.100.1.1=2000131669, cn=Darryl  
W. Mayes -S  
Date: 2019.07.02 09:11:08 -0400

(SIGNATURE)

for Arif Karim  
(NAME)

Director, Cost Allocation Services

(TITLE)

6/27/2019

(DATE) 2399

HHS REPRESENTATIVE: Andre Brickhouse

Telephone: (214) 767-3261

**Community Action Council for  
Lexington-Fayette, Bourbon, Harrison,  
and Nicholas Counties, Inc. and Affiliates**

Lexington, Kentucky

Consolidated Financial Statements and  
Supplementary Information  
Year Ended June 30, 2018

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## **Independent Auditor's Report**

Board of Directors  
Community Action Council for Lexington-Fayette, Bourbon,  
Harrison, and Nicholas Counties, Inc.  
Lexington, Kentucky

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement. The financial statements of WinterCare Energy Fund, Inc. and CAC Holdings, Inc., were not audited in accordance with *Government Auditing Standards* as they did not receive any federal funding.

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

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

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates as of June 30, 2018, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States.

## **Other Matters**

### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the schedules on pages 22 to 30 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2019, on our consideration of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s internal control over financial reporting and compliance.



Wipfli LLP

February 6, 2019  
Madison, Wisconsin

# Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates

## Consolidated Statement of Financial Position

June 30, 2018

<i>Assets</i>	
Current assets:	
Cash	\$ 1,684,640
Restricted deposits	41,368
Investments	3,042,140
Grants receivable	1,260,343
Accounts receivable	288,691
Other assets	173,600
<b>Total current assets</b>	<b>6,490,782</b>
Long-term assets:	
Beneficial interest in assets held by others	103,170
Other assets	104,901
<b>Total long-term assets</b>	<b>208,071</b>
Property and equipment, net	5,635,915
<b>TOTAL ASSETS</b>	<b>\$ 12,334,768</b>
<i>Liabilities and Net Assets</i>	
Current liabilities:	
Current portion of notes payable	\$ 283,216
Accounts payable	349,442
Accrued payroll and related expenses	968,965
Grant funds received in advance	143,055
<b>Total current liabilities</b>	<b>1,744,678</b>
Long-term liabilities:	
Notes payable	1,114,538
Fair value of interest rate swap agreement	50,058
Tenant security deposits	5,434
Capital advance - HUD	1,061,800
<b>Total long-term liabilities</b>	<b>2,231,830</b>
<b>Total liabilities</b>	<b>3,976,508</b>
Net assets:	
Unrestricted:	
Undesignated	2,983,241
Board designated	2,006,611
Board designated for endowment	82,669
<b>Total unrestricted net assets</b>	<b>5,072,521</b>
Temporarily restricted	3,285,739
<b>Total net assets</b>	<b>8,358,260</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 12,334,768</b>

See accompanying notes to consolidated financial statements.

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# Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates

## Consolidated Statement of Activities

Year Ended June 30, 2018

	Unrestricted	Temporarily Restricted	Total
Revenue:			
Grant revenue	\$ 21,042,458	\$ 475,340	\$ 21,517,798
Investment income	117,768	63,015	180,783
Other income	3,308,987	17,574	3,326,561
In-kind contributions	369,388	0	369,388
Net assets released from restriction through satisfaction of program restrictions	80,459	( 80,459)	0
<b>Total revenue</b>	<b>24,919,060</b>	<b>475,470</b>	<b>25,394,530</b>
Expenses:			
Program activities:			
Child education	16,223,947	0	16,223,947
Community services	2,418,843	0	2,418,843
Weatherization services	3,751,346	0	3,751,346
Senior programs	305,309	0	305,309
Total program activities	22,699,445	0	22,699,445
Fund-raising	68,258	0	68,258
Management and general expenses	2,038,214	0	2,038,214
<b>Total expenses</b>	<b>24,805,917</b>	<b>0</b>	<b>24,805,917</b>
Change in net assets	113,143	475,470	588,613
Net assets - Beginning of year	4,959,378	2,810,269	7,769,647
<b>Net assets - End of year</b>	<b>\$ 5,072,521</b>	<b>\$ 3,285,739</b>	<b>\$ 8,358,260</b>

See accompanying notes to consolidated financial statements.

# Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates

## Consolidated Statement of Functional Expenses

Year Ended June 30, 2018

	<u>Child Education</u>	<u>Community Services</u>	<u>Weatherization Services</u>	<u>Senior Programs</u>	<u>Total Program Activities</u>	<u>Management and General Expenses</u>	<u>Fund-raising</u>	<u>Total Expenses</u>
<b>EXPENSES</b>								
Salaries	\$ 6,841,298	\$ 763,099	\$ 301,733	\$ 71,182	\$ 7,977,312	\$ 1,078,099	\$ 22,802	\$ 9,078,213
Fringe benefits	2,946,279	313,343	132,027	33,017	3,424,666	283,697	10,061	3,718,424
Consultant/contractual	3,387,935	126,866	601,060	0	4,115,861	120,062	21,629	4,257,552
Space	890,373	157,154	40,162	54,626	1,142,315	248,610	4,306	1,395,231
Supplies	942,568	32,965	83,085	2,723	1,061,341	7,094	0	1,068,435
Travel	227,896	70,534	5,575	15,159	319,164	60,283	528	379,975
Communications and IT	245,199	49,448	18,069	2,866	315,582	107,719	234	423,535
Beneficiary assistance	26,296	854,426	2,563,586	3,643	3,447,951	0	0	3,447,951
Other	352,369	45,355	6,049	122,093	525,866	132,650	8,698	667,214
In-kind expenses	363,734	5,653	0	0	369,387	0	0	369,387
<b>TOTAL EXPENSES</b>	<b><u>\$ 16,223,947</u></b>	<b><u>\$ 2,418,843</u></b>	<b><u>\$ 3,751,346</u></b>	<b><u>\$ 305,309</u></b>	<b><u>\$ 22,699,445</u></b>	<b><u>\$ 2,038,214</u></b>	<b><u>\$ 68,258</u></b>	<b><u>\$ 24,805,917</u></b>

See accompanying notes to consolidated financial statements.



# Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates

## Consolidated Statement of Cash Flows

Year Ended June 30, 2018

Increase (decrease) in cash:	
Cash flows from operating activities:	
Change in net assets	\$ 588,613
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	399,997
Net realized and unrealized gain on investments	( 135,840)
Net realized and unrealized gain on beneficial interest in assets held by others	( 8,253)
Change in fair value of interest rate swap agreement	( 39,474)
Changes in operating assets and liabilities:	
Restricted deposits	( 8,840)
Grants receivable	( 326,135)
Accounts receivable	25,768
Other assets	( 36,512)
Accounts payable	122,545
Accrued payroll and related expenses	( 135,973)
Grant funds received in advance	127,555
Tenant security deposits	1,075
Net cash provided by operating activities	574,526
Cash flows from investing activities:	
Purchase of investments	( 298,756)
Distribution from beneficial interest in assets held by others	655
Purchase of property and equipment	( 29,036)
Net cash used in investing activities	( 327,137)
Cash flows from financing activities:	
Payments on notes payable	( 271,625)
Net cash used in financing activities	( 271,625)
Change in cash	( 24,236)
Cash - Beginning of year	1,708,876
Cash - End of year	\$ 1,684,640
<b>Supplemental schedule of operating activities:</b>	
Interest paid and expensed	\$ 86,821

See accompanying notes to consolidated financial statements.

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## **Note 1: Summary of Significant Accounting Policies**

### **Nature of Operations**

Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), a nonprofit organization, was established in 1965. CAC studies the causes and effects of poverty and, in turn, creates opportunities for individuals and families, which enable them to become self-sufficient members of the community. Approximately 75% of CAC's grant funding is received under its federal Head Start grant.

Shepherd Place, Inc. (the "Project") is a 20-unit apartment facility for the elderly and handicapped located in Carlisle, Kentucky. It is operated under Section 202 of the National Housing Act and regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to rental charges and operating methods. The Project also receives Section 8 Housing Assistance payments from HUD. A significant portion of the Project's rental income is received from HUD.

WinterCare Energy Fund, Inc. ("WinterCare") was formed in 1983 to provide energy assistance to individuals demonstrating need in Kentucky. Program funding is by donations from individuals and utility companies.

CAC Holdings, Inc. is a wholly owned subsidiary of CAC formed March 27, 2018. CAC Holdings, Inc. had no assets as of June 30, 2018 nor any activity for the period March 27, 2018 to June 30, 2018.

### **Basis of Presentation**

The consolidated financial statements are prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States.

### **Principles of Consolidation**

These financial statements are consolidated and include the accounts of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., Shepherd Place, Inc., WinterCare Energy Fund, Inc., and CAC Holdings, Inc. (the "Organizations"). CAC Holdings, Inc. is a wholly owned by CAC. The other Organizations are nonprofits that share some common board members with CAC and are operated by the management team of CAC. All material intercompany transactions and accounts are eliminated in consolidation.

### **Classification of Net Assets**

Net assets and revenue, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organizations and changes therein are classified and reported as follows:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations or where donor-imposed stipulations are met in the year of the contribution.

## **Note 1: Summary of Significant Accounting Policies (Continued)**

### **Classification of Net Assets (Continued)**

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or may not be met, either by actions of the Organizations and/or the passage of time. When a restriction expires, temporarily restricted net assets are transferred to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organizations. Generally, the donors of these assets permit the Organizations to use all or part of the income earned on any related investments for general or specific purposes. Currently, the Organizations do not have any permanently restricted net assets.

### **Revenue Recognition**

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statement of activities as net assets released from restriction.

Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Grants are recorded as either contributions or exchange transactions based on criteria contained in the grant award.

#### **A. Grant Awards That Are Contributions**

Grants that qualify as contributions are recorded as invoiced to the funding sources. Revenue is recognized in the accounting period when the related expenses are incurred. Amounts received in excess of expenses are reflected as grant funds received in advance.

#### **B. Grant Awards That Are Exchange Transactions**

Exchange transactions reimburse based on a predetermined rate for services performed. The revenue is recognized in the period the service is performed. Amounts received in excess of those earned are reflected as deferred revenue.

Other income primarily consists of daycare revenue, and amounts received from individuals, companies, and governmental sources in conjunction with grant activities and are reported as revenue when earned.

## **Note 1: Summary of Significant Accounting Policies (Continued)**

### **Investments**

Investments are recorded at fair value as determined in an active market. Realized and unrealized gains and losses are recognized as investment income in the consolidated statement of activities.

