



LEXINGTON

RFP-22-2022 Addendum 1
Community Action Council
Community Action Council for Lexington-
Fayette, Bourbon, Harrison and Nicholas
Counties, Inc.
Supplier Response

Event Information

Number: RFP-22-2022 Addendum 1
Title: Transitional Housing Pilot Program
Type: Request For Proposal
Issue Date: 3/22/2022
Deadline: 4/20/2022 02:00 PM (ET)

Contact Information

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

Cara Howell

Signature

Submitted at 4/20/2022 12:31:29 PM

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Email

Response Attachments

CAC_RFP22-2022-THPP-Narrative.pdf

Community Action Council's narrative submission for the Transitional Housing Pilot Program.

CAC_RFP22-2022-THPP-Attachments.pdf

Attachments, including required documents, memorandum of understanding, letter of commitment, resumes and detailed project matrix.

THPP Budget.pdf

Community Action Council's Line Item Budget for the Transitional Housing Pilot Program

Agency Name: Community Action Council
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Program Contact Person: Marty Jones, Director, Housing and Homeless Services
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Person Completing Application: Jason Russo, Community Development Specialist
Program Title: **Transitional Housing Pilot Program (THPP)**
Total Funding Request: \$4,000,000

Project Summary:

The Transitional Housing Pilot Program (THPP) will serve as many as 120 individuals experiencing homelessness through low-barrier, time-limited transitional housing, intensive case management, and housing navigation services. Using a housing-focused case management strategy that employs progressive engagement and an individualized, strengths-based and person-centered approach, this program will provide scattered-site transitional housing units for 10-25 households, intensive case management for up to 70 households, and community-wide housing navigation services that could assist as many as 50 individuals through a coordinated system of entry.

The lingering damage caused by the pandemic—financially, physically and mentally—in tandem with the lowest housing vacancy rate in 35 years has had a compound effect on an already dire local affordable housing crisis. Our case managers will help participants secure basic household and personal needs, including accessing medical, physical and mental health providers; overcome barriers that have resulted in housing loss, such as paying utility and rental arrears; and provide a wide array of supportive services to assist all household members in progressing toward achieving their individual goals. The Council plans to acquire three residential units. It will also purchase and renovate a commercial property that will ultimately offer between 10 and 20 housing units in one-, two- and three-bedroom configurations, which will provide the community with more affordable housing options moving forward.

PROJECT NARRATIVE

Section 1: Qualifications of Firm and Key Personnel

Qualifications of Firm: Community Action Council (the Council) is a private, nonprofit organization created in response to the War on Poverty. With a mission to end poverty in our communities, the Council currently operates more than 30 initiatives programs in Lexington that address the needs of individuals and families with low income in the areas of housing and homelessness, child and family development, economic/workforce development, safety net (emergency) services, and volunteerism. Its long history of assisting vulnerable populations has provided institutional awareness of the stress marginalized groups often endure, including those with disabilities and limited English capacity, and an understanding of the destructive consequences of separation and homelessness for families, particularly children.

Currently, the Council is a recipient of 44 federal, state, and local grant awards managed through 86 different budgets. It is exceptionally well-versed in complying with all federal, state and local reporting requirements and has consistently operated at the highest levels of financial accountability. Last year's annual fiscal year budget was \$56,719,554, with in-kind contributions (excluded from GAAP) of \$4,986,467. Since the passage of the Coronavirus Aid, Relief, and Economic Security (CARES) Act in 2020 and the American Rescue Plan Act (ARPA) of 2021, the Council has received more than \$36,000,000 in COVID-19 relief and recovery funding. This funding has provided emergency rental assistance for more than 3,300 Lexington households facing eviction due to the financial impact of the pandemic, operated multiple emergency non-congregate shelters for the city of Lexington (discussed below), supported our street outreach efforts, expanded access to utility assistance to thousands of Lexington households, and supported children and families enrolled in Head Start.

As a long-time member of Lexington's Continuum of Care (CoC), the Council has many years of **demonstrated knowledge** and experience with client outreach and referral related to the provision of housing and homeless services. Its history of collaborating and networking with other housing assistance providers within Lexington and across the state has forged a solid foundation for referrals and services delivered promptly, effectively, and cost-efficiently. Right now, the Council operates more than 10 programs serving more than 330 households with funding of more than \$3 million in permanent supportive housing, rapid rehousing, rental assistance, domestic violence, street outreach, and homelessness services. Most recently, the Council partnered with Lexington's Office of Homelessness Prevention and Intervention to provide emergency, non-congregate shelter at local hotels for households unable to enter the shelter network due to restrictions or the need for quarantine or isolation. Participants received safe meal delivery and a small stipend for personal care items and other household supplies not provided at the hotel. Since April 2020, these non-congregate shelter programs have sheltered 296 households (423 individuals), including 17 families with children.

The Council will apply its experience and lessons learned from the non-congregate shelter program and its Emergency Family Housing (EFH) program to support its proposed Transitional Housing Pilot Project (THPP). EFH is Lexington's only emergency family shelter program in which families can remain whole and together while in the homeless shelter network. EFH is a strengths-based, low-barrier-to-housing program designed to meet people where they are and connect them with housing as quickly as possible. Using a scattered-site housing model, the Council utilizes a combination of master-leased apartments and short-term hotel accommodations to provide temporary emergency shelter for two-parent and group families experiencing homelessness.

THPP will capitalize on the experience with these programs, integrating elements from each to provide **low-barrier**, time-limited transitional housing (TH) for up to 25 households, coupled with **intensive case management** (ICM) services. This program will also provide housing navigation services for up to 50 individuals and will administer Coordinated Entry. Simply put, Coordinated Entry is a centralized system that provides a single point of entry designed to match persons or families experiencing homelessness with the most appropriate housing resource. ICM services will also be provided for an additional 45 households experiencing or at risk of chronic homelessness not enrolled in a TH unit (for a total of 70 households.) All participants, including those housed in a TH unit and those engaging in ICM-only services, will receive access to a number of wrap-around **supportive services** and resources **to stabilize** their living conditions, access health services and personal items (clothing, hygiene products, prescriptive medications, etc.), find transportation, and the means for **increasing household income** (employment, social security/disability income, etc.). The program’s primary goal is to provide participants with a **robust toolkit of skills and resources** to aid them in **securing and retaining permanent, stable housing of their own** as quickly as possible.

Qualifications of Key Personnel:

Position Title	Description of Qualifications
<p>Director, Office of Housing and Homeless Services</p>	<p>Marty Jones, Director of Housing and Homelessness Services (Director), has over 11 years of experience coordinating homeless service programs in partnership with federal, state and local entities. Mr. Jones is primarily responsible for programmatic oversight of housing-related services, quarterly reporting and ensuring that programs meet outcomes. Prior to joining the Council, Mr. Jones worked for the Manchester Center, a community center serving people with low income, where he spent seven years as Executive Director. Mr. Jones oversees (or has overseen) two SAMHSA grants, 10 Continuum of Care grants, and multiple programs and grants addressing housing, homelessness, and emergency shelter. He has a Master of Public Administration degree from the University of Kentucky. Mr. Jones’ training credentials include the National Alliance on Ending Homelessness, the National Conference on Ending Family and Youth Homelessness, Org-Code Academy, Org-Code Senior Leadership Gathering, and numerous trainings on housing-first, housing-focused case management and best practices for supportive housing.</p>

