

Kentucky Equal Justice Center Board

July 14, 2022

Via Zoom

Agenda

11:00 Welcome and Introductions

- Highlights of Recent Activity
- Approval of Minutes

11:20 Administration and Development

- Financial Report Q2 2022
- KHC Housing Project Agreement
 - Resolution of Approval

11:40 Governance

- Report of the Executive Committee
 - Judicial Nominations
- Strategic Plan Volunteers and Implementation
- Governance Tasks Update 2022
 - Board Committees
 - Community and Client Members
- Meeting Dates 2022

12:00 Big Picture: Legal Services Funding

12:10 Staff Reports: Highlights and Discussion

12:40 Adjourn

Kentucky Equal Justice Center

Board Minutes

April 26, 2022

Board Members Present: Tiffany Pyette (Client Member); Bob Brown, Rick Clewett, Lisa Gabbard, John Rosenberg, Dan Wu (Community Members); Jefferson Coulter, Joshua Crabtree, Robert Johns (Program Directors); Kristin Alexander, Brandie Ingalls, Jacob Taulbee (Staff Reps).

KEJC Staff: Emma Anderson, Miranda Brown, Ben Carter, Raaziq El-Amin, Angela Evans, Michelle Haubner, Allison Hight, Ebony Lee, Tyler Offerman, Shannon Rempe, Rich Seckel.

Welcome and Introductions

As the group gathered on Zoom, members greeted each other. Chair Bob Brown called the full meeting to order and invited KEJC Director Rich Seckel to conduct a roll call.

Rich welcomed new Maxwell Street Program Director Angela Evans, new Communications Associate Ebony Lee, and newly elected Attorney Staff Rep Brandie Ingalls and invited them to share a little extra about their backgrounds during the roll call that followed.

Highlights of Recent Activity

Bob recognized Rich to present highlights of recent activity. Rich said highlights included:

- **Housing Outreach:** Approval of initial paperwork for a multi-year grant agreement with Kentucky Housing Corporation on housing stability services (see below);
- **New director at Maxwell Street:** great teamwork at Maxwell Street during the transition leading up to Angela Evans' start as program director; and
- **"All's well that ends:"** a tough General Assembly that saw a few bright spots, including a bill to extend Medicaid post-partum coverage to a year.

Rich said that outcomes of General Assembly reflected the new supermajority's agenda, including tax cuts, barriers to public benefits, and new limitations on access to reproductive health services. He said he was pleased to find that members of our email list—initially compiled to reach potential donors to Maxwell Street—responded quite well to action alerts.

Rich said that his least favorite bill was HB 4, which diminished unemployment insurance benefits. He said one unheralded bit of good news was full funding of Medicaid and Medicaid expansion.

Resolution Honoring Chris Frost

Chair Bob Brown noted that KEJC Board member Prof. Christopher Frost had passed away on January 13, 2022. Bob had drafted a resolution honoring his memory. The resolution described Chris' years on the board as member and chair, his astute judgement, quick wit, deep legal experience, and devotion to community service.

Bob recognized Rich to share his thoughts and recollections about Chris. Rich said he first saw Chris in action in court, as a member of the Attorney General's legal team challenging the takeover of nonprofit Kentucky Blue Cross by Anthem, a case that led to formation of the Foundation for a Healthy Kentucky. Rich said he was thrilled when this brilliant lawyer agreed to join the board.

Rich said that he had learned during Chris' memorial service that Chris had been first in his class at UK College of Law. Classmate Ben Chandler had recalled during the service that Chris was a motorcycle riding scholar. Rich said that he also was fascinated during Zoom calls to see a blue Fender Stratocaster behind Chris in his home office.

John Rosenberg said the memorial service had been held at the newly remodeled law school, giving him a chance to see the "really lovely addition." KEJC Resource Organizer Raaziq El-Amin also had attended the memorial. He said that the remarks by students during the service stood out for him.

Rich said he decided to look back to 2001 when Chris joined the board. At the time, KEJC staff was just himself part-time—compared to 16 people today. He expressed appreciation for Chris' support and guidance during the period of growth and his interest in sustainability.