### **Accounts Receivable**

Accounts receivable consist primarily of various amounts due from other entities. Receivables are reviewed for collectability by management, and an allowance for doubtful accounts is recorded as needed based on collection history and customer attributes. Management considers these receivables to be collectible; therefore, no allowance for uncollectible amounts has been recorded.

### **Use of Estimates**

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

### **Property and Equipment**

Property and equipment are capitalized at cost and depreciated over their estimated useful life using the straight-line method. Leasehold improvements are depreciated over the lesser of the lease term or the economic useful life of the improvement using the straight-line method. The Organizations consider property and equipment to be items with a cost of \$5,000 or more and a useful life of over one year.

Property and equipment purchased with grant funds are owned by the Organizations while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the property and equipment purchased with grant funds. Its disposition, as well as the ownership of any proceeds therefrom, is subject to funding source regulations. Property and equipment purchased with grant funds, net of depreciation, was \$5,000,998 at June 30, 2018.

### **Income Taxes**

CAC, Shepherd Place and Wintercare are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organizations are also exempt from Kentucky state income tax. CAC Holdings, Inc. is a wholly owned LLC and for tax purposes is treated as a disregarded entity and is included on CAC's tax return.

The Organizations are required to assess whether it is more likely than not that a tax position will be sustained upon examination on the technical merits of the position assuming the taxing authority has full knowledge of all information. If the tax position does not meet the more likely than not recognition threshold, the benefit of that position is not recognized in the consolidated financial statements. The Organizations have determined there are no amounts to record as assets or liabilities related to uncertain tax positions.

## **Note 1: Summary of Significant Accounting Policies (Continued)**

### **In-Kind Contributions**

CAC has recorded in-kind contributions for space, supplies, and professional services in the consolidated statement of activities in accordance with generally accepted accounting principles (GAAP). GAAP requires that only contributions of service received which create or enhance a nonfinancial asset or require specialized skill by the individual possessing those skills and would typically need to be purchased if not provided by donation be recorded. The requirements of GAAP are different than the in-kind requirements of several of CAC's grant awards. CAC received in-kind contributions from partner agencies for teaching staff, space, transportation, and other operating costs that were not reimbursed by CAC. CAC also received in-kind contributions for nonprofessional volunteers, food, and clothing during the year with a value of approximately \$3,500,000, primarily for its Head Start, Community Service Block Grant, and Housing programs, which is not recorded in the consolidated statement of activities.

### **Derivative Instrument**

CAC holds a derivative financial instrument to manage risk related to interest rate movements. The interest rate swap contract, designated and qualifying as a cash flow hedge, is reported at fair value. The gain or loss on the effective portion of the hedge initially is included in the consolidated statement of activities. CAC documents its risk management strategy and hedge effectiveness at the inception of and during the term of each hedge. CAC's interest rate risk management strategy is to stabilize cash flow requirements by maintaining an interest rate swap contract to convert variable-rate debt to a fixed rate.

### **Cost Allocation**

The cost of providing the various programs and other activities have been summarized on a functional basis in the consolidated statement of activities and consolidated statement of functional expenses. In addition, joint costs are allocated to benefiting programs using an indirect cost rate. Joint costs are those costs incurred for the common benefit of all the Organizations' programs that cannot be readily identified with a final cost objective. The indirect cost rate has been approved by the U.S. Department of Health and Human Services (DHHS).

## **Note 2: Concentration of Credit Risk**

CAC maintains cash balances at several financial institutions. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation (FDIC) for up to \$250,000. During the year, balances at one bank exceeded FDIC coverage. Management believes this financial institution has a strong credit rating and credit risk related to these deposits is minimal.

### Note 3: Restricted Deposits

Under the terms of the Regulatory Agreement the Project has with HUD, the Project is required to set aside specified amounts for the replacement of property and other project expenditures as approved by HUD. Restricted funds at June 30, 2018, are composed of the following:

Escrow fund	\$ 8,532
Reserve for replacement	27,355
Residual receipts	47
Tenant security deposits	5,434
<hr/>	
Total	\$ 41,368

### Note 4: Grants Receivable

The grants receivable balance represents amounts due as of June 30, 2018, as follows:

Direct federal programs	\$ 602,441
State and local programs	872,994
<hr/>	
Total	\$ 1,475,435

### Note 5: Investments

CAC has a health insurance trust for self-funded health insurance costs of CAC. The allocation of investments in the trust at June 30, 2018, was 1% money market, 59% fixed income, and 40% in equities. The health insurance trust investments of \$1,651,523 are carried at fair value.

CAC also participates in an investment pool with seven other nonprofits to self-fund unemployment insurance claims. The fair value of CAC's portion of the investment pool at June 30, 2018, was \$1,390,617 and represents approximately 17% of the pooled investment total. The fair value of the investment pool at June 30, 2018, was \$8,127,472. The allocation of the investments in the pool at June 30, 2018, was 1% money market, 1% in a real estate investment trust, 38% fixed income, and 60% equities.

Investment income for the year ended June 30, 2018, included interest and dividends of \$39,187 and a net realized and unrealized gain of \$135,840 for these investments and \$8,253 of unrealized gain related to the endowments disclosed in Note 7.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated financial statements.

## Note 6: Beneficial Interest in Assets Held by Others

When assets are held by an unrelated, not-for-profit organization solely for the benefit of another not-for-profit (beneficiary) organization, an asset is recorded on the beneficiary not-for-profit organization's financial statements. The Blue Grass Community Foundation holds assets for the benefit of CAC. CAC has recorded these assets on the consolidated statement of financial position as a long-term asset with a corresponding temporarily restricted net asset for the Community Action Council RSVP balance and unrestricted net asset for the Community Action Council balance. Any change in the net asset value during the fiscal period is to be recorded in the consolidated statement of activities as an increase or decrease in net assets.

The balance at June 30, 2018, consists of the following:

Community Action Council RSVP	\$	20,501
Community Action Council		82,669
<hr/>		
Total	\$	103,170

## Note 7: Endowments

The Board of Directors follows the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as it is the relevant state law governing its endowment funds. The Board of Directors has interpreted UPMIFA as allowing the appropriation for expenditures for the purposes for which an endowment is established the net appreciation, realized and unrealized, in the fair value of an endowment fund over the historic dollar value of the fund as is prudent under ordinary business care considering the facts and circumstances prevailing at the time action is taken.

The RSVP endowment fund was established by a previous RSVP volunteer. This endowment is for the benefit of the grantee of the RSVP grant. CAC transferred \$55,000 to Blue Grass Community Foundation (BGCF) to establish the second fund, with the anticipation that other donations received by BGCF would be added to this fund. CAC's agreement with BGCF states that BGCF is responsible for the investment and administration of the funds. Each January, 5% of the rolling 12-month average is placed in liquid funds that may be withdrawn or reinvested.

Changes in endowment funds were as follows:

	<b>Board-Designated (Unrestricted)</b>	<b>Donor-Designated (Temporarily Restricted)</b>	<b>Total</b>
Endowments at July 1, 2017	\$ 76,888	\$ 18,684	\$ 95,572
Distributions	( 400)	( 255)	( 655)
Net appreciation	6,181	2,072	8,253
<hr/>			
Endowments at June 30, 2018	\$ 82,669	\$ 20,501	\$ 103,170

## Note 8: Property and Equipment

A summary of property and equipment is as follows:

Land	\$	586,250
Land improvements		160,443
Building and improvements		7,554,922
Leasehold improvements		248,170
Equipment		2,993,013
Subtotal		11,542,798
Accumulated depreciation	(	5,906,883)
Total	\$	5,635,915

## Note 9: Line of Credit

CAC has an available line of credit in the amount of \$750,000 with Central Bank & Trust Co. with a maturity date of December 25, 2018. The interest rate on the line of credit is variable at the prime rate with a floor of 5%. The rate was 5.25% at June 30, 2018. There was no outstanding balance on the line of credit as of June 30, 2018. The line of credit is secured by three properties.

## Note 10: Capital Advance - HUD

The Project was financed principally by a HUD capital advance mortgage note ("Note") in the amount of \$1,061,800, payable to HUD. The Note bears no interest and repayment is not required so long as the housing remains available for very low-income elderly persons in accordance with the regulatory agreements and regulations.

The Note may not be prepaid prior to the maturity date without the prior written approval of HUD. Provided that (1) the housing has remained available for occupancy by eligible persons until the maturity date of the Note, and (2) the Note has not otherwise become due and payable by reason of default under the Note, mortgage or regulatory agreement or regulations, the Note will be considered to be paid in full and discharged at maturity, February 1, 2034.

If the Note is considered in default under the terms of the Note, mortgage, the regulatory agreement or the regulations, at the option of the holder of the Note, HUD may take possession of the project, collect all rents and charges in connection of the project, declare the entire principal due and foreclose on the mortgage, apply any court, Federal or State, sanctions, and/or terminate the Project Rental Assistance Contract. The holder of the Note is required to give written notice of such default and the Project has 30 days to correct such default. If the default is not corrected within 30 days, HUD may proceed to correct the violation.

The Note, in its principal amount, is reflected on the consolidated statement of financial positions as long-term debt until such time as the HUD capital advance Note expires. Although management currently intends to comply with all Note provisions over the term of the Note, management believes that the possibility that repayment may occur is other than remote; therefore, believes recognition of the Note as long-term debt is the appropriate treatment.