Housing Case Management Specialist	Francia A. Gonzalez , Housing Case Management Specialist (Case Manager), is also a HUD-certified housing counselor with Community Ventures Kentucky, a 501[c]3 nonprofit organization with a community and civic development focus. Ms. Gonzalez has a Bachelor of Arts from Eastern Kentucky University and more than four years of housing-related experience, including counseling individuals and families in budgeting, saving, credit building, obtaining and keeping employment, childcare, and home maintenance and upkeep. In coordination with the Department of Health and Human Services, Ms. Gonzalez works with local shelters and other partners to rapidly move families toward permanent housing solutions. Council partners she has worked with include The Nest, God’s Pantry, and New Vista.
Housing Navigation Coordinator	Ryan Lange , Housing Navigation Coordinator (Navigator), graduated from the University of Kentucky with a degree in Psychology. His experience includes working with people diagnosed with mental illness in residential and community settings. Before joining the Council, Mr. Lange worked with the Cabinet for Health and Family Services Office of State Guardianship. He arranged housing and managed financial aspects for people with disabilities in this role.
Intensive Case Management Team Coordinator	Brandy Clark , Intensive Case Management Team Coordinator for the Council’s Assertive Street Outreach program, has a B.A. in Behavioral & Social Sciences. She has been with the Council since 2018. Her experience includes community outreach activities, developing individualized service plans, overcoming barriers to housing, counseling and liaising between ICM and housing-based service providers. Ms. Clark will provide housing-focused, intensive case management for households enrolled in ICM-only services.
Executive Project Analyst	Roy Woods , Executive Project Analyst, will act as the liaison during the purchase and renovation(s) of Council-acquired properties. Mr. Woods has more than 20 years of experience managing large-scale programs.
Housing Case Management Specialist	Chastity Griffin , Housing Case Management Specialist, has been employed with the Council for more than 10 years. She obtained her Master’s in Education in 2017 and is currently a doctoral student at the University of Kentucky. Ms. Griffin will provide housing-focused, intensive case management for households enrolled in ICM-only services.

Section 2: Project Description

The Council’s THPP will incorporate three distinct but complementary elements: time-limited TH support for as many as 25 households; ICM services for up to 70 households, including those residing in a TH unit; housing navigation services for up to 50 individuals and provision of community-wide coordinated entry. In total, the Council anticipates providing services for at least 120 individuals experiencing homelessness in Lexington. The pandemic and its ongoing economic repercussions have amplified the challenges of moving people into permanent housing (PH) from a state of homelessness. Since the onset of COVID-19, the risks of evictions and

homelessness have significantly increased, and housing costs continue to rise in all markets, fueled by the highest rates of inflation seen in almost 50 years. The scarcity of available housing units and the lowest rental vacancy rate in more than 35 years contribute to a higher demand for affordable housing than the current supply can meet. Given the added stress to service providers dealing with a high demand for housing amid fewer resources, **housing navigation services** and the provision of a coordinated system of entry are essential tools in meeting these challenges. This will allow the Council to assist more households in finding permanent housing through landlord engagement and the provision of the Housing Resource Availability List and By-Name prioritization List while also providing ICM for those at greatest risk of chronic homelessness.

Transitional Housing. The Council intends to provide TH through the purchase and/or leasing of **scattered-site housing units**, as described below:

Proposed Transitional Housing Units	
1.	The Council will transition property, currently leased by the Council and owned by Lexington Housing Authority, located at 413 Roosevelt Blvd., a single-family, two-bedroom dwelling, to provide transitional housing to as many as four households during the project planning period. Please see Memorandum of Understanding, Attachment 2, for proof of site control.
2.	Upon award, the Council will master-lease two to four units (configurations to be determined based on an assessment of need at time of award) to provide transitional housing to as many as eight households.
3.	Obtain three units, including a duplex located on Douglas Avenue and a single-family dwelling on Anderson Street, from Community Initiatives, LLC to provide transitional housing to as many as three to nine households, depending on the vacancy of currently occupied units. Please see Letter of Support, Attachment 3.
4.	Purchase and renovation of a commercial property, with the ultimate goal of converting the facility to permanent, affordable housing units. The Council has submitted an option to purchase a property currently owned by the University of Kentucky Federal Credit Union located at 1080 Export Street, contingent upon an award of funding under this grant application. Export Street is currently zoned B-6P, which is appropriate for multi-family residential with the submission of an updated development plan to the Division of Planning. The Council intends to convert this property to permanent, affordable housing units through a multi-phased approach. Phase 1, with funding from THPP, will include purchasing the building and completing partial renovations to the ground floor to accommodate at least two to four households during the fourth quarter of the project period. Once the project has ended, the Council will acquire additional funding to complete

additional phases, culminating in the full renovation of this 19,436 gross square foot structure to accommodate 20 permanent, affordable housing units, including one-, two- and three-bedroom configurations. Upon completion, all units will meet Type B ADA accessibility requirements, and at least three units will meet Type A requirements.

Given construction supply chain issues and lead times, the Council anticipates that occupancy within the Export Street location (or similar commercial property) will not occur until the final quarter of the project period, for a total of 10-25 households receiving TH services. Additional placements may occur by utilizing a mix of short-term hotel accommodations, leasing or purchasing additional units or alternative placements at or near the Export Street location to meet transitional housing needs.

Intensive Case Management Services. The THPP program will provide ICM services for at least 70 households (or as many as 95 individuals), this includes up to 25 households residing in a TH unit and 45 additional households experiencing or at risk of chronic homelessness.

Predicated on a Housing First, low-barrier program model, THPP will use an **individualized**, strengths-based, person-centered approach to **housing-focused case management services**. All services will utilize a Progressive Engagement approach, with services that are **flexible in intensity and individualized** to address the unique needs of each household and family member. Housing-focused ICM services focus on supporting participant households to **retain housing** through the provision of **tenancy-related support** (conflict resolution, understanding lease agreements and tenant/landlord rights and responsibilities, good neighbor behavior, etc.) and in **developing, enhancing, or re-engaging community-level and personal networks of support** that will continue with them after program exit. THPP staff will incorporate a trauma-informed care approach to reduce the risk of re-traumatization for those who may have experienced complex trauma and will rely on Mental Health First Aid to provide an appropriate and

supportive response to those in or approaching crisis. All staff will be trained in Motivational Interviewing techniques to determine an individual's motivation in developing goals and strategies. Assertive Engagement, which provides concrete examples of why a behavior or action has been harmful or maladaptive, will be used when necessary to break down barriers to change language, such as projection or internalization.

Housing Navigation Services. The Housing Navigation Coordinator (Navigator) will oversee landlord engagement activities and facilitate coordinated entry in Lexington to ensure the provision of housing and supportive services are directed to households demonstrating the greatest need for services, including those enrolled in THPP. The Navigator will maintain the By-Name Prioritization List and Housing Resource Availability List and conduct community outreach to landlords and community resource providers. The Navigator will also collaborate with the Office of Homelessness Prevention and Intervention to further continuous improvements of data related to the program and provision of services.

Work Plan

Referral process and eligibility: **Referrals** to the THPP program will be accepted from community outreach teams, including the Assertive Street Outreach program and those operated by Lexington Rescue Mission and the Hope Center, as well as from other housing service providers and the Office of Homelessness Prevention and Intervention (OHPI). TH units will be prioritized for families, seniors, people with disabilities, and those otherwise unable to utilize existing shelter options. **Eligibility** for TH and ICM-only services will be based on length of homelessness and acuity (based on available Vulnerability Index-Service Prioritization Decision Assistance Tool [VI-SPDAT] scores), length of time on program waitlist and availability of TH units or alternate housing resources. Services will be prioritized as follows:

Eligibility and Prioritization**	
1.	Households with at least one member with pre-existing conditions, including physical disabilities, serious mental illness, chronic health issues or other conditions that reduce the feasibility of accessing existing shelter resources.
2.	Households with children under age 18, with priority for households with very young children (ages birth to five).
3.	Households with at least one member aged 55 or over.
<p><i>**Households within the categories in which one member is active military or has veteran status will receive priority placement. In addition, two-parent and group families, regardless of marital status, that wish to remain as a cohesive family unit and are therefore unable to access existing shelter resources without separating will receive higher priority status.</i></p>	

Intake Process: Once a referral is received, the assigned Case Manager will coordinate with the referral source to establish contact with the household. Staff will make arrangements to meet potential participants at the location of their choice. During the initial **intake**, the Case Manager will begin to build rapport with household members and review program documentation to convey clear program expectations and demonstrate the Council’s commitment to treating participants with dignity and respect. The Case Manager will work with participants to explore **barriers to housing**, such as a prior criminal record, past evictions, owed arrears, or other concerns and develop an **individualized goal plan** to address those barriers. The Case Manager will also review existing HMIS data and work alongside household members to develop a plan for a successful transition to PH within three to six months.