Motion:	Rick Clewett moved to adopt the resolution honoring Chris' memory
Second:	Joshua Crabtree
Action:	Approved unanimously

Approval of Minutes

Bob Brown invited a motion on the minutes of the last board meeting. John Rosenberg requested a correction to make clear that Kentuckian Gene Vance was the incoming rather than current chair of the ABA House of Delegates.

Motion:	John Rosenberg moved to approve the minutes of the December 16, 2021, with the correction that Kentuckian Gene Vance was the incoming chair of the ABA House of Delegates.
Second:	Robert Johns
Action:	Approved unanimously

Bob Brown asked where Gene Vance practiced. Joshua Crabtree said that he was a member of Stoll Kennon in Lexington and served as Treasurer of the Legal Aid of the Bluegrass board.

Administration: Financial Report for FY 2021

Bob next recognized Rich to give the financial report. Rich began with a walk-through of the end-of-year FY 2021 report in the board package, starting with the cover sheet, as follows:

Profit and Loss Budget Overview FY 2021: anticipated a loss of \$175,438 offset primarily by \$170,000 in advance Public Welfare Foundation funds.

Profit and Loss through December 31: showed a gain of \$13,670 compared to the expected loss of \$175,438—a positive variance of \$189,108 that included \$30,032 in Vanguard brokerage gains.

Balance Sheet as of December 31: showed Total Current Assets of \$712,327, down from \$719,652 on November 30, 2021, but up 1.5% from \$701,774 a year earlier on December 31, 2020.

Income and Expense Charts: 85.06% of spending was payroll. 66.14% of income was from grants.

Rich said that income for the year had come in at 108.66% of budget and expenses at 92.77%, a favorable ratio. He said KEJC had benefited in 2021 from the upturn in the stock market, with over \$30,000 in gains and returns in the Vanguard brokerage account, a story that reversed in the first half of 2022.

Rich said that KEJC had held its own instead of losing ground during 2021. He said it was the first year during which donations had exceeded 10 percent of income.

Administration: Financial Report for Q1 2022

Turning to the FY 2022, Rich recapped the cover sheet for the report as follows:

Profit and Loss Budget Overview FY 2022: anticipated a loss of \$144,463 to be offset primarily by one-time carryover funds.

Profit and Loss through March 31: showed a loss of \$48,258 compared to the expected loss of \$123,778—a positive variance of \$75,521 despite \$8,386 in Vanguard brokerage losses.

Balance Sheet as of March 31: showed Total Current Assets of \$676,433, down from \$712,327 on December 31, 2021, but up 5.27% from \$642,603 on March 31, 2021.

Income and Expense Charts: 82.72% of spending was payroll. 72.26% of income was from grants.

Rich predicted carryover at the end of 2022 at \$567,864. He said that unrestricted funds had held strong at an estimated \$283,248 on March 31.

Rich said that income in the first Quarter was running at 121% of budget, with expenses at 86.9%—another favorable sign, though driven in part by staff vacancies. He estimated that unrestricted funds would last 2.67 months and total reserves 6.37 months if KEJC had to operate on them alone, a good indicator of financial health.

Turning to recent fundraising, Rich said that KEJC now had in hand a new \$100,000 grant from the Families and Workers Fund, to be shared with the four legal services programs and Kentucky Center for Economic Policy. The goal of the grant was to improve equity in unemployment insurance.

Rounding out his report on recent fundraising, Rich noted that multiple grants totaling \$586,600 were in the planning and preparation stage. He said the largest among them were renewal of the Victim of Crime Act (VOCA) grant for Maxwell Street, at over \$200,000 and a \$100,000 partnership proposal to the Protecting Immigrant Families (PIF) campaign.

Rich said Miranda had taken the lead on the PIF grant, drawing together partners including Foundation for Latin American and Latinx Culture and Arts (FLACA), Kentucky Voices for Health, RADIOLEX, and Community Response Coalition of Kentucky.

Administration: Audit Bid For 2021

Bob said that he had directed Rich to seek a bid from current auditor Vickie Richardson to conduct the audit and prepare the IRS 990 for FY 2021.