## Note 11: Notes Payable

A summary of notes payable at June 30, 2018, is as follows:

Note payable at 5.75% interest, with monthly principal and interest payments of \$1,789, due November 2018. The note is secured by two school buses.	\$ 9,047
Revenue bond payable, fixed at 3.74% through an interest rate swap agreement with interest paid quarterly and principal paid annually, due November 2023. The bond is secured by real estate known as the Administrative and Support Services Center located on High Street in Lexington Kentucky and the Fayette West Center located on Cambridge Drive in Lexington, Kentucky.	1,065,000
Note payable at 4.25% interest, with monthly payments of \$1,751, due September 2021. The note is secured by real estate Russell School Community Services Center located on Toner Street in Lexington, Kentucky.	62,065
Note payable at a fixed rate of 5.75%, with monthly principal and interest payments of \$2,004, due September 2022. The note is secured by two school buses.	101,113
Note payable at a fixed rate of 5.5 % interest, with monthly payments of \$2,297, due August 2019. The note is secured by all available assets of CAC.	43,245
Note payable with interest at 0% and monthly payments of \$1,934, due February 2020. The note is secured by phone equipment.	56,854
Note payable at a fixed rate of 3.3% interest, with monthly payments of \$466, due May 2022. The note is secured by a vehicle.	20,505
Note payable at a fixed rate of 4.99% interest, with monthly payments of \$1,512, due July 2020. The note is secured by server equipment.	12,596
Note payable at a fixed rate of 3.3% interest, with monthly payments of \$621, due May 2022. The note is secured by a vehicle.	27,329
<hr/>	
Total notes payable	1,397,754
Current portion	( 283,216)
<hr/>	
<u>Long-term notes payable</u>	<u>\$ 1,114,538</u>

### Note 11: Notes Payable (Continued)

The future maturities of notes payable at June 30, 2018 are as follows:

2019	\$	283,216
2020		265,759
2021		225,189
2022		217,145
2023		186,445
Thereafter		220,000
<hr/>		
Total long-term notes payable	\$	1,397,754

### Note 12: Derivative Instrument

CAC maintains an interest rate swap agreement with a financial institution. Under the terms of this arrangement, the parties, in effect, pay each other's interest cost on the underlying debt. The arrangement has the effect of controlling CAC's interest rate risk in a rising interest rate environment.

At June 30, 2018, the interest rate swap had a notional amount of \$990,000 with interest fixed at 3.74% and expires November 2023.

The interest rate swap was issued at market terms; therefore, had no fair value at inception. The notional amount changes with quarterly payments. The carrying amounts of the interest rate swap has been adjusted to fair value as of June 30, 2018 which, because of changes in forecasted levels of The Bond Market Association, Municipal Swap Index, resulted in reporting a liability for the fair value of the future net payments forecasted under the interest rate swap of \$50,058. Adjustments to the carrying amount of the interest rate swap are reported as other income.

### Note 13: Temporarily Restricted Net Assets

Temporarily restricted net assets as of June 30, 2018, consist of the following:

Self-funded health insurance trust	\$	1,725,252
Unemployment insurance trust		1,394,353
Beneficial interest in assets held by others		20,501
Other		145,633
<hr/>		
Total temporarily restricted net assets	\$	3,285,739

These net assets are either restricted by time or purpose. When the restriction is met, the net assets are released from restriction.

## Note 14: Operating Leases

CAC leases various facilities and equipment for the operation of its programs under operating leases. Rent expense for the year ended June 30, 2018, was \$104,222. Future minimum lease payments beyond 2018 are as follows:

2019	\$	68,354
2020		68,352
2021		42,551
2022		38,551
2023		25,056
Thereafter		65,712
<hr/>		
Total	\$	308,576

## Note 15: Retirement

CAC offers its employees a defined contribution retirement plan. The plan is open to all employees. An employee may begin contributions to the plan upon employment. CAC contributes 8% of gross wages to the plan for qualified employees after one year of employment. CAC's contribution vests over a period of five years. CAC's contributions to the plan for the year ended June 30, 2018, were \$628,489.

## Note 16: Fair Value Measurements

Financial accounting standards define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, CAC uses various valuation methods including the market, income, and cost approaches. The assumptions used in the application of these valuation methods are developed from the perspective of market participants pricing the asset or liability. Inputs used in the valuation methods can be either readily observable, market-corroborated, or generally unobservable inputs.

Whenever possible CAC attempts to utilize valuation methods that maximize the use of observable inputs and minimizes the use of unobservable inputs. Based on the observability of the inputs used in the valuation methods, CAC is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Assets and liabilities measured, reported and/or disclosed at fair value will be classified and disclosed in one of the following three categories:

Level 1 - Quoted market prices in active markets for identical assets or liabilities.

Level 2 – Observable, market-based inputs or unobservable inputs that are corroborated by market data.

Level 3 - Unobservable inputs that are not corroborated by market data.

## Note 16: Fair Value Measurements (Continued)

Information regarding the fair value of assets measured at fair value on a recurring basis as of June 30, 2018, is as follows:

	Recurring Fair Value Measurements Using			
	Assets Measured at Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
CAC share of unemployment investment pool:				
Money market	\$ 7,287	\$ 0	\$ 7,287	\$ 0
Fixed income	541,605	541,605	0	0
REIT	15,036	15,036	0	0
Equities	826,689	826,689	0	0
Investments held by health trust:				
Money market	20,129	0	20,129	0
Fixed income	961,133	961,133	0	0
Equities	670,261	670,261	0	0
Total investments	3,042,140	3,014,724	27,416	0
Endowment funds held by Foundation	103,170	0	0	103,170
Total assets	\$ 3,145,310	\$ 3,014,724	\$ 27,416	\$ 103,170
Liability – Interest rate swap	\$ 50,058	\$ 0	\$ 50,058	\$ 0

Following is a description of the valuation methodology used for each asset and liability measured at fair value on a recurring basis:

- Money market funds are valued using other market data.
- The interest rate swap was valued using a discounted cash flow model that utilizes observable market data, such as market interest rates and interest rate curves.
- Endowment funds held by Foundation are valued using amounts provided by the Blue Grass Community Foundation.

### **Note 16: Fair Value Measurements (Continued)**

Changes in the fair value of the investments held by trust endowment funds are recorded as investment income in the consolidated statement of activities. The following is a reconciliation of the beginning and ending balances of CAC's assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the year ended June 30, 2018:

Endowment funds – Beginning of year	\$	95,572
Distributions	(	655)
Net realized and unrealized gain		8,253
<hr/>		
Endowments funds – End of year	\$	103,170

### **Note 17: Commitments and Contingencies**

At June 30, 2018, CAC had commitments under various ongoing grant awards of approximately \$3,350,000. The revenue relating to these grants is not recognized in the accompanying consolidated financial statements because the revenue recognition is conditional on the incurrence of expenditures or the performance of services in the next fiscal year.

CAC is subject to various claims and legal matters arising in the normal course of business. In the opinion of management, all such matters are adequately covered by insurance and, if not so covered, are without merit or would not have a material adverse effect on the financial statements if an unfavorable settlement was reached.

### **Note 18: Subsequent Events**

Subsequent events have been evaluated through February 6, 2019 which is the date the financial statements were available to be issued. The following information summarizes significant events that occurred after June 30, 2018.

On January 1, 2019, CAC began operating a head start grant in Clark, Estill, Gerrard, Jackson, Laurel, Madison, Powell, and Rockcastle counties in Kentucky. The Office of Head Start grant award of \$8,558,975 covers the 2019 calendar year.

# **Supplementary Information**

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

Schedule A-1  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2018

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Pass-Through Entity Identifying Number	Pass-Through Subrecipients	Federal Expenditures
<b>DEPARTMENT OF AGRICULTURE</b>				
<b>Passed-Through the Kentucky Department of Education</b>				
Child and Adult Care Food Program	10.558		\$ 0	\$ 425,147
<b>DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>				
<b>Direct Funding</b>				
Project Independence	14.267	KY0165L4I021500	0	126,693
Project Independence		KY0165L4I021601	0	156,580
			<b>0</b>	<b>283,273</b>
<b>Direct Funding</b>				
Samaritan - Fayette	14.235	KY0103L4I021507	0	17,603
<b>Passed-Through the Kentucky Housing Corporation</b>				
Continuum of Care/Bourbon County		KY0008L4I001407	0	57,979
Continuum of Care/Bourbon County		KY008L4I001609	0	128,748
Samaritan		KY0103L4I021406	0	22,533
Samaritan		KY0022L4I001609	0	90,356
Public Housing - Bonus		KY0113L4I001402	0	176,290
Public Housing - Bonus		KY0008L4I001609	0	149,686
<b>Total Federal Expenditures CFDA #14.235</b>			<b>0</b>	<b>643,195</b>
<b>Passed-Through the Kentucky Housing Corporation</b>				
TBRA	14.239	TB16-0553-01	0	39,090
TBRA		TB18-0553-01	0	38,023
<b>Total Federal Expenditures CFDA #14.239</b>			<b>0</b>	<b>77,113</b>
<b>TOTAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>			<b>0</b>	<b>1,003,581</b>
<b>DEPARTMENT OF LABOR</b>				
<b>Passed-Through Bluegrass Area Development District</b>				
WIOA Cluster				
LEEP	17.259	16-003Y	0	13,099
LEEP - RURAL		16-002Y	0	10,351
<b>Total Federal Expenditures CFDA #17.258, 17.259, 17.278</b>			<b>0</b>	<b>23,450</b>
<b>DEPARTMENT OF ENERGY</b>				
<b>Passed-Through the Kentucky Housing Corporation</b>				
DOE-Weatherization Assistance	81.042	WX18-0603-02	0	129,371

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

Schedule A-2  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2018

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	CFDA Number	Pass-Through Entity Identifying Number	Pass-Through Subrecipients	Federal Expenditures
<b>DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>				
<b>Passed-Through the Kentucky Association of Community Action Agencies</b>				
Application Assistants	93.332	HBAP-R5-2	0	309,786
<b>Passed-Through Community Action Kentucky</b>				
Low-Income Home Energy Assistance	93.568	736-1700002734 3	0	1,769,790
<b>Passed-Through the Kentucky Housing Corporation</b>				
Low-Income Home Weatherization Assistance Program		LH18-0603-02	0	168,568
<b>Total Federal Expenditures CFDA #93.568</b>			<b>0</b>	<b>1,938,358</b>
<b>Passed-Through the Kentucky Cabinet for Health and Family Services</b>				
Community Services Block Grant	93.569	PON2 736 1700002530	0	665,687
Project Life	93.674	PON2 736 160000200001	0	487,296
<b>Direct Funding</b>				
Head Start	93.600	04CH475403	0	615,887
Head Start		04CH475404	0	6,816,981
Early Head Start		04CH475403	0	226,718
Early Head Start		04CH475404	0	3,366,833
Migrant Head Start		90CM982002	0	486,468
Migrant Head Start		90CM982003	0	2,364,734
Partnering for Excellence		04HP003002	0	549,517
Partnering for Excellence		04HP003003	0	1,766,831
<b>Total Federal Expenditures CFDA #93.600</b>			<b>0</b>	<b>16,193,969</b>
<b>TOTAL DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			<b>0</b>	<b>19,595,096</b>
<b>CORPORATION FOR NATIONAL &amp; COMMUNITY SERVICE</b>				
<b>Direct Funding</b>				
Retired Senior Volunteer Program 2017	94.002	17RSKY001	0	54,256
Retired Senior Volunteer Program 2018		17RSKY001	0	19,990
<b>Total Federal Expenditures CFDA #94.002</b>			<b>0</b>	<b>74,246</b>
<b>Direct Funding</b>				
Foster Grandparent/Senior Companion Cluster				
Foster Grandparents Program 2017	94.011	17SFSKY001	0	55,183
Foster Grandparents Program 2018		17SFSKY001	0	55,261
<b>Total Federal Expenditures CFDA #94.011, 94.016</b>			<b>0</b>	<b>110,444</b>
<b>TOTAL CORPORATION FOR NATIONAL &amp; COMMUNITY SERVICE</b>			<b>0</b>	<b>184,690</b>
<b>TOTAL FEDERAL EXPENDITURES</b>			<b>\$ 0</b>	<b>\$ 21,361,335</b>

See Independent Auditor's Report.