During ICM services, staff will collaborate with participants to identify individual household member strengths and empower them to work toward achieving their short- and long-term goals. If not already completed through another housing resource provider, within 14 days of program entry, staff will conduct an initial housing intake assessment using the VI-SPDAT, enter all client data in the Kentucky Homelessness Management Information Systems (KYHMIS), and enroll them into coordinated entry to ensure access to the appropriate housing resources as quickly as possible.

Supportive Services: **Supportive services** will include access to the Council’s full array of more than 30 programs and services for all members of the household. The Council will also utilize its network of community providers to ensure that all household members have access to all available community resources, including referrals for mental and behavioral health services, substance abuse treatment, access to medical care, employment training and career development opportunities, and adult education services, etc. The provision of wrap-around supportive services and intensive, housing-focused case management is intended to support households in **meeting their basic needs** and in acquiring the tools needed to **care for all household members, retain housing**, and learn the skills to **become well-informed tenants and neighbors to proactively avoid issues** that may have contributed to prior housing loss.

Participant households will receive **assistance in obtaining necessary documentation**, such as state-issued IDs or driver’s licenses, birth certificates and other vital records; **help in applying for mainstream benefits** for which they are eligible, including SSI/SSDI Outreach, Access and Recovery (SOAR), Medicaid/Medicare, Child Care Assistance Program (CCAP), Supplemental Nutrition Assistance Program (SNAP) benefits, and other supports, as appropriate, to **increase household income; transportation assistance** through gas cards/monthly bus passes or linkage to other available transportation resources; and stipends of \$50 per month to purchase food and meet the household’s **basic needs**.

Staff will also provide basic life skills training and link participants with appropriate resources and supports identified in their initial housing plan. Staff will participate in landlord engagement to assist participants in locating and **obtaining permanent, stable housing of their choice** within three to six months of program entry.

Transition Planning: The determination of when it is **appropriate to transition to PH** is made in collaboration with the household and is based on the initial and ongoing housing plan and the availability of an appropriate housing resource. As discussed previously, the Case Manager works alongside the household to develop individualized, housing-focused goals to ensure households can obtain a PH unit within **three to six months**.¹ The Case Manager provides support in achieving goals during the ICM process. All households will be entered into KYHMIS and enrolled in coordinated entry. Once a housing resource has been identified, the Case Manager will assist the household in completing all necessary documentation and preparing to transition to a PH unit.

To ensure that households have adequate time to meet their PH goals within the allotted timeframe and **prevent mass displacement**, the Council will cease accepting referrals 90 days from the end of the project period. Any leases of TH units will be terminated on or before the final date of the contract period. If necessary, the Council may continue to provide TH for up to three additional months at its Roosevelt Boulevard, Douglas Avenue or Anderson Street properties by leveraging additional resources to cover ongoing utility costs. If allowable, the Council will distribute any remaining furniture in good condition to participants in its portfolio of housing and homelessness programs entering a PH unit.

The Council intends to utilize all units acquired under this funding opportunity to increase Lexington's stock of affordable, permanent housing units. As discussed on page 6, the Council intends to utilize THPP funding to purchase and renovate a commercial building, such

¹ At the discretion of the Director and in consultation with the Office for Housing, Advocacy & Community Development, participants may exceed six months in TH if they can demonstrate in good faith that they were unable to find permanent, affordable housing.

as the 1080 Export Street location, to support this project and provide additional affordable housing units after the project period. The Council continues to explore opportunities to acquire additional funding to complete a full renovation of any purchased commercial property. Based on the feasibility study conducted at the Export Street location, upon completion, this facility would increase Lexington’s affordable housing stock by providing 20 new permanent housing units, including one-, two- and three-bedroom configurations.

Schedule & Timeline

The following table summarizes the project timeline, in phases and in months from the notice of award, including a two-month period for closeout. It should be noted that if the Council’s designated housing units (Roosevelt Blvd and proposed Douglas Avenue and Anderson Street) become vacant before the timeline indicates, TH services will begin sooner.

Activity	Month from Project Start Date																
	Planning			Program Operations												Close Out ²	
	1	2	3	1	2	3	4	5	6	7	8	9	10	11	12	1	2
Notice of Award	✓																
Planning and Startup Period	✓	✓	✓														
Partnerships/MOUs executed		✓	✓														
Transition LHA unit to THPP			✓	✓													
Acquire three units from Community Initiatives, LLC.	✓	✓	✓														
Identify and lease 2-4 TH units		✓	✓	✓													
Begin TH service provision				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Implementation of ICM-only services		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		

² The Council is proposing a three month planning period, 12 months of program operations and an additional two months for program closeout to fully meet program outcomes. This extended timeline is based on the LFUCG’s response to questions submitted in IonWave, indicating a 12-18 month project period.

Implementation of Housing Navigation Services			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Purchase commercial property	✓	✓	✓	✓													
Phase 1 renovations of commercial property				✓	✓	✓	✓	✓	✓	✓	✓						
Occupancy of commercial property												✓	✓	✓	✓		
Cease accepting TH referrals												✓	✓	✓	✓	✓	
All TH participants exited to PH																✓	✓
All ICM-only participants exited from program																✓	✓

Project Management Plan

General program oversight and administration will be provided by the Director of the Office of Housing and Homeless Services, Marty Jones. As mentioned previously, Mr. Jones and his team engage in bi-weekly case conferencing sessions and an ongoing group chat with other Lexington Housing and Homelessness providers, including New Vista, Hope Center, Mountain Comprehensive Care, Lexington Rescue Mission, the Paramedicine team, and others. These **communication strategies** provide opportunities for the provider network to discuss outreach activities, encampment location and needs, service plans, make referrals, share resources and begin planning for warm hand-offs between service providers. Internally, the housing staff participate in weekly team meetings to discuss service plans, identify needed and available resources, begin the process of warm hand-offs for internal referrals, and share effective case management strategies.

Due to the proposed project’s scope, the Council intends to convene an Affordable Housing Work Group, comprised of the agency’s senior directors and the Council’s attorney, upon award.

The Affordable Housing Workgroup will be responsible for oversight of the acquisition and renovation of the Export Street (or similar facility) location. In the long term, this group will oversee the creation of at least 20 additional affordable housing units and the conversion of TH units purchased through this funding into permanent housing.

Finally, the Council intends to contract with a local property management company to oversee the maintenance and repair of owned facilities. THPP staff will work closely with landlords of leased units to ensure ongoing maintenance and mitigate any potential conflicts.

Performance

The Council will track the outcomes as outlined in the Request for Proposal. The table below outlines these performance measures and how staff will track, report, and evaluate outcome data for each participating household.

Outcome measure	Definition	Data collected/reported	Target
Number of households served (Navigator & Case Manager)	Number of households enrolled in coordinated entry and served through THPP	By-Name Prioritization List – number of entries at start and end of each quarter	TH-up to 25 hh ICM-up to 70 hh
Percent of participants exiting to permanent housing (Navigator & Case Manager)	Percent of households enrolled in THPP exiting to permanent housing	KYHMIS – destination reported at exit	≥ 75 percent
Percent of increased income (Case Manager)	Percentage of adults who obtain or increase employment, or non-employment income	Income reported at intake; income reported during periodic case management reviews and/or upon exit	≥ 55 percent
Occupancy Rate (Case Manager)	Percent of TH units occupied	Number of TH units occupied	≥ 90 percent
Length of time experiencing homelessness (Case Manager)	Date of THPP entry to date of exit to permanent housing	KYHMIS – date of ICMHN entry to date of exit to permanent housing	≤ 90 days
Cost effectiveness (CAC/LFUCG)	Cost of each positive PH exit under TH and emergency shelter local average costs	To be determined in collaboration with LFUCG	TBD

Section 3: Staffing and Past Performance

Current Projects: The Council has many years of experience in housing-related matters, including the provision of assistance to people experiencing homelessness and the successful management of federal funds, including funding from the CARES Act and ARPA. As discussed on page 2, the Council currently operates multiple homelessness and supportive housing programs, serving 17 counties across the Bluegrass.