Administration: KHC Housing Project Update

Bob invited Rich to talk about “the elephant in the room,” a potential multi-million, multi-year grant to deploy American Rescue Plan Act (ARPA) funds to prevent eviction and promote housing stability. Rich said the grant would come from Kentucky Housing Corporation (KHC). He invited Ben to describe discussions with KHC.

Ben said that Adrienne Bush from the Homeless and Housing Coalition of Kentucky knew of his desire to fund a housing attorney at KEJC and set up the initial meeting with KHC staff to explore the idea of using ARPA funds.

Ben said that KHC was open to large scale “transformational” approaches and that the discussions led to a plan to deploy \$7.7 million in ARPA funds over three and a half years. Ben said that KEJC would receive about \$500,000 a year to serve as a hub for the project, with

enough funds to hire a new housing attorney, a dedicated grants manager, and a programmer to create eviction-related apps and systems for the project.

Louisville Legal Aid Society Director Jefferson Coulter said he was preparing contract language and a “statement of work” for KHC with a focus on data reporting and a goal of ensuring that programs could use data systems already in place to deliver required information.

John Rosenberg asked whether any of the grant funds would go to homeless services, including hotel stays. Legal Aid of the Bluegrass Director Josh Crabtree said the current grant was focused on legal help in eviction but that ARPA funds could be used for homeless services.

Ben said that the KEJC housing attorney would focus on impact, systems, and helping people that LSC-funded programs couldn’t help, including undocumented people. Rick Clewett affirmed the importance of helping undocumented people.

Governance: Strategic Plan Volunteers and Implementation

Bob asked Rich to update the group on implementation of elements of the Strategic Plan adopted the previous fall. Rich shared his screen to display the version of the plan that invited people to sign up for implementation subgroups.

Rich said that the General Assembly had absorbed some bandwidth, but implementation was picking up, with activity in the following areas:

Racial Justice DEI: Tyler had held individual conversations with all the volunteers and planned a first meeting in May. The budget for the year contained \$10,000 for training and consultants.

Fundraising Plan: Raaziq had begun crafting a development plan for feedback and participation by a new board fundraising committee to be appointed by Bob.

Back Office: Rich had created and shared with the Executive Committee an inventory and analysis of accounting, compliance, and administrative tasks that showed he spent upwards of 330 a year on them and pointed toward a skilled part-time administrator.

Personnel Policies: Bob said had invited Jacob Taulbee and Lisa Gabbard to serve as members of a newly reconstituted Personnel Committee. He asked for volunteers among program directors. Josh Crabtree volunteered. Rich pointed out that, among staff, Raaziq El-Amin and Michelle Haubner had signed up to participate in the personnel discussions.

Strategy Test: Rich said the reproductive health had emerged as the first potential application of the Strategy Test for new initiatives, with Shannon, Lisa, and Rick stepping forward to participate.

Governance: Board Committees

Bob said that the Executive Committee was fully now formed, with Amanda accepting his appointment to take Neva's place as a program director representative and John Rosenberg, with his consent, moving from "ex officio" participation to fill in Chris' slot. John consented.

Bob said that he would also like to fill out membership on the Nominating Committee. He invited members to consider volunteering. Rich said that KEJC had tried in the past to constitute a Nominating Committee with the Chair plus representation from each segment of the board: Community Members, Client Members, Program Directors, and Staff Reps.

Governance: Governance Tasks 2022

Rich also gave a tally of Community and Client Board members whose two-year terms would end in 2022. Among Community Members, the terms of Lisa Gabbard, John Rosenberg, and Dan Wu would end, as would Client Member terms of Aka Kpla and Tiffany Pyette.

As well, Rich said, Chris Frost's unexpired Community Member term was open, and the bylaws also allowed for a third Client Member.

Rich said he would reach out to members with expiring terms soon to see whether they would like to remain on the board. He said he would report their wishes to Bob and the Executive Committee before the next meeting. He invited members to think about potential new board members for vacant slots.