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

Schedule A-3

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2018

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## Notes to Schedule of Expenditures of Federal Awards

### Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., it is not intended to and does not present the financial position, changes in net assets or cash flows of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.

### Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

### Note 3 - Indirect Cost Rate

Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance. Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. has an indirect rate that has been approved by the U.S. Department of Health and Human Services (DHHS).

# Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates

## Schedule B

### Consolidating Statement of Financial Position

June 30, 2018

	Community Action Council	Shepherd Place	WinterCare Energy Fund	Eliminations	Consolidated Balance
<b>Current assets:</b>					
Cash	\$ 1,608,110	\$ 5,279	\$ 71,251	\$ 0	\$ 1,684,640
Restricted deposits	0	41,368	0	0	41,368
Investments	3,042,140	0	0	0	3,042,140
Grants receivable	1,260,343	0	0	0	1,260,343
Accounts receivable	242,665	0	57,583	( 11,557)	288,691
Other assets	173,600	0	0	0	173,600
<b>Total current assets</b>	<b>6,326,858</b>	<b>46,647</b>	<b>128,834</b>	<b>( 11,557)</b>	<b>6,490,782</b>
<b>Long-term assets:</b>					
Beneficial interest in assets held by others	103,170	0	0	0	103,170
Other assets	104,901	0	0	0	104,901
<b>Total long-term assets</b>	<b>208,071</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>208,071</b>
<b>Property and equipment, net</b>	<b>5,283,043</b>	<b>352,872</b>	<b>0</b>	<b>0</b>	<b>5,635,915</b>
<b>TOTAL ASSETS</b>	<b>\$ 11,817,972</b>	<b>\$ 399,519</b>	<b>\$ 128,834</b>	<b>(\$ 11,557)</b>	<b>\$ 12,334,768</b>
<b>Current liabilities:</b>					
Current portion of notes payable	\$ 283,216	\$ 0	\$ 0	\$ 0	\$ 283,216
Accounts payable	311,858	10,198	38,943	( 11,557)	349,442
Accrued payroll and related expenses	968,965	0	0	0	968,965
Grant funds received in advance	143,055	0	0	0	143,055
<b>Total current liabilities</b>	<b>1,707,094</b>	<b>10,198</b>	<b>38,943</b>	<b>( 11,557)</b>	<b>1,744,678</b>
<b>Long-term liabilities:</b>					
Notes payable	1,114,538	0	0	0	1,114,538
Fair value of interest rate swap agreement	50,058	0	0	0	50,058
Tenant security deposits	0	5,434	0	0	5,434
Capital advance - HUD	0	1,061,800	0	0	1,061,800
<b>Total long-term liabilities</b>	<b>1,164,596</b>	<b>1,067,234</b>	<b>0</b>	<b>0</b>	<b>2,231,830</b>
<b>Total liabilities</b>	<b>2,871,690</b>	<b>1,077,432</b>	<b>38,943</b>	<b>( 11,557)</b>	<b>3,976,508</b>
<b>Net assets:</b>					
Unrestricted (deficit)	5,660,543	( 677,913)	89,891	0	5,072,521
Temporarily restricted	3,285,739	0	0	0	3,285,739
<b>Total net assets (deficit)</b>	<b>8,946,282</b>	<b>( 677,913)</b>	<b>89,891</b>	<b>0</b>	<b>8,358,260</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 11,817,972</b>	<b>\$ 399,519</b>	<b>\$ 128,834</b>	<b>(\$ 11,557)</b>	<b>\$ 12,334,768</b>

# Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates

## Schedule C

### Consolidating Statement of Activities

Year Ended June 30, 2018

	Community Action Council	Shepherd Place	Wintercare Energy Fund	Eliminations	Consolidated Balance
Revenue:					
Grant revenue	\$ 21,517,798	\$ 0	\$ 0	\$ 0	\$ 21,517,798
Investment income	180,724	59	0	0	180,783
Other income	3,062,327	99,815	364,067	( 199,648)	3,326,561
In-kind contributions	369,388	0	0	0	369,388
<b>Total revenue</b>	<b>25,130,237</b>	<b>99,874</b>	<b>364,067</b>	<b>( 199,648)</b>	<b>25,394,530</b>
Expenses:					
Salaries	9,078,213	0	0	0	9,078,213
Fringe benefits	3,718,424	0	0	0	3,718,424
Consultants/contractual	4,257,552	0	0	0	4,257,552
Space	1,352,557	42,674	0	0	1,395,231
Supplies	1,068,435	0	0	0	1,068,435
Travel	379,975	0	0	0	379,975
Communications and IT	423,535	0	0	0	423,535
Beneficiary assistance	3,237,949	0	364,378	( 154,376)	3,447,951
Other	621,338	76,538	14,610	( 45,272)	667,214
In-kind expenses	369,387	0	0	0	369,387
<b>Total expenses</b>	<b>24,507,365</b>	<b>119,212</b>	<b>378,988</b>	<b>( 199,648)</b>	<b>24,805,917</b>
Change in net assets	622,872	( 19,338)	( 14,921)	0	588,613
Net assets (deficit) - Beginning of year	8,323,410	( 658,575)	104,812	0	7,769,647
<b>Net assets (deficit) - End of year</b>	<b>\$ 8,946,282</b>	<b>(\$ 677,913)</b>	<b>\$ 89,891</b>	<b>\$ 0</b>	<b>\$ 8,358,260</b>

See Independent Auditor's Report.

23

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

**Low Income Housing Energy Assistance Program (LIHEAP)**

**Contract # 736 1700002734 3**

**Sub Contract # LIHEAP-013**

**CFDA # 93.568**

**Schedule of Budget and Actual Expenses**

**For the Year Ended June 30, 2018**

<b>Cost Category</b>	<b>Budget</b>	<b>Actual</b>	<b>(Over) Under Budget</b>
<b>ADMINISTRATIVE</b>			
<b>Indirect Cost Allocation</b>	\$ 161,111	\$ 161,111	\$ -
<b>BENEFITS</b>			
<b>Subsidy</b>	333,909	333,909	-
<b>Crisis</b>	1,277,204	1,274,770	2,434
<b>TOTAL</b>	<u>\$ 1,772,224</u>	<u>\$ 1,769,790</u>	<u>\$ 2,434</u>

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

**Low Income Housing Energy Assistance Program (LIHEAP)  
Contract # 736 1700002734 3  
Sub Contract # LIHEAP-013**

**Schedule of Program Expenses**

**For the Year Ended June 30, 2018**

Cost Category	Amount
<b>ADMINISTRATIVE</b>	
<b>Indirect Cost Allocation</b>	\$ 161,111
<b>BENEFITS</b>	
<b>Subsidy</b>	333,909
<b>Crisis</b>	
<b>Benefits</b>	1,210,910
<b>Energy Counseling</b>	63,860
	<hr/>
<b>TOTAL EXPENSES</b>	1,769,790
<b>LESS QUESTIONED COSTS</b>	<hr/> -
<b>TOTAL ALLOWABLE COSTS</b>	1,769,790
<b>CONTRACT PAYMENT RECEIVED as of JUNE 30, 2018</b>	<hr/> 1,771,743
<b>UNDER/(OVER) PAYMENT</b>	<hr/> <hr/> \$ (1,953)

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

**Low Income Housing Energy Assistance Program (LIHEAP)  
Contract # 736 1700002734 3  
Sub Contract # LIHEAP-013**

**Schedule of Questioned Costs**

**For the Year Ended June 30, 2018**

<b>Cost Category</b>	<b>Actual Expenses</b>	<b>Questioned Costs</b>	<b>Allowable Costs</b>
<b>ADMINISTRATIVE</b>			
<b>Indirect Cost Allocation</b>	\$ 161,111	\$ -	\$ 161,111
<b>BENEFITS</b>			
<b>Subsidy</b>	333,909	-	333,909
<b>Crisis</b>	1,274,770	-	1,274,770
<b>TOTAL</b>	<u>\$ 1,769,790</u>	<u>\$ -</u>	<u>\$ 1,769,790</u>

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

**LIHEAP Weatherization  
Contract # LH18-0603-02  
Sub Contract # LHWX-013  
CFDA # 93.568  
Schedule of Budget and Actual Expenses**

**For the Year Ended June 30, 2018**

<b>Cost Category</b>	<b>Budget</b>	<b>Actual</b>	<b>(Over) Under Budget</b>
Administration	\$ 16,250	\$ 15,303	\$ 947
Wx Materials	32,000	23,421	8,579
Wx Program Support	111,855	53,848	58,007
Wx Labor	41,800	29,987	11,813
H&S Materials	27,200	20,385	6,815
H&S Labor	31,771	25,624	6,147
Vehicles/Equipment	-	-	-
Liability Insurance	3,076	-	3,076
Financial Audit	-	-	-
T&TA	-	-	-
<b>TOTAL</b>	<b>\$ 263,952</b>	<b>\$ 168,568</b>	<b>\$ 95,384</b>
Expenses Not Yet Invoiced at 06/30/2018		(54,478)	
Invoiced and Paid at 06/30/2018		<u>\$ 114,090</u>	

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

**Department of Energy Weatherization  
Contract # WX18-0603-02  
Sub Contract # DOEWX-013  
CFDA # 81.042  
Schedule of Budget and Actual Expenses**