Availability of Key Staff: As with organizations across the nation, the Council continues to experience staffing shortages across all of its programs and service areas. The Director, Marty Jones, will oversee program implementation and operations. Francia A. Gonzalez will serve as the primary Case Manager to provide ICM support for participants enrolled in TH units. Ms. Brandy Clark and Ms. Chastity Griffin will also provide ICM services for individuals/families enrolled in ICM-only services. Ryan Lange will serve as the Navigator. The Navigator will maintain and facilitate the By-Name Prioritization List and Housing Resource Availability List; make referrals to appropriate housing resource providers; ensure referral neutrality; facilitate landlord engagement; and ensure active collaboration with the Lexington Continuum of Care. Resumes of key staff are included in Attachment 4 of this proposal.

Contractual Support: As described in the previous section, the Council will contract with a local property management firm to oversee the maintenance and care of units owned by the Council. The Council will work closely with the landlords of properties master-leased by the Council to ensure properties are secure and properly maintained. The Council will also contract a local cleaning company to complete a thorough cleaning of each unit as households transition to PH. Finally, the Council intends to hire a security company to provide onsite security services at

the proposed Export Street location. The Council will complete the procurement process to identify these firms during the initial 90-day planning period.

Project Matrix

The following matrix provides a brief description of the Council’s current supportive housing programs and services. For more details, please see Attachment 5.

Project Name	Brief Description	Period of Performance
Emergency Family Housing (EFH)	Scattered-site emergency shelter for two-parent and group families in Fayette County.	7/1/2021-6/30/2022
COVID Winter Shelter	Emergency, non-congregate shelter utilizing short-term hotel stays in Fayette County.	11/1/2021-4/30/2022
Crisis and Housing Support for Youth (CHSY)	Joint Transitional Housing-Rapid Rehousing Project for up to 10 youth-headed households in Fayette County.	3/1/2022-2/28/2023
Domestic Violence Bonus Initiative (DVBI-XL)	Rapid Rehousing project for up to 20 households experiencing homelessness and intimate partner violence in Fayette County.	12/1/2022-11/30/2023
Project Independence-Rapid Rehousing (PI-RRH)	Rapid Rehousing project for up to 20 households experiencing homelessness in Fayette County.	1/1/2022-12/31/2022
Assertive Street Outreach (ASO)	Targeted, assertive street-based outreach and housing-focused Intensive Case Management services for those individuals with the most critical need in Lexington.	11/1/2019-6/30/2023
Crisis and Housing Support (CHS)	Joint Transitional Housing-Rapid Rehousing up to 11 households experiencing homelessness in Bourbon, Harrison and Nicholas Counties.	5/1/2021-4/30/2022
Community Action Council Permanent Supportive Housing (CACPSH)	Leasing, utility allowance and case management services for up to 30 units in all 16 counties of the BoS Region 6 Continuum of Care meeting the definition of Dedicated Plus.	10/1/2021-9/30/2022
Region 6 Permanent Housing Program	Leasing, utility allowance and case management services for up to 32 units annually in all 16 counties of the BoS Region 6 Continuum of Care meeting the definition of Dedicated Plus.	1/1/2022-12/31/2022
Tenant Based Rental Assistance (TBRA)	Provide permanent supportive housing in all 16 counties of the BoS Region 6 Continuum of Care.	6/30/2020-5/31/2022
Coordinated System for Treatment and Services (CSTS)	Partnership with Kentucky River Foothills Development Council, Inc. New Vista, and KVC Kentucky to provide outpatient mental health and substance abuse treatment services and linkage to permanent housing resources.	9/29/2018-9/28/2023
Emergency Solutions Grant (ESG)	Rapid Rehousing assistance and case management for up to 14 households annually in Fayette County.	1/1/2021-5/31/2022

BUDGET NARRATIVE

The Council is seeking funding in the amount of \$4,000,000 from LFUCG to support its proposed Transitional Housing Pilot Program (THPP) to serve as many as 120 individuals experiencing homelessness through time-limited transitional housing, intensive case management services, housing navigation services and facilitation of coordinated entry.

TOTAL FUNDING REQUEST: \$4,000,000

a. Personnel Costs - Budget \$95,720 to fund salaries for program personnel as follows:

Position	FTE	Salary
Director of Housing & Homeless Services	0.01	\$ 758
Housing Case Management Specialist	1.11	\$ 48,121
Housing Navigation Coordinator	1.00	\$ 38,751
Intensive Case Management Team Coordinator	0.18	\$ 8,090
Grand Total	2.30	\$ 95,720

b. Fringe Benefits - Budget \$21,650 as follows:

Fringe	
FICA Expense	\$ 7,671
Workers Compensation Expense	\$ 722
Pension Expense	\$ 5,145
Health Insurance Expense	\$ 3,003
Life Insurance Expense	\$ 174
Disability Insurance Expense	\$ 381
Accrued Leave	\$ 4,554
Grand Total	\$ 21,650

The Council accrues leave expenses as they are earned in a separate leave account and deposits leave as it is earned. When leave is taken, the separate leave account is charged instead of charging to grant funds at that time.

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

d. Travel - Budget \$750 to provide mileage reimbursement for program staff for travel necessary for direct program operations. Budgeted at the Council's current mileage rate of \$.585 for 1,282 miles for the duration of the contract period.

e. Contractual - Budget \$69,350 (1) to pay for a provision of security (\$41,000), cleaning (\$15,250) and property management (\$8,100) services. (2) \$5,000 to pay for Therapeutic Services not otherwise covered by Medicaid.

f. Operating Expenses - Budget \$198,924 to support the following expenses: (1) Program Supplies - \$41,000 to purchase furniture, household supplies and other program supplies; (2) Office Supplies - \$1,840; (3) Insurance and Bonding - \$7,270; (4) Facilities - \$65,890 to cover the costs related to office space, ongoing repair, maintenance, and upkeep of facilities (\$5,890) utilized by program staff estimated at \$15/sq foot and maintenance and repair (\$60,000) of owned housing units. (5) Client Benefit Expenses - \$70,490 to provide for utility (\$9,000) and rental (\$9,000) arrears and security and rental deposits (\$33,750) to assist participants in exiting to permanent housing, (\$3,740) to obtain vital records, and (\$15,000) to provide a small monthly stipend (up to \$50 per household in TH services) for food and other household needs. (6) ITS Expense - \$2,984 to provide for shared IT services managed by the agency. (7) Training Expense - \$500 to provide training resources for agency staff related to the program. (8) Meeting Expense - \$150 to provide materials for staff meetings related to the program. (9) Data Processing Expense - \$100 to provide a share of expenses for licensing of case management software for participants. (10) Transportation Assistance - \$7,200 to provide up to three months of transportation assistance of \$30 for 20 households. (11) Vehicle Repair and Maintenance - \$1,500 to provide a portion of the expenses for maintenance of agency fleet vehicles based on actual miles driven during the program period.

g. Leasing Expense – Budget \$99,590 to provide rental costs (\$23,200) to master-lease at least two housing units, including utility expenses (\$40,500) at all leased and owned properties, estimated at the cost of up to \$750 per month, including electric/gas, water, sewer, and internet. Also includes short-term hotel accommodations (\$35,890) to facilitate transitions between residents and to meet additional demand.

h. Construction Expenses – Budget \$3,455,698 to acquire and complete necessary renovation(s) of two properties, including a commercial facility such as the one located at 1080 Export Street or a similar structure, and a duplex on Douglas Avenue identified by Community Initiatives, LLC at up to \$150,000.

i. Indirect Expenses – Budget \$58,318 based on 12% of direct program expenses.