Governance: Meeting Dates 2022

Bob Brown recapped the remaining meeting dates for the year: July 14, September 23 and December 15.

Big Picture: Legal Services Funding

Legal Aid of the Bluegrass Director Josh Crabtree said that "all the wonderful increases" proposed for civil legal aid had shrunk in final Congressional action to a small increase, in turn moderated by adjustment in the Census-driven funding formula, with two Kentucky programs seeing net increases and two seeing decreases.

Josh said that during the 2002 Session the General Assembly had "flatlined" funding to the programs at the current level, which was below the peak reached several years earlier. He said that proceeds from the filing fee add-on in civil cases also were trending down. Josh noted that Lexington and Louisville and passed through funding to legal aid. All told, he said, the funding picture was good.

John Rosenberg put in a word for private attorneys to participate in ABA Days, an opportunity to lobby Congress for funding. He described meetings with Kentucky Reps. Barr and Guthrie,

including discussion of disaster-related assistance in the wake of the western Kentucky tornados back in December.

John later announced that on May 5, Apple TV+ would air a documentary about on Eric Conn, the eastern Kentucky attorney who had allegedly “fixed” Social Security disability cases and whose activity led to disturbing cutoffs for clients who had nothing to do with his “con.”

Staff Reports

The board heard staff reports on multiple issues and projects. No board action was required in response to the reports. For details, see the Staff Reports on the KEJC Board web page under the April 26, 2022, heading at <https://www.kyequaljustice.org/board-meetings>.

Adjournment

Motion:	John Rosenberg moved to adjourn the meeting.
Second:	Joshua Crabtree
Action:	Approved unanimously

Reported by:

Richard J. Seckel, Director
July 10, 2022

Memorandum

DATE: July 9, 2022

TO: Kentucky Equal Justice Center Board

FROM: Rich Seckel, Director

RE: Financial Report through 2nd Quarter 2022

The following financial reports are attached:

Profit and Loss Budget Overview FY 2022 anticipates a loss of \$144,463 offset primarily by one-time carryover funds.

Profit and Loss through June 30 shows a gain of \$28,392 compared to the expected loss of \$50,241—a positive variance of \$78,633 despite \$31,435 in Vanguard brokerage losses.

Balance Sheet as of June 30 shows Total Current Assets of \$746,420 up from \$676,433 on March 31, 2022, and up 3.64% from \$720,185 on June 30, 2021.

Income and Expense Charts: 84.43% of spending was payroll. 73.19% of income was from grants.

Carryover Prediction

Total Current Assets December 31, 2021	\$712,327
Budgeted loss for the year	-\$144,463
Projected remainder of new grants	\$286,000
Projected Current Assets December 31, 2022	\$853,864

Unrestricted Funds

Audited	12/31/12	\$24,254
Audited	12/31/15	\$93,513
Audited	12/31/18	\$131,221
Audited	12/31/20	\$278,862
Estimated	11/30/21	\$258,654
Estimated	3/31/22	\$283,248
Estimated	6/30/2022	\$259,842

KEJC Unrestricted Fund Balance

June 30, 2022

	Balance
Total Current Assets	746,420.02
Restricted Funds	
BGCF Citizenship	13,816.71
Catholic Diocese of Lexington	1,228.45
CLASP Protecting Immigrant Families	0.00
Community Farm Alliance VH KY	5,780.22
Community Farm Alliance EFA	15,000.00
Elhapa Foundation	
Families and Workers Fund (UI)	100,000.00
Fayette County Bar Foundation	1,184.55
Foundation for a Healthy KY Boots	37,621.56
Health Gains Communications	9,850.29
Health Law Fellowship	19,558.09
Homeless and Housing ERASE	9,160.20
Kentucky Bar Foundation	11,000.00
KCEP Solidarity Giving	31.73
KCEP Safety Net Initiative	10,471.15
KCET Civic Engagement	7,125.58
Louisville Bar Foundation	3,158.49
Mason Fund at Vanguard	123,092.06
MAZON Food Justice	69,025.01
MAZON Rapid Response	318.38
NLIHC OSAH	50,000.00
Paycheck Protection Program	0.00
Public Welfare Foundation	0.00
United Way of the Bluegrass	3,146.52
Total Restricted	490,568.99
Subtotal Unrestricted	255,851.03
Obligated Funds	
Client Trust	3,900.00
Client Funds	1,920.00
Undistributed Attorneys Fees	3,991.00
Total Unrestricted	259,842.03