**For the Year Ended June 30, 2018**

<b>Cost Category</b>	<b>Budget</b>	<b>Actual</b>	<b>(Over) Under Budget</b>
Administration	\$ 18,780	\$ 13,939	\$ 4,841
Wx Materials	24,379	21,689	2,690
Wx Program Support	47,917	40,843	7,074
Wx Labor	35,858	32,803	3,055
H&S Materials	8,271	5,145	3,126
H&S Labor	15,760	11,945	3,815
Vehicles/Equipment	-	-	-
Liability Insurance	4,565	-	4,565
Financial Audit	3,913	-	3,913
T&TA	13,026	3,007	10,019
<b>TOTAL</b>	<b>\$ 172,469</b>	<b>\$ 129,371</b>	<b>\$ 43,098</b>
Expenses Not Yet Invoiced at 06/30/2018		(39,803)	
Invoiced and Paid at 06/30/2018		<u><u>\$ 89,568</u></u>	



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

Application Assisters  
 Contract # PON2 713 170000740 3  
 Sub Contract # HBAP-R5-2  
 CFDA # 93.332  
 Schedule of Budget and Actual Expenses

For the Year Ended June 30, 2018

Cost Category	Budget	Actual	(Over) Under Budget
Salaries & Fringe	\$ 236,269	\$ 184,035	\$ 52,234
Occupancy Costs	60,952	68,163	(7,211)
Contract Expense	40,800	-	40,800
Other Expenses	24,691	24,027	664
Administration	43,888	33,561	10,327
<b>TOTAL</b>	<b>\$ 406,600</b>	<b>\$ 309,786</b>	<b>\$ 96,814</b>

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

**Schedule of Lexington-Fayette Urban County Government (LFUCG) Funded Awards  
Schedule of Awards and Expenditures  
For the Year Ended June 30, 2018**

<b>Fund</b>	<b>Program Name / Funding Department</b>	<b>Award Amount</b>	<b>Expenditures Prior to July 1, 2017</b>	<b>June 30, 2018 Expenditures</b>	<b>Unspent Award</b>
4359	OHPI - Emergency Family Housing (2 year award)	\$ 237,000	\$ 182,080	\$ 54,920	\$ -
4360	ESR - Emergency Family Housing	92,000	-	56,276	35,724
4400	Healthy Meals on a Budget	11,040	-	2,512	8,528
<b>TOTAL</b>		<b>\$ 340,040</b>	<b>\$ 182,080</b>	<b>\$ 113,708</b>	<b>\$ 44,252</b>

## **Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters**

Board of Directors  
Community Action Council for Lexington-Fayette, Bourbon,  
Harrison, and Nicholas Counties, Inc.  
Lexington, Kentucky

We have audited, in accordance with the auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. and Affiliates which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year ended June 30, 2018, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 6, 2019. The financial statements of WinterCare Energy Fund, Inc. and CAC Holdings, Inc. were not audited in accordance with *Government Auditing Standards* and accordingly this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with those entities.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.’s internal control over financial reporting (“internal control”) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.’s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Wipfli LLP*

Wipfli LLP

February 6, 2019  
Madison, Wisconsin

## **Independent Auditor’s Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance**

Board of Directors  
Community Action Council for Lexington-Fayette, Bourbon,  
Harrison, and Nicholas Counties, Inc.  
Lexington, Kentucky

### **Report on Compliance for Each Major Federal Program**

We have audited Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2018. Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s major federal program is identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.’s consolidated financial statements include Shepherd Place, Inc., a related entity, which had expenditures greater than \$750,000 in federal awards during the year ended June 30, 2018, and has a separate single audit, which is not included in this single audit. Therefore, our audit, described below, did not include the operations of Shepherd Place, Inc.

### **Management’s Responsibility for Compliance**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

### **Auditor’s Responsibility**

Our responsibility is to express an opinion on compliance for Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide legal determination on Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s compliance.

## Opinion

In our opinion, Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2018.

## Report on Internal Control Over Compliance

Management of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program in order to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance; such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected and corrected on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Wipfli LLP

February 6, 2019  
Madison, Wisconsin

## Section I - Summary of Auditor's Results

### Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness identified?	No
Significant deficiency identified?	No
Noncompliance material to financial statements noted?	No

### Federal Awards

Internal control over federal programs:	
Material weakness identified?	No
Significant deficiency identified?	No
Type of auditor's report issued on compliance for major program	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance [2 CFR 200.516(a)]?	No

Identification of major federal programs:

<u>Name of Federal Major Program</u>	<u>CFDA No.</u>
Head Start	93.600
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

## Section II - Financial Statement Findings

None

## Section III - Federal Award Findings and Questioned Costs

None

## Section IV - Prior Year Findings

None



July 25, 2019

Ms. Polly Ruddick  
Office of Homeless Prevention and Intervention  
101 East Vine Street, Suite 100  
Lexington, KY

Subject: Commitment of Leverage

Dear Ms. Ruddick:

On behalf of Community Action Council I am submitting this letter identifying the annual provision of leverage for the ASO program of five percent of Director Marty Jones' time for program oversight and compliance. This portion of time is in addition to what has been included in the line item costs of the budget.

The total estimated value of this contribution is \$3,371 and will be available as of September 1, 2019.

Through communication with one of the ASO program's partners, New Vista, I understand that they will be also leveraging five percent of the time of each of two staff members. These two positions are the Regional Director of Serious Mental Illness (SMI) and the Regional Director of Community & Housing Services. Their time will be spent supervising the .5FTE Licensed Clinical Therapist and Peer Support Specialist, with a total estimated value given to me of \$8,600, which will also be available as of September 1, 2019.

Sincerely,

A handwritten signature in blue ink that reads "Bridgett Rice".

Bridgett Rice, M.A., CCAP  
Interim Executive Director  
Bridgett.Rice@commaction.org



**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Bridgett Rice

STATE OF Kentucky

COUNTY OF Lexington-Fayette

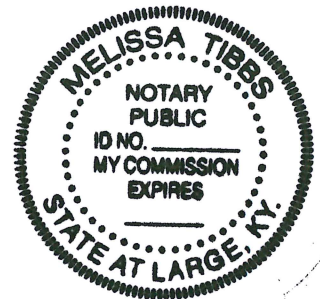
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Bridgett Rice on this the 25 day

of July, 2019

My Commission expires: April 9, 2022

Melissa Tibbs  
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.*

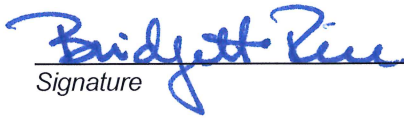
\*\*\*\*\*

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

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: \_\_\_\_\_ Community Action Council



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

**OPERATIONS MEMORANDUM**

**Subject:** Affirmative Action Plan

**Number:** A-1990-G

**Change No:** 1

**Replaces:** Affirmative Action  
Policy A-1990-G

**Effective Date:** September 27, 2004

**Reference:** Minutes, Board,  
9/27/04

**Expiration Date:** None

**Approval:**  Board of Directors 

**Type:** Policy

**Date:** September 27, 2004

**DISTRIBUTION:**

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

**FILING INSTRUCTIONS (Persons with Operations Manual):**

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

**BACKGROUND**

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

**RESPONSIBILITIES**

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

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

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

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

**AFFIRMATIVE ACTION PLAN**

I. INTRODUCTION

A. PURPOSE AND SCOPE OF PLAN

This Affirmative Action Plan is designed to:

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

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

B. POPULATION OF COUNTIES – SEE ATTACHMENT

C. STATEMENT OF COMPLIANCE

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

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



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

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

#### D. MASTER PURPOSE

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

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

## II. ADMINISTRATION

### A. BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### B. HUMAN RIGHTS COMMITTEE

The functions of the Human Rights Committee shall be:

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

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

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

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

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

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

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

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

#### C. STAFF EQUAL OPPORTUNITY CHAIRPERSON

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

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

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

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

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

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

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

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

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

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

#### D. EQUAL OPPORTUNITY COUNSELOR

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

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

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

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

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

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

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

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

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

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

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

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

### III. NON-DISCRIMINATION POLICIES IN EQUAL EMPLOYMENT

#### A. DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. VENDOR COMPLIANCE

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

#### V. PARTICIPATION AND SERVICE DELIVERY

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

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

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

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

#### VI. INSTITUTIONAL CHANGE

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

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

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

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

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

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

## VII. DISSEMINATION OF EQUAL OPPORTUNITY PROGRAM

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

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

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

## VIII. EQUAL OPPORTUNITY POLICY – PERSONNEL ACTIONS

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

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

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



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

## IX. GRIEVANCE AND APPEAL PROCEDURES

### A. POLICY

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

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

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

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

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

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

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

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

## X. DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

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

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

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

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

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

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

#### XII. PARTICIPATION IN PROGRAM PLANNING, DEVELOPMENT AND EVALUATION

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

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

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

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

**WORKFORCE ANALYSIS FORM**

Name of Organization: **Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.**

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
<b>Administrators</b>	8	1	3			1	3									2	6
<b>Professionals</b>	56	8	19	3	3	1	21							1	12	44	
<b>Superintendents</b>																	
<b>Supervisors</b>	26	2	12		1	1	10								23	3	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective Service</b>																	
<b>Para-Professionals</b>	254	5	146		24	2	74			1				2	7	247	
<b>Office/Clerical</b>	23	3	7		2		9							2	5	18	
<b>Skilled Craft</b>	5	2	1			2									4	1	
<b>Service/Maintenance</b>	15	1	4			4	4							2	7	8	
<b>Total:</b>	387	22	192	3	30	11	121			1				2	5	60	327

Prepared by: Rhonda Williams, Human Resources Quality Manager

Date: 7/22/2019

*(Name and Title)*

Revised 2015-Dec-15



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 30-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  None	None	None	None	None
2.				
3.				
4.				