Transitional Housing Pilot Project Project Period Budget

Revenue	\$	4,000,000
Personnel Costs	\$	95,720
Director of Housing & Homeless Services	\$	758
Housing Case Management Specialist	\$	48,121
Housing Navigation Coordinator	\$	38,751
Intensive Case Management Team Coordinator	\$	8,090
Fringe Benefits	\$	21,650
FICA Expense	\$	7,671
Workers Compensation Expense	\$	722
Pension Expense	\$	5,145
Health Insurance Expense	\$	3,003
Life Insurance Expense	\$	174
Disability Insurance Expense	\$	381
Accrued Leave	\$	4,554
Equipment	\$	-
Travel	\$	750
Contractual	\$	69,350
Security Services	\$	41,000
Cleaning Services	\$	15,250
Property Management Services	\$	8,100
Therapeutic Services	\$	5,000
Operating Expenses	\$	198,924
Program Supplies	\$	41,000
Office Supplies	\$	1,840
Insurance and Bonding	\$	7,270
Misc. Facilities	\$	5,890
Maintenance and Repair	\$	60,000
Utility Arrears	\$	9,000
Rental Arrears	\$	9,000
Security and Utility Deposits	\$	33,750
Vital Records	\$	3,740
Client Benefit-Stipend	\$	15,000
ITS Expenses	\$	2,984
Training Expense	\$	500
Meeting Expense	\$	150
DP Expense	\$	100
Transportation Assistance	\$	7,200
Vehicle Repair and Maintenance	\$	1,500
Leasing Expense	\$	99,590

Rental Costs	\$	23,200
Utility Expenses	\$	40,500
Short-term hotel accomodations	\$	35,890
Construction Expenses	\$	3,455,698
Indirect Expenses	\$	58,318
TOTAL BUDGET	\$	4,000,000

AFFIDAVIT

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

1. His/her name is Sharon Price and he/she is the individual submitting the proposal or is the authorized representative of Community Action Council 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.

[Signature]

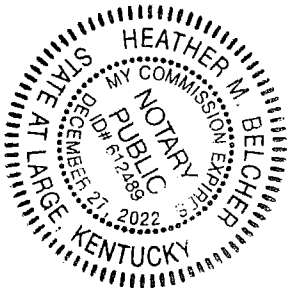
STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by Sharon Price on this the 20th day of April, 2022

My Commission expires: Dec. 27, 2022

Heather M. Belcher
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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



Signature

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

Name of Business

WORKFORCE ANALYSIS FORM

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

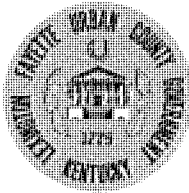
Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	6	1	1		1		3									1	5
Professionals	105	13	35	3	7	8	36			1		1		1	25	80	
Superintendents																	
Supervisors	49	8	21		2	1	17									9	40
Foremen																	
Technicians																	
Protective																	
Para-	254	2	151		36	2	60								3	4	250
Office/Clerical	15		6		3		6										15
Skilled Craft	24	2	10	1		2	9									5	19
Service/Maintena	14	5	3			2	3							1		8	6
Total:	467	31	227	4	49	15	134			1		1	1	4	52	415	

Prepared by: Samantha Anderson Date: 2 / 11 / 2022

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A			
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 for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

Company

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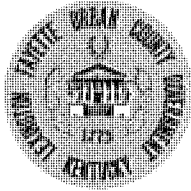
Company Representative

04.18.22

Date

Executive Director

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

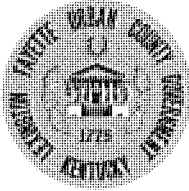
Company

04.18.22
Date



Company Representative

Executive Director
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

(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 for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

Company

APrice
Company Representative

Date

04.18.22

Executive Director

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

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

Company _____
04.18.22
Date _____

[Signature]

Company Representative
Executive Director

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

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

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

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

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

N/A Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

N/A Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

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

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

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

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

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

N/A Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

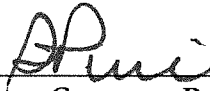
Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

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

Company

04.16.22
Date



Company Representative

Executive Director

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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

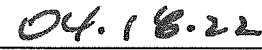
authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that 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. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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



Signature



Date

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

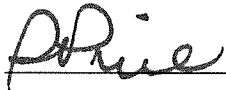
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.
8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”
15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature



Date

Firm Submitting Proposal: Community Action Council

Complete Address: 710 W. High St. Lexington 40502
Street City Zip

Contact Name: Melissa Tibbs Title: Director of OS

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

Email address: melissa.tibbs@commaction.org

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

OPERATIONS MEMORANDUM

Subject: Affirmative Action Plan

Number: A-1990-G

Change No: 1

Replaces: Affirmative Action
Policy A-1990-G

Effective Date: September 27, 2004

Reference: Minutes, Board,
9/27/04

Expiration Date: None

Approval:  Board of Directors 

Type: Policy

Date: September 27, 2004

DISTRIBUTION:

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

FILING INSTRUCTIONS (Persons with Operations Manual):

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

BACKGROUND

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

RESPONSIBILITIES

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

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

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

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

AFFIRMATIVE ACTION PLAN

I. INTRODUCTION

A. PURPOSE AND SCOPE OF PLAN

This Affirmative Action Plan is designed to:

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

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

B. POPULATION OF COUNTIES – SEE ATTACHMENT

C. STATEMENT OF COMPLIANCE

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

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

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

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

D. MASTER PURPOSE

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

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

II. ADMINISTRATION

A. BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

B. HUMAN RIGHTS COMMITTEE

The functions of the Human Rights Committee shall be:

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

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

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

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

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

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

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

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

C. STAFF EQUAL OPPORTUNITY CHAIRPERSON

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

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

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

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

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

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

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

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

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

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

D. EQUAL OPPORTUNITY COUNSELOR

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

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

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

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

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

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

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

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

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

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

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

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

III. NON-DISCRIMINATION POLICIES IN EQUAL EMPLOYMENT

A. DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. VENDOR COMPLIANCE

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

V. PARTICIPATION AND SERVICE DELIVERY

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

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

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

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

VI. INSTITUTIONAL CHANGE

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

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

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

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

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

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

VII. DISSEMINATION OF EQUAL OPPORTUNITY PROGRAM

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

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

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

VIII. EQUAL OPPORTUNITY POLICY – PERSONNEL ACTIONS

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

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

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

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

IX. GRIEVANCE AND APPEAL PROCEDURES

A. POLICY

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

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

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

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

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

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

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

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

X. DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

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

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

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

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

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

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

XII. PARTICIPATION IN PROGRAM PLANNING, DEVELOPMENT AND EVALUATION

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

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

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

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

Memorandum of Understanding

Memorandum of Understanding

Between

Lexington Home Ownership Commission II, LLC

and

Community Action Council

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Lexington Home Ownership Commission, LLC (LHOC) and the Community Action Council (CAC) to provide safe and decent housing for families transitioning from homelessness to permanent housing.

Purpose

This MOU will fulfill the LHOC's obligation to CAC to provide housing for families transitioning from homelessness to permanent housing. LHOC will provide two Faith Community Housing units as they become available. The dwelling unit at 413 Roosevelt Blvd., Lexington KY 40508 will be provided to CAC, for them to utilize in their transitional housing program with the additional unit to be utilized when a suitable unit is available.

The above goal will be accomplished by undertaking the following activities:

- LHOC will provide two Faith Community Housing units as they become available. The dwelling unit at 413 Roosevelt Blvd., Lexington KY 40508 will be provided to CAC, for them to utilize in their transitional housing program with the additional unit to be utilized when a suitable unit is available.
- CAC will maintain all utilities for the life of the MOU.
- CAC will assume all responsibilities to turn the dwelling unit between occupants.
- LHOC will inspect the dwelling unit annually to ensure the unit remains in compliance with local building codes and to perform preventative maintenance
- LHOC will also provide routine maintenance as needed and requested by CAC. CAC will bear the expense for maintenance repairs caused by CAC clients. LHOC is bear maintenance expense for routine maintenance upkeep.