Kentucky Equal Justice Center

Profit & Loss Budget Overview

January through December 2022

	<u>Jan - Dec 22</u>
Ordinary Income/Expense	
Income	
Grants	719,240.00
In-kind Contributions	20,400.00
Miscellaneous Income	12,000.00
Other Donations	166,800.00
Program Income	180,000.00
Program Services	30,600.00
Total Income	1,129,040.00
Expense	
Audit	4,875.00
Capital Additions	4,500.00
Case Management	6,603.90
Consultants	21,180.00
Contract Labor	16,000.00
Dues	4,570.00
Equipment Rental	3,812.68
Insurance	7,140.00
Library	2,380.00
Litigation expense	4,920.00
Miscellaneous	1,680.00
Office Supplies	9,810.00
Payroll Expenses	1,076,108.28
Postage and Delivery	4,260.00
Printing and Reproduction	6,216.00
Professional Fees	300.00
Rent	50,400.00
Repairs	780.00
Task Forces and Meetings	4,860.00
Telecomm	20,184.00
Travel	23,103.00
Total Expense	1,273,682.86
Net Ordinary Income	-144,642.86
Other Income/Expense	
Other Income	
Interest Income	180.00
Total Other Income	180.00
Net Other Income	180.00
Net Income	-144,462.86

Kentucky Equal Justice Center
Profit & Loss
January through June 2022

	<u>Jan - Jun 22</u>
Ordinary Income/Expense	
Income	
Grants	455,621.16
Other Donations	72,165.25
Program Income	90,000.00
Program Services	4,712.00
Total Income	<u>622,498.41</u>
Expense	
Audit	4,860.00
Case Management	5,420.00
Consultants	18,000.00
Contract Labor	1,750.00
Dues	2,785.73
Equipment Rental	1,552.17
Insurance	7,155.66
Library	1,087.87
Litigation expense	5,723.86
Miscellaneous	320.00
Office Supplies	5,220.55
Payroll Expenses	475,120.47
Postage and Delivery	1,857.75
Printing and Reproduction	2,024.82
Rent	15,000.00
Telecomm	7,842.80
Travel	7,040.04
Total Expense	<u>562,761.72</u>
Net Ordinary Income	<u>59,736.69</u>
Other Income/Expense	
Other Income	
Interest Income	9.80
Other Income	-31,354.46
Total Other Income	<u>-31,344.66</u>
Net Other Income	<u>-31,344.66</u>
Net Income	<u><u>28,392.03</u></u>

Kentucky Equal Justice Center
Profit & Loss Budget vs. Actual
January through June 2022