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

\_\_\_\_\_  
Community Action Council

Company

\_\_\_\_\_  
Date 7/25/19

*Budgett Reese*

Company Representative

\_\_\_\_\_  
Interim Executive Director

Title



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 30-2019

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

<b>Company Name</b> Community Action Council	<b>Contact Person</b> Bridgett Rice
<b>Address/Phone/Email</b> 710 W High Street 859-233-4600 Bridgett.Rice@commaction.org	<b>Bid Package / Bid Date</b> RFP #30-2019 July 25, 2019

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
None	None	None	None	None	None	None	None	None

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

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

\_\_\_\_\_  
 Community Action Council  
**Company**  
7/25/19  
**Date**

Bridgett Rice  
 \_\_\_\_\_  
 Company Representative  
 \_\_\_\_\_  
 Interim Executive Director  
 \_\_\_\_\_  
 Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 30-2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

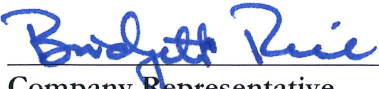
\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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

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

\_\_\_\_\_  
Community Action Council  
Company  
Date 7/25/19

  
\_\_\_\_\_  
Company Representative  
Interim Executive Director  
Title



## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

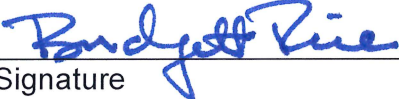
#### B. At Will Termination


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

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

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

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

  
Signature

  
Date

**Applicant Name:** Community Action Council  
**Authorized Representative:** Bridgett Rice, Interim Executive Director  
**Applicant Address:** PO Box 11610, Lexington, KY 40576  
**Applicant Phone:** 859-233-4600  
**Applicant Email:** [Bridgett.Rice@commaction.org](mailto:Bridgett.Rice@commaction.org)  
**Title of Proposed Project:** Assertive Street Outreach (ASO) program

**Project Summary:** Community Action Council (CAC)'s Assertive Street Outreach (ASO) program is comprised of two key components: targeted, assertive street-based outreach to engage individuals experiencing unsheltered homelessness and residing in encampments throughout Lexington and the provision of housing-focused Intensive Case Management (ICM) services for those individuals with the most critical need for housing services.

ASO represents a collaborative effort between CAC, the Hope Center (HC) and New Vista (NV). ASO will utilize a team-based approach, including two Intensive Case Management Team Coordinators (ICMTC) and an AmeriCorps Member from CAC, one Peer each from HC and NV and a part-time Licensed Clinical Therapist (LCT) from NV to provide clinical therapeutic services. In addition, the ASO Team will convene monthly stakeholder meetings and communicate on an as needed basis with other local providers in Lexington's Housing Services Network, including local law enforcement, the Community Paramedicine team, and the Office of Homelessness Prevention and Intervention (OHPI), among others, to address the specific and unique needs of persons experiencing unsheltered homelessness.

The street-based outreach component of ASO will seek to engage with all persons experiencing homelessness persistently and consistently to establish and build rapport. ASO anticipates engaging at least 110 individuals annually. The housing-focused ICM component will target services to approximately 30 individuals annually who are identified as having the most critical need based on length of homelessness and acuity.

#### 4.1 Project Design

The ASO program will be a collaborative effort between the lead/fiscal agent CAC, along with NV, and HC. The core members of the ASO Team will be the following:

CAC	NV	HC
2.0 FTE Intensive Case Management Team Coordinators (ICMTC)	1.0 FTE Peer Support Specialist (Peer)	1.0 FTE Peer Support Specialist (Peer)
1.0 AmeriCorps Service Member	0.5 FTE Licensed Clinical Therapist (LCT)	

ASO will use an individualized, strengths-based, person-centered and team-based approach to actively engage persons experiencing unsheltered homelessness. ASO will enhance and expand Lexington’s Homelessness Services Network’s capacity to empower the most vulnerable of persons experiencing homelessness to improve their health and quality of life.

With a collective six-member team the ASO will: 1) incorporate assertive, targeted outreach and other engagement strategies to increase participation in and access to all available resources; 2) provide, with participant consent, direct mental health and/or substance abuse treatment services, including screening and assessment; 3) provide housing-focused ICM to link and retain participants in permanent housing and increase independence; 4) engage and enroll participants in mainstream benefits and resources, such as Medicaid, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families (TANF), and/or Supplemental Nutrition Assistance Program (SNAP), 5) provide encampment relocation services in accordance with OHPI’s Standard Operating Procedures (SOP), and 6) develop a collaborative framework with local community partners across Lexington’s Homeless Services Network to share information, with participant’s consent and in accordance with all privacy and HIPAA requirements, to improve outcomes for individuals experiencing unsheltered homelessness.

Lexington has made significant strides in addressing homelessness in recent years but there remains a strong need for additional services. LexCount reported the number of homeless individuals in Lexington as 685 in 2018 and 787 in 2019. During the most recent Point in Time Count, Lexington's shelter system was 33 percent over capacity. Individuals experiencing unsheltered homelessness are far more likely to have significant health issues, Substance Use Disorder (SUD) and Serious Mental Illness (SMI). According to LexCount, of the 787 identified homeless individuals, 18 percent had a diagnosed SMI and 20 percent had a SUD. Another concern is increased vulnerability and risk of victimization. The prevalence of victimization among homeless populations has been estimated to be between 14 to 21 percent. Those with longer episodes of homelessness are more at risk of being victims of, or witnesses to, violent crimes. The ASO program will address these realities by providing ICM services and trauma-informed practices to unsheltered persons, with or without an SMI or SUD, and provide a path for participants to reach their housing goals and achieve independence.

CAC and ASO partners are committed to working collaboratively to provide a holistic, culturally-appropriate, evidence-based program that provides assertive, targeted outreach and housing-focused ICM services for persons experiencing unsheltered homelessness. Additional information on various services for the subpopulations identified in the RFP can be found on page 9.

**Identification and Frequency of Services:** Persons experiencing unsheltered homelessness will primarily be identified through targeted street-based outreach efforts and the Coordinated Entry System (CES) which is facilitated in Lexington by CAC. ASO will accept referrals from program and community partners, such as local law enforcement, Community Paramedicine, local hospitals, psychiatric facilities and the OHPI.

ASO will typically operate between 8:30 AM-5:00 PM Monday through Friday, including drop-

in hours and street-based outreach services, with at least one early morning and/or late evening shift occurring each week in accordance with best practices. The ASO Team will also accept after-hour calls until 8:00 PM with follow-up occurring on the next business day. CAC will finalize preliminary arrangements for drop-in hours at the Lexington Public Library (LPL), New Life Day Center (NLDC), HC and/or the new NV Drop-In Center upon award. The ASO Team will target its assertive, street-based outreach efforts to areas known to be frequented by persons experiencing homelessness. The ASO Team will visit encampments more frequently (at least once per day) to assist with relocation efforts as needed and directed by OHPI. Street-based outreach will take place using a team approach with two team members present at all times, in accordance with best practices and to ensure participant and staff safety. All participants must provide consent to receive ASO Team services as described below.

**Case Management Activities:** The flexibility of the ASO model will enable rapid service delivery to address acute needs and provide ongoing support to assist participants in reaching short-term and long-term goals to exit homelessness and obtain and maintain permanent housing. Acute needs that may be addressed for both potential and enrolled participants include:

- *Encampment engagement and relocation:* Activities will be guided by OHPI's SOP when working with individuals encamped on public lands. A primary role of CAC in facilitating encampment relocation efforts will be the collection and storage of personal belongings. Please see page 7 for more details of the protocols for collection and storage of personal belongings. This mechanism ensures a minimum of two contacts with individuals, increasing the likelihood of continued engagement and participation in housing-focused case management.
- *Tim's Law Cases:* Participants clearly needing outpatient mental health services and who are unable to avail themselves of services on their own may be considered for filing under Tim's



Law. Decisions to coordinate and file such cases will be made in consultation with the LCT.

- *202A petitions*: All team members who can effectively speak to the need for an individual to receive psychiatric assessment may complete a 202A petition.
- *Adult Protective Service*: The Team will work with Adult Protective Services (APS) for all participants with active APS cases, as well as with new participants. Cooperation with APS will center on ensuring the wellbeing of the participant and may include providing summaries of service interactions, self-neglect, or incidences of abuse/neglect.

Case management activities may include: conducting initial housing intake assessments using the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT); enrollment into the CES; collaboration on housing case management plans; assistance in completing goal steps and activities; provision of voluntary therapeutic services; assistance in obtaining necessary documentation; assistance in applying for mainstream benefits, including completing SSI/SSDI Outreach, Access, and Recovery (SOAR) applications. Other activities may include providing or assisting with transportation or linkage to available transportation resources; referrals to employment and training programs; assistance in applying for insurance and accessing healthcare; assistance in accessing mental health and/or substance abuse treatment; life skills training; implementation of harm reduction strategies; and landlord engagement.

**Stakeholder Interaction:** While the day-to-day activities and efforts of the ASO program will be managed by the six-member core team, in order to deliver truly relationship-building and supportive services that will allow for participants to make progress toward becoming housed, the ASO project must and will include collaboration with a variety of caring, community-based professionals and programs to help the ASO team achieve their overall goal.

To begin, the ASO team will be in regular contact with OHPI via phone, email, HMIS, and monthly

stakeholder meetings, regarding updates on specific individuals in needs of service and the overall progress of the program. The Lexington Police Department will be invited to join the monthly stakeholder meetings, with person-specific contacts identified for each shift and sector to facilitate police services as needed. The ASO Team may also work with the Sherriff's office for additional support to coordinate services. Members of Code Enforcement will be invited to attend the monthly meetings and ongoing contact will be made with them, primarily by the ICMTCs, regarding encampments and other community-impacting issues, such as if an encampment is located on private property. The ASO Team and Community Paramedicine will provide mutual collaboration and coordination to address the unique service needs for individuals with high utilization rates.

Given that both NV and HC operate substance abuse recovery programs, connection to these particular services will be easy for all participants of the ASO program. However, the ASO program is person-centered, so all applicable SUD treatment options will be provided to the participant for their decision/selection. Other SUD programs will be invited to attend the monthly meetings, as will crisis shelter providers. ASO participants will be given information on how to access all shelter programs and ICMTCs, as appropriate, will advocate with and on behalf of participants who may have been banned from a particular shelter but who wish to return. Participants who are disabled and wish to access social security benefits will be given the option of completing a SOAR application and can also sign permission to have the ICMTCs assist in delivering/receiving Social Security Administration information in a timely manner.

ASO team members will work with all Continuum of Care (CoC) housing programs for such needs as verifying program eligibility, locating housing options and, most importantly, ensuring a warm transfer of services. The ICMTCs will, at the individual's direction, contact landlords to coordinate

the completion of application and lease signing. The ICMTCs will also provide life skills coaching regarding the maintenance of housing and how to mitigate issues with landlords, should it ever be necessary.