Reporting

There is no requirement for reporting.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the LHOC and CAC. This MOU shall become effective upon signature by the authorized officials from the LHOC and CAC and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from LHOC and CAC this MOU shall end on September 30, 2023.

Contact Information

Lexington Home Ownership Commission, LLC
Austin Simms
President
300 West New Circle Road
Phone 859-281-5083
simmsa@lexha.org

Community Action Council
Sharon Price
Executive Director
710 West High Street
Phone 859-233-4600
Sharon.Price@commaction.org

Austin Simms Date:
(Partner signature)
(Partner name, organization, position)

Sharon Price Date: 08.30.2021
(Partner signature)
(Partner name, organization, position)

Community Initiatives, LLC
2121 Hart Court
Lexington, KY 40502

April 18, 2022

Community Action Council
710 West High Street
Lexington, KY 40508

Dear Ms. Price,

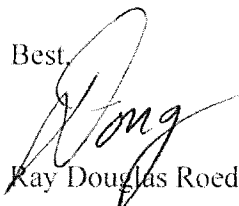
As you know, Community Initiatives, LLC has long been invested in supporting the housing needs of households with low income, including those at-risk of homelessness.

As a current housing partner of Community Action Council's (CAC) housing programs, Community Initiatives LLC is pleased to offer you this letter of support expressing our interest in transferring ownership of three of our family residential units in Lexington to CAC.

Transfer of ownership would occur through both purchase and donation. The units are a duplex home (purchase) and a single-family home (gift/donation). The duplex unit is located at 417 Douglas Ave in the Douglas Heights subdivision of Lexington. This two-story residential building has two units, each with two bedrooms and a bathroom. The single-family home is located at 1156 Anderson Street and is a three-bedroom, two-bathroom unit, located in the Irishtown subdivision.

Community Initiatives LLC is interested in working with expedience to allow the work needed for CAC to acquire the properties to be conducted, such as inspection, appraisal, and similar ownership matters. It is our intention to work quickly so that the three units can be available during the project period if your agency is awarded funding for the Transitional Housing Pilot Program.

Best,



Ray Douglas Roederer
Partner, Community Initiatives LLC

Christopher Marty Jones

105 Johnstone Trail Georgetown, KY 40324
(859) 494-0470 (mobile) cjcmjones1976@gmail.com

EDUCATION

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

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

EXPERIENCE

Community Action Council for Lexington/Fayette, Bourbon, Harrison & Nicholas Counties, Inc., Lexington, KY: *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 seven 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, Assertive Street Outreach, Emergency Family Housing, 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.
- Implement and manage a temporary non-congregate shelter for unsheltered individuals and households experiencing homelessness in response to the COVID-19 pandemic from 11/1/20-4/30/21 and again from 11/30/21-4/30/22. Major activities included securing 85 motel rooms along with food and security services, prioritizing those at greatest risk of contracting and/or experiencing complications from COVID-19, collaborating with the Office of Homelessness, Intervention and Prevention, street outreach and other housing and service providers to provide shelter, offer various services and identify housing opportunities for participants staying at the shelter.
- 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—7/1/15-6/30/21

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

Certified Community Action Professional--2012

Leadership Lexington—Class of 2006-2007

Francia Gonzalez

505 Baylor Place ▪ Lexington, KY 40514 ▪ (859) 285-2777 ▪ Sifrina22@hotmail.com

OBJECTIVE: To secure a position in a well-established organization with a stable environment.

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

PROFESSIONAL EXPERIENCE:

Community Action Council- Housing Case Management Specialist Jan 2020- Present

- Support Community Action Council's mission, vision and value.
- Complete assessment with participants and utilizes results to assist them in establishing goals and in determining individual service plans.
- Serve as advocate, broker, and liaison with community organizations to secure appropriate services necessary for participants to meet basic needs and achieve goals established in individual service plan.
- Follow evidence based practices including progressive engagement, active listening, motivational interviewing and harm reduction strategies.
- Teach and model appropriate actions and attitudes in a variety of settings.
- Respect privacy and maintains confidentiality in accordance with all relevant laws and regulations.
- Asses participants in developing a crisis plan.
- Prepare and maintain documentation of activities and services in accordance with program procedures.
- Conduct home visits at least monthly or more often as required by participant.
- Participate in weekly case conferences.
- Assist participant in working through the stages of change.
- Ensure compliance with funding source regulations.
- Perform other duties as assigned to meet program and organization obligations, goals and outcomes.

Community Ventures- Certified U.S. Department of Housing and Urban Development (HUD) Homeownership Bilingual Counselor Jan 2018- Present

Neighbor works Certified Housing Education Counselor

Providing first time home buyer counseling in the core areas of:

-Financial Management

-Housing Affordability

-Fair Housing

-Home-ownership

-Avoiding Foreclosure

-Tenancy

Consult with clients to define personal and housing needs or problems

Provide individual technical assistance or classroom training to address the needs or problems

Assists clients when necessary, in obtaining appropriate financing for homeownership

Provide post-loan-closing technical assistance as needed.

-Mortgage Industry experience-

Ryder Logistics Dispatch Associate (Office Team temporary assignment) June 2017-October 2017

Accurately record driver arrival and departure times in a timely manner in LMS

(Logistics Management System)

Track shipments details, locations, ETAs

Work with carriers to remedy phone number omissions, address corrections and service approvals

Communicate with carriers regarding service levels

Ensure all new dispatch associate are trained per customer requests

Ensure drivers have appropriate route specific information

Oversee hot part drivers and allocate resources as required

Train and cross-train new employees in various job functions

Address issues that do not follow procedure

Notify customer if shipments are delayed

Work with managers and team members to implement new strategies and initiatives

Collaborate with domiciles to integrate logistics with company processes

Worked closely with OMC Mexico to make sure freight was picked up and crossed the border in a timely matter

Sent DFN's and PFN's to notify customer of freight location and delivery time

Inform management of ongoing performance issues

Expedited shipments when carrier couldn't deliver in a timely matter

Setup shipments on Active Aero who could delivery freight on time.

Contacted carriers via phone/email requesting location, miles out and ETA to determine if the delivery could be met on time.

FCPS: Substitute Teacher 2015- Present

Toyota Motor Manufacturing Kentucky-Bilingual Electronic Data Interchange Coordinator-

Georgetown, KY 2009-2011 (Contractor)

Provide critical on-line 1st level support

Review reports and log files on a daily basis.

Answer production support emails and voice mails as well as tickets from the Helpdesk.

Prioritize, research, track, and resolve EDI related issues.

Proficient with EDI translators, EDI and FTP Standards.

Work with VAN to resolve transmission issues

Retransmit EDI documents via Mainframe

Work with trading partners and internal functional teams to troubleshoot data issues and mapping issues.

Process and monitor all inbound and outbound documents (810s, 850's, 865's etc).

Work with trading partners to resolve any operational issues.

Coordinate and test all EDI implementations with new EDI partners.

Analyze current implementation in order to make recommendations for improvements.

Run KPI weekly errors at Sterling Gishi Environment.

Resolve and/or escalate issues in a timely manner

Work with and manage outside vendors

Manage EDI rollout for new plant (Project Lead)

Acted effectively as point-of-contact of status on EDI transactions from internal and external

customers.

Educated and trained staff of assigned business areas on EDI applications.

Developed and Prepared EDI documentation for internal and external use.

Provide weekly updates for visualization for management review.

Monitor issues and countermeasure.

Change Management background with Toyota:

Ran Change Management reports using Crystal Reports on a daily basis

Responsible for running the Change Management meetings on a daily basis where we discussed upcoming projects, whether they have been implemented, approved or missing

approvals. Discussed Top Incidents, Requests, Unapproved changes, Outages, Emergency ids,

Post

implementation, Daily abends.

Toyota Motor Manufacturing Kentucky – Bilingual Technical Support - Georgetown, KY

2005-2009 (Contractor)

Provide critical on-line support

Answer production support emails and voice mails.