	Jan - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Grants				
Catholic Diocese of Lexington	4,500.00	4,500.00	0.00	100.0%
CLASP PIF	0.00	15,000.00	-15,000.00	0.0%
Community Farm Alliance EFA	15,000.00			
Families and Workers Fund UI	100,000.00			
Fayette County Bar Foundation	5,000.00	0.00	5,000.00	100.0%
FHKY RHP Boots	50,000.00	50,000.00	0.00	100.0%
HFGC Health Law Fellowship	45,000.00	90,000.00	-45,000.00	50.0%
KCET	0.00	7,000.00	-7,000.00	0.0%
Kentucky Bar Foundation	11,000.00	10,000.00	1,000.00	110.0%
KHC Housing Stability	0.00	29,600.00	-29,600.00	0.0%
LABG Housing	27,525.38	40,000.00	-12,474.62	68.81%
MAZON Food Justice	70,000.00			
MAZON Rapid Response	10,000.00			
NLIHC OSAH	50,000.00			
Restricted	1,457.00	31,500.00	-30,043.00	4.63%
Unrestricted	0.00	8,700.00	-8,700.00	0.0%
VOCA Justice Cabinet	66,138.78	96,320.00	-30,181.22	68.67%
Total Grants	455,621.16	382,620.00	73,001.16	119.08%
In-kind Contributions	0.00	10,200.00	-10,200.00	0.0%
Miscellaneous Income	0.00	6,000.00	-6,000.00	0.0%
Other Donations	72,165.25	83,400.00	-11,234.75	86.53%
Program Income	90,000.00	90,000.00	0.00	100.0%
Program Services	4,712.00	15,300.00	-10,588.00	30.8%
Total Income	622,498.41	587,520.00	34,978.41	105.95%
Expense				
Audit	4,860.00	0.00	4,860.00	100.0%
Capital Additions	0.00	2,250.00	-2,250.00	0.0%
Case Management	5,420.00	6,603.90	-1,183.90	82.07%
Consultants	18,000.00	10,590.00	7,410.00	169.97%
Contract Labor	1,750.00	7,000.00	-5,250.00	25.0%
Dues	2,785.73	2,285.00	500.73	121.91%
Equipment Rental	1,552.17	1,906.34	-354.17	81.42%
Insurance	7,155.66	7,140.00	15.66	100.22%
Library	1,087.87	1,190.00	-102.13	91.42%
Litigation expense	5,723.86	2,460.00	3,263.86	232.68%
Miscellaneous	320.00	840.00	-520.00	38.1%
Office Supplies	5,220.55	4,905.00	315.55	106.43%
Payroll Expenses	475,120.47	535,629.03	-60,508.56	88.7%
Postage and Delivery	1,857.75	2,130.00	-272.25	87.22%
Printing and Reproduction	2,024.82	3,108.00	-1,083.18	65.15%
Professional Fees	0.00	150.00	-150.00	0.0%
Rent	15,000.00	25,200.00	-10,200.00	59.52%
Repairs	0.00	390.00	-390.00	0.0%
Task Forces and Meetings	0.00	2,430.00	-2,430.00	0.0%
Telecomm	7,842.80	10,092.00	-2,249.20	77.71%
Travel	7,040.04	11,551.50	-4,511.46	60.95%
Total Expense	562,761.72	637,850.77	-75,089.05	88.23%
Net Ordinary Income	59,736.69	-50,330.77	110,067.46	-118.69%
Other Income/Expense				
Other Income				
Interest Income	9.80	90.00	-80.20	10.89%
Other Income	-31,354.46			
Total Other Income	-31,344.66	90.00	-31,434.66	-34,827.4%
Net Other Income	-31,344.66	90.00	-31,434.66	-34,827.4%
Net Income	28,392.03	-50,240.77	78,632.80	-56.51%

Kentucky Equal Justice Center

Balance Sheet

As of June 30, 2022

	<u>Jun 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Chase Checking	358,312.87
Chase IOLTA	3,900.00
Chase Savings	100,274.16
Vanguard Brokerage	<u>123,092.06</u>
Total Checking/Savings	585,579.09
Accounts Receivable	
Accounts Receivable	<u>160,840.93</u>
Total Accounts Receivable	<u>160,840.93</u>
Total Current Assets	746,420.02
Other Assets	
Accumulated Depreciation - Comp	-55,860.10
Computer and Phone Equipment	62,096.34
Rental Deposit	<u>715.00</u>
Total Other Assets	<u>6,951.24</u>
TOTAL ASSETS	<u><u>753,371.26</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	<u>4,745.00</u>
Total Accounts Payable	4,745.00
Other Current Liabilities	
Client Trust Funds	5,911.00
Direct Deposit Liabilities	-454.61
Payroll Liabilities	<u>-414.04</u>
Total Other Current Liabilities	<u>5,042.35</u>
Total Current Liabilities	9,787.35
Long Term Liabilities	
Accrued leave	<u>41,681.31</u>
Total Long Term Liabilities	<u>41,681.31</u>
Total Liabilities	51,468.66
Equity	
Opening Bal Equity	52,900.79
Retained Earnings	422,972.42
Temporarily Restricted Net Asse	197,637.36
Net Income	<u>28,392.03</u>
Total Equity	<u>701,902.60</u>
TOTAL LIABILITIES & EQUITY	<u><u>753,371.26</u></u>