**ASO Team Members and Responsibilities:** The ICMTCs will be responsible for the provision of non-clinical case management and street-based outreach services, including those described in the sections above. The AmeriCorps Member will assist the ICMTCs in conducting outreach activities, completing VI-SPDAT assessments, and identifying available housing options. Peers will provide engagement assistance; recovery orientation and rapport building; and in assisting in the outreach activities as described above. The Peers will be invaluable in securing and maintaining participant buy-in among participants with mental and substance use disorders. Peers provide support by sharing their lived experiences that may often mirror those of participants. Peers who have previously been homeless and are now permanently housed and in the *Thriving* stages of recovery provide tangible proof to participants that housing and recovery are possible. Peers will assist ICMTCs in life skills training activities and provide support in all aspects of recovery. The LCT will assist with providing therapeutic services to individuals experiencing homelessness who have SMI or SUD. The LCT will dedicate approximately 10 hours per week to street-based outreach activities, with the remaining 10 hours per week spent meeting with participants during scheduled drop-in times or in the community at the participant's discretion. The LCT will also be available to assist with direct outreach services on an as needed/on-call basis. Drop-in appointments will occur during scheduled hours at the NV Drop-In center on Mechanic Street or at the LPL. The LCT may conduct diagnostic assessments, conduct therapy sessions, determine triage risk (i.e. suicide and self-harm), use the level of care utilization system (LOCUS) tool to determine care need, serve as a link to substance use treatment services such as Medication

Assisted Treatment or to prescribers for other psychiatric medicines. The LCT will be the primary point of contact for determining the need for 202A petitions and Tim’s Law cases and will be responsible for completing necessary mental status exams.

**Procedure for personal belongings:** The following table outlines the policies and procedures for the collection, inventory, transportation, storage and return of personal belongings collected during encampment relocation activities.

**Table 1. Personal Belongings Procedures and Protocols\*\***

Action Steps
1. ASO Team will visit identified encampment at least once per day upon notification from OHPI and will continue to do so until the completion of the removal process.
2. ASO Team will post a “Notice of Street Outreach and Services” at encampment location in English and Spanish (or other languages as needed) within three business days of notification.
3. ASO Team will conduct onsite assertive outreach at the identified encampment for up to five business days to establish a relocation and service delivery plan with encampment residents.
4. Within seven business days of posting the “Notice of Street Outreach and Services,” the ASO Team will submit a written relocation and service delivery plan to OHPI including a) number of individuals contacted and b) timeline for refusal, relocation or service delivery.
5. The ASO Team will work with local housing providers to identify emergency shelter or available housing for encampment residents.
6. The ASO Team will be onsite during removal process and with owner permission, will be responsible for the collection, transportation, inventory, and storage of personal belongings.
7. Individuals requesting storage must, at the time of collection, sign an inventory form and acknowledgement that all personal belongings must be picked up within 60 days of collection. An extension beyond 60 days may be requested.
8. All those requesting storage of personal belongings must participate in the inventory of belongings and sealing of the container. Items must fit in one storage container; though additional storage space may be made available on a case by case basis.
9. Items stored will be inventoried and the list of items will be stored in the box. The ASO Team will seal the box in the individual’s presence and label with his/her initials and birthdate.
10. The ASO Team will transport stored belongings to a non-climate-controlled storage unit.
11. A hardcopy of the signed inventory and acknowledgment form will be kept on file and all boxes will be numbered and tracked via spreadsheet.

12. Individuals may request the removal of items from the storage bin by advance appointments made via phone, email or in person during drop-in hours.
13. Individuals may request a maximum of one removal per week, unless a move-in is occurring, in which case, staff will make every effort to facilitate any number of removals, as possible.
14. The ASO Team will attempt to contact individuals refusing to participate in case management services at least twice per month until such time as items are removed, individual agree to participate in ongoing case management, or the 60-day period expires.
15. Items uncollected after the 60-day period without a request for an extension will be discarded.
<i>** In accordance with the SOP from OHPI regarding the identification and removal of an encampment.</i>

**Best Practices:** ASO will incorporate industry best practices into all aspects of the program. All services will be strengths-based and person-centered. Team members will collaborate with participants to enable their individual strengths and empower participants to work toward achieving their short- and long-term goals. ASO will utilize a housing-focused case management strategy to assess participant need, develop a housing case management plan, provide linkage to available housing resources, and connection to the CES. The ASO Team will utilize a trauma-informed care approach to reduce risks of re-traumatization of individuals who may have experienced complex trauma. Staff will receive training in Mental Health First Aid so that individuals in or approaching crisis receive an appropriate, supportive response. Motivational Interviewing techniques will be utilized to determine an individual’s motivation in developing goals and strategies. Assertive Engagement will be used in place of Motivational Interviewing when necessary. Assertive Engagement provides concrete examples of why a behavior or action has been harmful or maladaptive and assists Team members in breaking down barriers to change language, such as projection or internalization.

**Safety:** CAC will always operate the street-based outreach activities using multiple teams of at least two-members. CAC will strengthen its relationship and formalize its partnerships upon award with other local providers, including local law enforcement and the community paramedicine

team, to ensure staff and participant safety. Staff will be provided with a mobile telephone and training and materials on topics such as safe syringe disposal; overdose prevention, recognition, and response, including Narcan; CPR and First Aid; cultural competency; and procedures for documenting outreach activities, including any adverse incidents.

**Subpopulations:** Every individual, regardless of subpopulation, will receive the case management and outreach services described above. CAC recognizes that members of various subpopulations may have their own particular needs and niche service requirements. The ASO program will follow the following general guidelines for each identified subpopulation:

1. *Veterans:* Connection to Every Veteran Housed will be provided as will assistance with DD214 documentation, connecting with VA representatives, and identifying other resources.
2. *Youth Ages 18-24:* Assessments will be completed using the Youth VI-SPDAT and placed on the CES according to their acuity scores. Participants will also be given the opportunity to connect with Arbor Youth Services for additional supports.
3. *Families with children:* Assessments will be completed using the Family VI-SPDAT and will be placed on the CES according to their acuity scores. Families will also be given the opportunity to connect with CAC's Emergency Family Housing or Salvation Army.
4. *Intimate Partner Violence:* Assistance in filing Emergency Protection Orders/Domestic Violence Orders and in connecting to Greenhouse17 or other support groups/shelters.
5. *Severe Mental Illness:* Persons with suspected SMI will be linked with the LCT and assessed for referral to the Assertive Community Treatment (ACT) Team or a local psychiatric facility. The LCT will also be on-call, as availability allows, in the event of crisis situations occurring during street-based outreach. The ASO Team will assist those with SMI in accessing needed medications, applying for healthcare coverage, and by providing transportation to doctor's

appointments or local pharmacies.

6. *Substance Use Disorders*: Persons with SUDs will be assisted in developing a harm reduction plan to leverage available community resources such as developing a scheduled use plan, identifying safe use spaces, and providing access to needle exchange programs. Individuals will be given the option of accessing treatment at a substance use program of their choice.
7. *Persons with HIV/AIDS*: Those with HIV/AIDS will be assisted in accessing necessary medications by helping them obtain healthcare coverage or coordinating transportation to medical appointments and pharmacies. They will also be connected to AVOL Kentucky, Inc.

#### **4.2 Services and Outcomes**

Many of the services provided by ASO are currently available within Lexington's Homeless Services Network. However, ASO represents a concerted effort to coordinate these existing services into a comprehensive model to ensure that those with the greatest need can access all the supports and services currently available. ASO will also provide funding to address the gap in access to therapeutic mental health/substance abuse services for individuals who are not enrolled in a supportive service program and who also lack healthcare coverage. This program also meets and provides services for participants where they are, without requiring them to come to an office. This is particularly important for those with a SUD or SMI. While ASO will offer drop-in and scheduled office hours, it will also allow for access to the LCT during street-based outreach activities. Finally, ASO also provides targeted, assertive outreach and ICM services for individuals experiencing unsheltered homelessness that are disconnected from other local resources or that have elected not to participate in Lexington's CES.

Typical homelessness programs provide services only to individuals electing to participate in them. ASO will provide assertive street outreach for all disconnected individuals, regardless of

enrollment in a program or service. All identified unsheltered individuals will receive person-centered, trauma-informed assistance. HC will provide a van for transportation assistance for individuals seeking shelter. CAC will work with other local providers to identify/coordinate transportation using bus passes and shuttle services.

The LCT will provide substance use and/or mental health services during scheduled drop-in hours, by appointment, and during street-based outreach activities, including encampment relocation efforts and on-call services during regular business hours. All individuals presenting with SUD or mental health concerns will be assessed for services and referred to appropriate resources beyond those provided by the LCT in the course of their ASO duties.

**Table 2. Annual Outcome Measures**

<b>Outcome Measure</b>	<b>Target Number</b>	<b>Percentage Met</b>
Individuals Contacted (#)	110	-
Number of Homeless Unsheltered Individuals Enrolled in ICM Services (#)	30	-
Number of Individuals Enrolled in ICM Receiving a Comprehensive Assessment (#/%)	24	80%
Number of Individuals Enrolled in ICM That Receive One or More Core Services (#/%)	27	90%
Unsheltered Homeless Individuals Contacted Whose Days on Street were Reduced (#/%)	40	37%
Unsheltered Homeless Individuals Enrolled in ICM with Increased Income (#/%)	10	30%
Unsheltered Homeless Individuals Contacted that Accessed Substance Abuse Treatment or Mental Health Services (#/%)	30	37%
Homeless Individuals Enrolled in ICM Who Are Permanently Housed (#/%)	15	50%



### **4.3 Sustainability**

CAC will convene a Sustainability subcommittee which will meet regularly throughout the life of the grant and which will include staff, stakeholders such as OHPI, invested community members and/or potential donors. Together, these members will take an active role in ensuring project sustainability. The committee will review ongoing program data and outcomes to determine what services and components will be continued, modified, increased, or added after the initial funding is no longer available. This committee will also be responsible for supporting the following sustainability efforts conducted by CAC's internal, full time development team:

**Medicaid Provision.** CAC has already begun exploring the feasibility of becoming a Medicaid provider which, if successfully completed, should allow for future program costs associated with case management services to be eligible for reimbursement by Medicaid.

**Grant sourcing.** CAC will identify and pursue all suitable competitive funding opportunities. As opportunities become available in future rounds of Lexington CoC funding, CAC will apply for outreach activities under Supportive Services Only (SSO) funding. CAC will also explore the feasibility of applying for street outreach services under Emergency Solutions Grants Program. CAC will also monitor the availability of funds from the Administration for Children and Families' Street Outreach Program and the Cooperative Agreements to Benefit Homeless Individuals under the Substance Abuse and Mental Health Services Administration. CAC will also submit applications to private entities with a history of supporting community-based revitalization programs and/or those specifically dedicated to ending homelessness, such as Fluor Foundation, JPMorgan Chase Foundation and others.

**Education and promotion.** As a means of educating the community on issues related to chronic homelessness, CAC, with support from OHPI, will regularly promote—through print, digital,

social media and news media platforms—the impact and outcomes of the ASO project 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, or “champions,” of our services.