Support software packages, email, hardware and connection issues to users across multiple

Toyota Plants in the United States, Canada, and Mexico

Troubleshoot various platforms including windows 2000/XP and IBM mainframe

Troubleshoot wired and wireless LAN connection issues

Remotely Installs software packages

DNS, WINS and name resolution configuration and troubleshooting
Provide support for proprietary dial-up and VPN access
Perform maintenance on network accounts according to SOP

EDS - Bilingual Technical Support Specialist - Winchester, KY 2004-2005

Problem solving for global companies such as: SKF, Foamex and GM
Provided Customer Support call center Industrial/Automotive Environment
Troubleshoot various platforms including Windows 2000/XP, Mainframe and AS400
Responsible for Conferencing with SKF level 2 Global Technicians for support
Managed a high-volume workload within a dead-line driven environment, resolved and average
of 96% on calls out of 100% Customer Satisfaction

TRAININGS/CERTIFICATIONS:

Promoting Housing Stability through Active Engagement- 2022
Supportive Housing Onboarding Curriculum- 2022
Homeless Counseling Service Model Series -2021
Reaching individuals: Behind and beyond bars -2020
U.S Department of Housing and Urban Development, Office of healthy and Lead Hazard Control *Visual Assessment Course- pursuant to 24 code of Federal Regulations. -2020*
HUD CERTIFIED COUNSELOR - 2019

EDUCATION:

Eastern Kentucky University – B.A – Spanish (Fluent)

425 Gentry Road
Lexington, KY 40509
ralang2@gmail.com
Cell Phone (859) 576-5556

Ryan A. Lange

Education

May 2005 Henry Clay High School Lexington, KY
Successfully graduated and received a diploma. Participated in the band and on the football team

August 2005-May 2009 University of Kentucky
Received a Bachelor of Arts in Psychology
Graduated Cum Laude with a Cumulative GPA of 3.55 Psychology GPA- 3.5
Activities- Member of the University of Kentucky Chapter of Psi Chi, member of Wildcat Marching Band, member of MAVARUK (Men Against Violence and Rape at UK)

Skills

Technology- Microsoft Office Suite (Word, Excel, PowerPoint); familiar with Mac computers
People- Able to work independently or as part of a team. Detail oriented.

Experience

January 2010-September 2014 UK Healthcare (formerly with Bluegrass.org)

- Central Kentucky Recovery Center (formerly Bluegrass Personal Care Home), working with persons with severe and persistent mental illness (SPMI)
- Create and implement recovery plans for residents
- Conduct groups to educate residents on a variety of topics
- Duties as acting supervisor as assigned

September 2014-October 2016 Bluegrass.org

- Case Manager for the Supported Apartment Program (SAP) operated by Bluegrass.org
- Assist clients with SPMI with accessing services and obtaining needed supports
- Design and implement recovery plans to address barriers to independent living

- Monitor medication and overall treatment compliance

October 2016–February 2021 Cabinet for Health and Family Services

- Social Service Clinician I in the Guardianship Services Office
- Coordinate placement of adults and patients within mental health/mental retardation facilities and provides post placement services to the family and advocacy for the individual.
- Assist in making medical and financial decisions on behalf of individuals to ensure their needs are met.
- Maintain current and confidential case records.

May 2021–Present Community Action Council

- Housing Navigation Coordinator with Community Action Council
- Help maintain a list persons experiencing homelessness and looking for assistance with housing in Lexington
- Refer persons experiencing homelessness to area projects that provide housing assistance and track each referral
- Maintain a list of affordable housing in the Lexington area

References

[Suzanne Lipscomb](#)

Supported Apartment Program Director

Bluegrass.org

Phone: 859-420-7123

Co-Worker from January 2010–September 2014, Supervisor from March 2015–October 2016

[Samantha Jarvis](#)

Social Service Clinician

Cabinet for Health and Family Services

Phone: 606-594-8218

Co-Worker from August 2018–February 2021

[Charlie Darrington](#)

Guardianship Field Office Supervisor

Cabinet for Health and Family Services

Phone: 502-352-3395

Supervisor from October 2016–February 2021

Brandy Y Clark

57 C Michael Davenport Blvd #20

Frankfort, Kentucky 40601

502.219.0233

brandy.clark@rocketmail.com

Profile

People first oriented candidate with proven expertise in a full range of business and client service operations marked by frequent recognition for outstanding performance. High commitment to professional ethics. Proven abilities in conflict resolution, program management and peer motivation. Effective negotiator utilizing tact, energy, honesty and a smile as tools in developing long-term relationships. Employer recognized communication skills. Praised for ability to give well-organized and accurate information.

Areas of Expertise

- Administrative Coordination
- Job Development
- Data Management
- Career Transition
- Recruitment & Outreach
- Account Management
- Career Coaching
- Assessment
- Team Lead
- Street Outreach

Professional Experience

Community Action Council- Intensive Case Management Team Coordinator (10/2019-Present) 710 W. High St Lexington, KY 40508 (859)233-4600

- Responsibilities include ensuring the provision of individualized supports to assist participants who are experiencing homelessness in obtaining permanent housing
 - Collaborates with community outreach staff in establishing rapport with individuals and families that are experiencing homelessness
 - Ensures that individual service plans are made to address any barriers to obtaining permanent housing
 - Coordinates services for participants related to achieving goals in the individual plans and facilitate transition of services from ICM Team to housing based service providers
 - Supervises AmeriCorps Intern

Community Action Council -Housing Case Management Specialist (08/2018-10/2019)

710 W. High St Lexington, KY 40508 (859) 233-4600

- Provides comprehensive Case Management Services to homeless families including counseling services and other supportive services, while developing a family-specific housing plan with the primary focus on finding suitable housing while following HUD federal guidelines and the “Housing First” Model

- Responsible for maintaining a case load of 20, while providing Housing services and fully complying with and maintaining knowledge of Federal/ local regulations along with privacy and confidentiality laws
- Scheduled and sent all correspondence for annual recertifications and HQS inspection
- Provided customer service to landlords, clients, and general public in a timely manner with tact and diplomacy
- Kept accurate records and documentation in HMIS of all transactions in each client chart

Metropolitan Family Services – Career Coach – (09/2017 – 08/2018)

1 N Dearborn St Suite 1000 Chicago, IL 60602 (312) 986-4000

- Satisfy contractual requirements for CHA Family Works by initiating a complex matrix of workforce development services to CHA residents of Lowden Homes and Region 5 Scattered Sites
- Support 85+ residents annually obtain permanent, unsubsidized employment by rendering workforce development services: resume development, cover letter creation, identifying professional references, career search strategy, identifying the contact information for previous employment, one-on-one job readiness training, one-on-one mock interviewing and providing employment referrals
- Maintain an 85% 1-year retention average by providing ongoing coaching and mentoring to clients
- Administer assessments (career, interest, personality and workforce) as an objective tool to diagnose and identify needs, next steps to increase employability and discover career paths to transition towards self-sufficiency

State of Indiana – Vocational Rehabilitation Counselor – (01/2016 – 07/2017)

2620 Kessler Blvd East Drive #105 Indianapolis, IN 46256 (317) 205-0100

- Managed, evaluated and counseled caseload of 89 “differently abled” clients in need of supportive services related to vocational and rehabilitation care
- Implemented innovative methods of incorporating technology and socio-emotional intelligence to address client challenges
- Developed meaningful relationships with community stakeholders to create resources for high need-lower functioning clients

Manual High School (Charter School USA) – Assistant to the Dean – (10/2014 – 05/2015)

2405 Madison Ave Indianapolis, IN 46225 (317) 217-1983

- Executed tasks to ensure day-to-day operational efficiency: performed database maintenance, answered a multi-line phone system to direct calls and disseminate information, utilized software to prepare internal and external documents, made travel arrangements, accurately entered data and managed an internal file system
- Purchased and tracked orders for office supplies and equipment using the appropriate systems, maintaining records of purchases and assisting in maintaining office supplies and equipment
- Coordinated and scheduled internal and external meetings and conference calls, video conference meetings utilizing Outlook calendar for management and staff; including arranging for any catering and document distribution