Kentucky Equal Justice Center

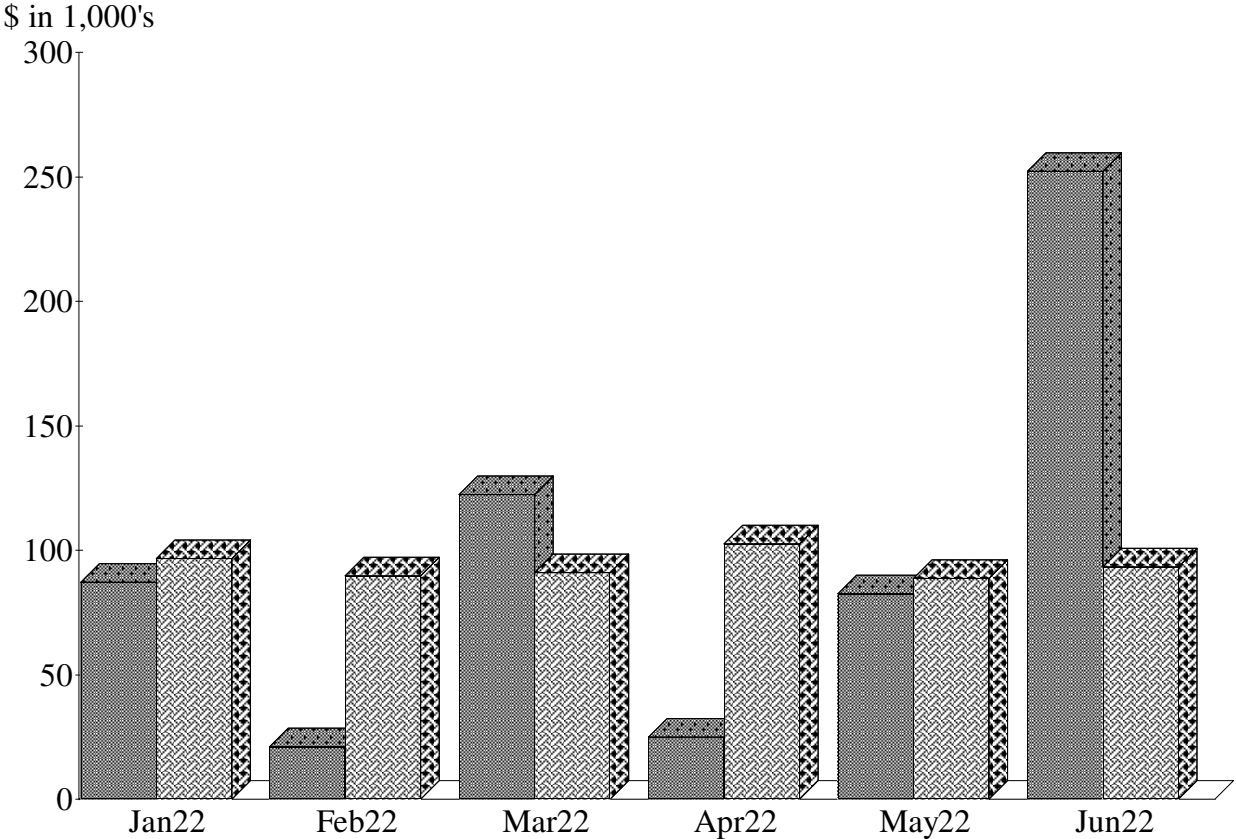
Balance Sheet Prev Year Comparison

As of June 30, 2022

	<u>Jun 30, 22</u>	<u>Jun 30, 21</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
Chase Checking	358,312.87	394,146.25	-35,833.38	-9.09%
Chase IOLTA	3,900.00	3,900.00	0.00	0.0%
Chase Savings	100,274.16	100,254.41	19.75	0.02%
Vanguard Brokerage	123,092.06	138,912.49	-15,820.43	-11.39%
Total Checking/Savings	<u>585,579.09</u>	<u>637,213.15</u>	<u>-51,634.06</u>	<u>-8.1%</u>
Accounts Receivable				
Accounts Receivable	160,840.93	82,971.53	77,869.40	93.85%
Total Accounts Receivable	<u>160,840.93</u>	<u>82,971.53</u>	<u>77,869.40</u>	<u>93.85%</u>
Total Current Assets	<u>746,420.02</u>	<u>720,184.68</u>	<u>26,235.34</u>	<u>3.64%</u>
Other Assets				
Accumulated Depreciation - Comp	-55,860.10	-53,307.98	-2,552.12	-4.79%
Computer and Phone Equipment	62,096.34	60,356.60	1,739.74	2.88%
Rental Deposit	715.00	715.00	0.00	0.0%
Total Other Assets	<u>6,951.24</u>	<u>7,763.62</u>	<u>-812.38</u>	<u>-10.46%</u>
TOTAL ASSETS	<u><u>753,371.26</u></u>	<u><u>727,948.30</u></u>	<u><u>25,422.96</u></u>	<u><u>3.49%</u></u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	4,745.00	-245.00	4,990.00	2,036.74%