**Major gifts.** According to an article that appeared in the Herald-Leader in 2016, Lexington received a designation of second “most generous” city in the country. Perhaps as a nod to that designation, recent crowd-sourcing campaigns for funds to address homelessness and panhandling have been particularly successful. Building upon that community history and its own track record for raising private support, CAC will launch a major gifts program to identify and solicit major charitable gifts from benefactors, setting a goal of at least \$30,000.

**In-kind support.** CAC will routinely solicit support from local businesses for needs such as transportation assistance, personal belongings storage and other supplies and services.

#### **4.4 Organizational Capacity and Experience**

As mentioned, implementation of ASO will be based on collaboration among CAC, HC, and NV. CAC currently operates 12 programs related to housing and homelessness in Lexington and 16 other counties, providing housing and/or homeless prevention services to approximately 200 households each year. From March 2016 to June 2019 HC operated LFUCG’s Street Outreach Program, which provided services to 112 individuals during the last fiscal year. NV provides services to individuals with mental health, substance abuse, and intellectual and developmental disabilities (IDD) and in 2017, provided 463,953 instances of services.

The ASO Project Director will be CAC’s Director of Housing and Homeless Services (OHHS), Mr. Marty Jones. The ICMTCs and one AmeriCorps member will be primarily housed at CAC’s 710 W High Street location, one Peer each will be based at the HC and the NV Drop-In Center on

Mechanic Street, which will also house the LCT. This allows for three potential points of contact for prospective participants. However, the majority of ASO services will occur outside of typical office locations, with most services occurring during street-based outreach activities or during regularly scheduled drop-in hours. The main point of contact and ASO project lead will be Dylan Schell at CAC's High Street location.

As mentioned, HC operated the LFUCG Targeted Street Outreach Program which ended on June 30, 2019. This project will expand that outreach by adding two new positions and an increase of resources available by a collaborative organizational arrangement.

CAC, a recipient of multiple federal, state, and local grant awards over the last five decades, is well-versed in complying with all federal, state and local reporting requirements, and has continuously operated at the highest levels of financial accountability. In FY 2018, CAC administered more than 20 federal funding streams and managed more than 75 budgets through its fund accounting system. CAC's annual fiscal year budget ending June 30, 2018 was \$24,805,917 with in-kind contributions (excluded from GAAP) of \$3,563,123.

CAC was created during the launch of the War on Poverty in 1964. Its mission states, "Community Action Council prevents, reduces and eliminates poverty among individuals, families and communities through direct services and advocacy." CAC operates as a matrix organization in which each staff member has a direct supervisor for daily guidance and accountability but is also expected to work collaboratively across all departments. CAC's current management team consists of an Interim Executive Director and seven senior managers, with a combined 100 years of experience in providing supportive services to individuals and families. The senior team is responsible for the day-to-day operations and programming of CAC. CAC's internal governance structure also includes its Board of Directors and Head Start Policy Council, which oversee all

CAC operations and meet monthly to guide CAC's efforts.

CAC is and will continue to be a full participant in HMIS for all of its housing and homelessness services programs. As indicated in the budget narrative, CAC will purchase an additional HMIS license to ensure full HMIS participation throughout the duration of the ASO project.

**Table 3. Assertive Street Outreach Timeline**

Action Steps	Related Activities	Staff/Agencies	Milestones/Dates**
Program Start-up	<ol style="list-style-type: none"> <li>1. Notification of Award.</li> <li>2. Establish fiscal, legal, and administrative oversight.</li> <li>3. Finalize MOUs.</li> <li>4. Screen and hire staff.</li> <li>5. Order and receive program supplies.</li> <li>6. Rent and prepare unit for personal belonging storage</li> <li>7. Monthly stakeholder meetings begin.</li> <li>8. Sustainability subcommittee convenes</li> </ol>	<ol style="list-style-type: none"> <li>1. OHPI</li> <li>2. OHPI, CAC</li> <li>3. OHPI, ASO</li> <li>4. HR</li> <li>5. PD, ASO</li> <li>6. ASO</li> <li>7. PD, ASO</li> <li>8. CAC</li> </ol>	<ol style="list-style-type: none"> <li>1. Upon Award</li> <li>2. Upon Award</li> <li>3. Upon Award</li> <li>4. Weeks 3-12</li> <li>5. Weeks 2-4</li> <li>6. Weeks 4-6</li> <li>7. Week 4, ongoing</li> <li>8. Q1, ongoing</li> </ol>
Assertive Street Outreach & Intensive Case Management	<ol style="list-style-type: none"> <li>1. Street-based Outreach begins</li> <li>2. Regularly scheduled drop-in hours begin.</li> <li>3. ICM enrollment begins.</li> <li>4. Weekly ASO Team meetings begin.</li> <li>5. All homeless unsheltered contact points within service area identified and regularly engaged.</li> </ol>	<ol style="list-style-type: none"> <li>1. ASO</li> <li>2. ASO</li> <li>3. ASO</li> <li>4. PD, ASO</li> <li>5. ASO</li> </ol>	<ol style="list-style-type: none"> <li>1. Immediately Upon Award, ongoing</li> <li>2. Week 2, ongoing</li> <li>3. Week 4, ongoing</li> <li>4. Week 2, ongoing</li> <li>5. Week 36, ongoing</li> </ol>
Evaluation	<ol style="list-style-type: none"> <li>1. Project evaluation process established</li> <li>2. All reporting and data requirements fully operational as per HMIS.</li> <li>3. Quarterly reporting begins.</li> <li>4. Target Outcomes met.</li> <li>5. Project evaluation and quality assurance processes continue.</li> </ol>	<ol style="list-style-type: none"> <li>1. PD, ASO</li> <li>2. PD, OHHS, ASO</li> <li>3. PD, ASO</li> <li>4. PD, ASO</li> <li>5. PD, ASO</li> </ol>	<ol style="list-style-type: none"> <li>1. Week 2-4</li> <li>2. Week 2-4</li> <li>3. Week 12, Ongoing</li> <li>4. End of Year 3</li> <li>5. End of Year 1</li> </ol>
<p>OHPI=Office of Homelessness Prevention and Intervention; CAC=Community Action Agency; HR=Human Resources; PD= Project Director; ASO=Assertive Street Outreach; HMIS=Homeless Management Information System; OHHS=Office of Housing and Homeless Services</p> <p>** Assumes an executed grant agreement with a start date of September 1, 2019</p>			

#### 4.5 Budget/Budget Narrative

<b>Budget</b>			
<b>Revenue</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Revenue Total</b>	<b>-280,000</b>	<b>-280,000</b>	<b>-280,000</b>
<b>Expense – Program Operations</b>			
Salary—Permanent	77,166	77,166	77,166
Salary—Overtime	5,822	5,822	5,822
FICA	6,226	6,226	6,226
Workers' Comp	586	586	586
Pension	263	263	263
Health Insurance	13,808	13,808	13,808
Life Insurance	242	242	242
Disability Insurance	2,726	2,726	2,726
Accrued Leave	4,215	4,215	4,215
In-Area Travel	3,132	3,132	3,132
Office Supplies	6,959	4,759	5,659
Program Supplies	3,975	5,175	4,275
Contract	116,500	116,500	116,500
Insurance & Bonding	1,178	1,178	1,178
Indirect Cost	30,223	30,223	30,223
Facilities	360	360	360
ITS expenses	2,350	2,350	2,350
Program Transportation	3,869	4,869	4,869
HMIS Total	400	400	400
<b>Expense Total</b>	<b>280,000</b>	<b>280,000</b>	<b>280,000</b>

#### **ANNUAL FUNDING REQUEST: \$280,000**

**Personnel: Budget \$82,988 per year** – To fund the salaries for: (1) Project Director (PD)/ Director of the Office of Housing and Homelessness Services - \$2,960 - 0.05 FTE for program oversight (2) Intensive Case Management Team Coordinator (ICMTC) - \$74,206 - 2.00 FTE to provide ICM and Outreach services. (3) Overtime - \$5,822 - to fund 160 annual overtime hours. Ongoing expenses.

**Fringe Benefits: Budget \$28,066 per year** – To fund the following fringe benefits: (1) FICA - \$6,226 at a cost of 7.65 percent of gross wages. (2) Workers Compensation - \$586 paid at state rates for varying classes and budgeted at approximately 0.0522 percent of gross wages. (3) Disability Insurance - \$2,726 paid at 3.5 percent of gross wages. (4) Unemployment Compensation - \$0.00 paid as the Council is self-insured. (5) Health Insurance - \$13,808 paid to provide coverage for staff enrolled in the Council’s qualified health plans. (6) Life Insurance - \$242 calculated at 0.24 percent of gross wages. (7) Pension - \$263 paid at 8.0 percent of gross wages for the PD. (8) Accrued Leave - \$4,215 - To fund the cost of employees’ paid leave. Ongoing expenses.

**Travel: Budget \$3,132 per year** - In-area travel. Calculated at a rate of up to 5,400 miles per year at the federal mileage rate of \$0.58 per mile. Ongoing expense.

**Operating Expenses: Budget \$135,591 per year** - (1) Office Supplies - \$6,959 for cell phones, tablets, office supplies, and printing. Cellphones and tablets are a one-time expense. (2) Program Supplies - \$3,975 for the rental of a storage unit (ongoing) and storage supplies (one-time in Years 1 & 2). (3) Transportation Expense - \$3,869 to provide costs associated with transportation. Increase costs in Year 2 and 3. (4) Contract Expense - \$116,500 to provide funding to New Vista and Hope Center to support the 0.50 FTE Licensed Clinical Therapist and 2.0 FTE Peer Support Specialists. Ongoing expenses. (5) Insurance and Bonding - \$1,178 for insurance on the employees operating within the program. The Council budgets insurance at approximately \$575 per employee. Ongoing expenses. (6) Facilities - \$360 for the portion of costs related to facilities utilized by program staff. Ongoing expenses. (7) Shared Communications and IT - \$2,350 - To cover the costs related to communications and information technology expenses for program staff. Ongoing expenses. (8) HMIS License - \$400 to purchase additional HMIS licenses. Ongoing expenses.

**Indirect Costs: Budget \$30,223 per year** - To provide for the portion related to the ASO program costs for administrative functions such as Accounting, Human Resources, the Office of the Executive Director as approved by the HHS Indirect Cost Rate Agreement. The Council has a provisional rate of 13 percent, however, has budgeted at 12.1 percent based on historical costs. Ongoing expense.