Adams & Associates Independence Job Corps – Career Counselor – (12/2013 – 10/2014)
222 East Ohio Street Suite 300 Indianapolis, IN 46204 (317) 524-6788

- Initiated career counseling to students ages 16 - 21 to enhance student employability and to ensure continued enrollment and quantifiable success in the Job Corps program
- Identified and remediated student barriers to success and developed individualized student career educational plans

Thresholds –Supported Employment Specialist – (11/2011 – 12/2013)
4101 N Ravenswood Ave Chicago IL 60613 (773) 572-5500

- Implemented and practiced the Supported Employment Evidence-Based Practice (SE EBP), assisting Veterans and “the differently-abled” in obtaining and maintaining employment that is consistent with their vocational and recovery goals, spending at least 60% of direct service time in the community to engage and support clients, family members and employers
- Discussed and encouraged the realization of work as central to the recovery process when talking with clients, staff, employers, funders and advocates
- Assessed members’ vocational functioning on ongoing basis utilizing back-ground information, personal preferences and work experiences
- Assisted clients in job development and job search activities directed toward positions that are consistent with the needs and interests of clients

Dynamic Systems Inc. (Midwest Region Job Corps)– Career Transition Specialist – (08/2009 – 11/2011)

6665 N 60th St Milwaukee, WI 53223 (414) 353-5914

- Exceeded permanent, unsubsidized job placement targets in high-demand sectors (healthcare, transportation, hospitality and manufacturing) by establishing personal contact with prospective area employers to expand job development efforts for employment opportunities
- Screened and matched students with employment opportunities based on their skills, work experience, hobbies and interests
- Conducted reviews of accounts on a regular basis to evaluate employer demand and usage of services and determined how best to improve and/or leverage relationship to meet placement objectives

Education

Kentucky State University – Bachelor of Behavioral & Social Science – Frankfort, KY

- Concentration: Psychology

CHASTITY GRIFFIN

Address · 3393 squire creek way Lexington KY, 40515

Email · Chastity.griffin@commaction.org/clgr229@uky.edu ·

Goal; As a former foster child, an individual who has experienced homelessness, and advocate for our community, I want to use my education and interpersonal skills to help in the fight against addiction, ending homelessness, and help those who can't always help themselves.

Education

2017- current

University of Kentucky

Doctoral Candidate in Education

G.P.A 3.6

2015-2017

University of Kentucky

Master's in education

Rehabilitation Counseling

G.P.A. 3.6

2012-2015

University of Kentucky

Bachelor of Science in Sociology

G.P.A. 2.8

PROFESSIONAL EXPERIENCE

2018- current

Community Action Council

Street Outreach Coordinator

Chastity.griffin@commaction.org

(859) 388-4354

Summary:

Good knowledge of the community resources within the municipality/school district; good knowledge of the local community and population; familiarity with interview techniques; familiarity with local social agencies available to deal with problems in the area;

2016-2018
Community Action Council
Housing Case Management
Chastity.griffin@commaction.org
(859) 233-4600

Summary:

Interacted with both individuals and families who have housing issues and connected them with emergency shelters. As a case manager I also assist homeless adults and at-risk youths in finding safe and affordable accommodations. As a case manager I also coordinated and managed the needs of housing units. Court appearance, advocating, and a liaison for the client and their family.

2015-2016
Community Action Council
Family Development Specialist
Chastity.griffin@commaction.org
(859) 233-4600

Summary:

Provide support and services for children and families experiencing crises. With a specialty in domestic abuse or child protection, I offered resources and counseling to vulnerable families and helped them interface with social service agencies.

2013-2015
Community Action Council
Administrative Assistant
Chastity.griffin@commaction.org
(859)233-4600

Summary:

As an administrative assistant I played an important role in organizing, managing, and keeping the office running. I was responsible for clerical and organizational tasks; organizing, scheduling appointments, assisting other staff members, and drafting correspondences or messages and at time left in charge as the lead organizer for many meetings.

2009-2013
Thoroughbred Wholesale
Sales Manager
Clgr229@uky.edu
(859) 248-6376

Summary:

Hire and motivated high-performing sales teams, and lead them to generate leads, hit or exceed revenue forecasts, and ultimately meet customer needs. From pharmaceuticals to software to financial management, building relationships and closing deals.

2009- Current
Business Owner / Self Employed
Cleaning Associates for the Lexington and Tristate Area
(859) 248-6084

Summary:

Handle responsibilities such as creating business plans, arranging financing, hiring staff, reviewing sales, developing marketing strategies, overseeing daily activities, and identifying business opportunities.

As a business owner in Lexington I've made valuable relationships with community partners and community members. I've also went above and beyond to use my business name to make a difference in the community from volunteering to donating.

Project Name	Brief Description	Period of Performance
Emergency Family Housing (EFH)	EFH utilizes a non-traditional shelter model to annually meet the emergency shelter needs of up to 81 persons—or 27 two-parent and group families meeting the definition of “family” under HUD’s Equal Access Rule—originating in Lexington-Fayette County through short-term hotel stays or up to 90 days in a master-leased apartment, or some combination, without requiring family separation.	7/1/2021-6/30/2022
COVID Winter Shelter	Provides emergency, non-congregate winter shelter at local hotels for households experiencing homelessness. As of this writing, short-term emergency shelter since April 2020 has been provided for more than 124 households, including 10 families with children.	11/1/2021-4/30/2022
Crisis and Housing Support for Youth (CHSY)	CHSY is a Joint Transitional Housing-Rapid Rehousing Project that annually assists up to 10 youth-headed households experiencing homelessness through the process of moving from emergency shelters, the streets, or domestic violence situations to obtain permanent, stable housing.	3/1/2022-2/28/2023
Domestic Violence Bonus Initiative (DVBI-XL)	DVBI-XL program annually assists up to 20 households experiencing homelessness and intimate partner violence through the process of moving from emergency shelters, the streets, or other inhabitable situations to obtain permanent, stable housing.	12/1/2022-11/30/2023
Project Independence-Rapid Rehousing (PI-RRH)	PI-RRH annually assists at least 20 households, including families and individuals, experiencing homelessness through the process of moving from emergency shelters, the streets, or domestic violence situations to obtaining permanent, stable housing. Participants receive rental assistance and an array of supportive services for an average period of six- to 12-months, not to exceed 24-months.	1/1/2022-12/31/2022
Assertive Street Outreach (ASO)	ASO 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.	11/1/2019-6/30/2023
Crisis and Housing Support (CHS)	CHS is a Joint Transitional Housing-Rapid Rehousing project that annually provides crisis housing, rapid rehousing (RRH) assistance, and continuous supportive services for up to 11 households experiencing homelessness in Bourbon, Harrison and Nicholas Counties.	5/1/2021-4/30/2022
Community Action Council Permanent Supportive Housing (CACPSH)	CACPSH program provides leasing, utility allowance and case management services for up to 30 units annually to assist individuals and families in all 16 counties of the BoS Region 6 CoC meeting the definition of Dedicated Plus to secure and maintain housing and acquire, maintain and/or increase household income.	10/1/2021-9/30/2022
Region 6 Permanent	The Region 6 Permanent Housing Project provides leasing, utility allowance and case management services for up to 32 units annually	1/1/2022-12/31/2022

Housing Program	to assist individuals and families in all 16 counties of the BoS Region 6 CoC meeting the definition of Dedicated Plus to secure and maintain housing and acquire, maintain and/or increase household income.	
Tenant Based Rental Assistance	TBRA program operates in collaboration with its Coordinated System for Treatment and Services (CSTS) program, funded by SAMHSA, to provide permanent supportive housing in all 16 counties of the Balance of State Region 6 CoC to individuals experiencing homelessness and who have a disability and to families who are experiencing homelessness and have a family member with a disability, including substance use disorders, mental health concerns and co-occurring conditions.	6/30/2020-5/31/2022