Total Accounts Payable	<u>4,745.00</u>	<u>-245.00</u>	<u>4,990.00</u>	<u>2,036.74%</u>
Other Current Liabilities				
Client Trust Funds	5,911.00	5,911.00	0.00	0.0%
Direct Deposit Liabilities	-454.61	172.97	-627.58	-362.83%
Payroll Liabilities	-414.04	-150.54	-263.50	-175.04%
Total Other Current Liabilities	<u>5,042.35</u>	<u>5,933.43</u>	<u>-891.08</u>	<u>-15.02%</u>
Total Current Liabilities	<u>9,787.35</u>	<u>5,688.43</u>	<u>4,098.92</u>	<u>72.06%</u>
Long Term Liabilities				
Accrued leave	41,681.31	41,681.31	0.00	0.0%
Total Long Term Liabilities	<u>41,681.31</u>	<u>41,681.31</u>	<u>0.00</u>	<u>0.0%</u>
Total Liabilities	<u>51,468.66</u>	<u>47,369.74</u>	<u>4,098.92</u>	<u>8.65%</u>
Equity				
Opening Bal Equity	52,900.79	52,900.79	0.00	0.0%
Retained Earnings	422,972.42	409,302.50	13,669.92	3.34%
Temporarily Restricted Net Asse	197,637.36	197,637.36	0.00	0.0%
Net Income	28,392.03	20,737.91	7,654.12	36.91%
Total Equity	<u>701,902.60</u>	<u>680,578.56</u>	<u>21,324.04</u>	<u>3.13%</u>
TOTAL LIABILITIES & EQUITY	<u><u>753,371.26</u></u>	<u><u>727,948.30</u></u>	<u><u>25,422.96</u></u>	<u><u>3.49%</u></u>

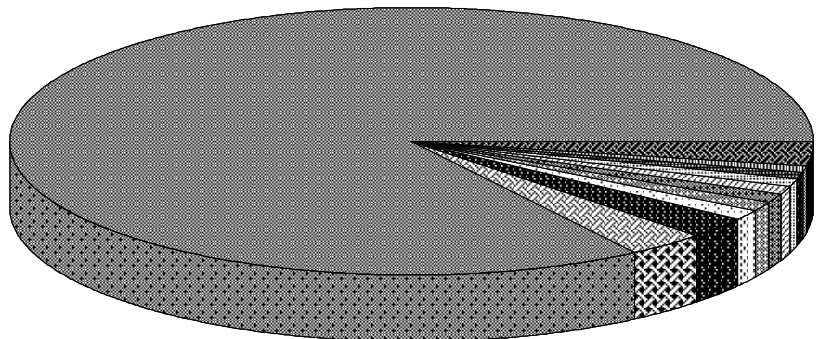
Income and Expense by Month January through June 2022

Income
Expense



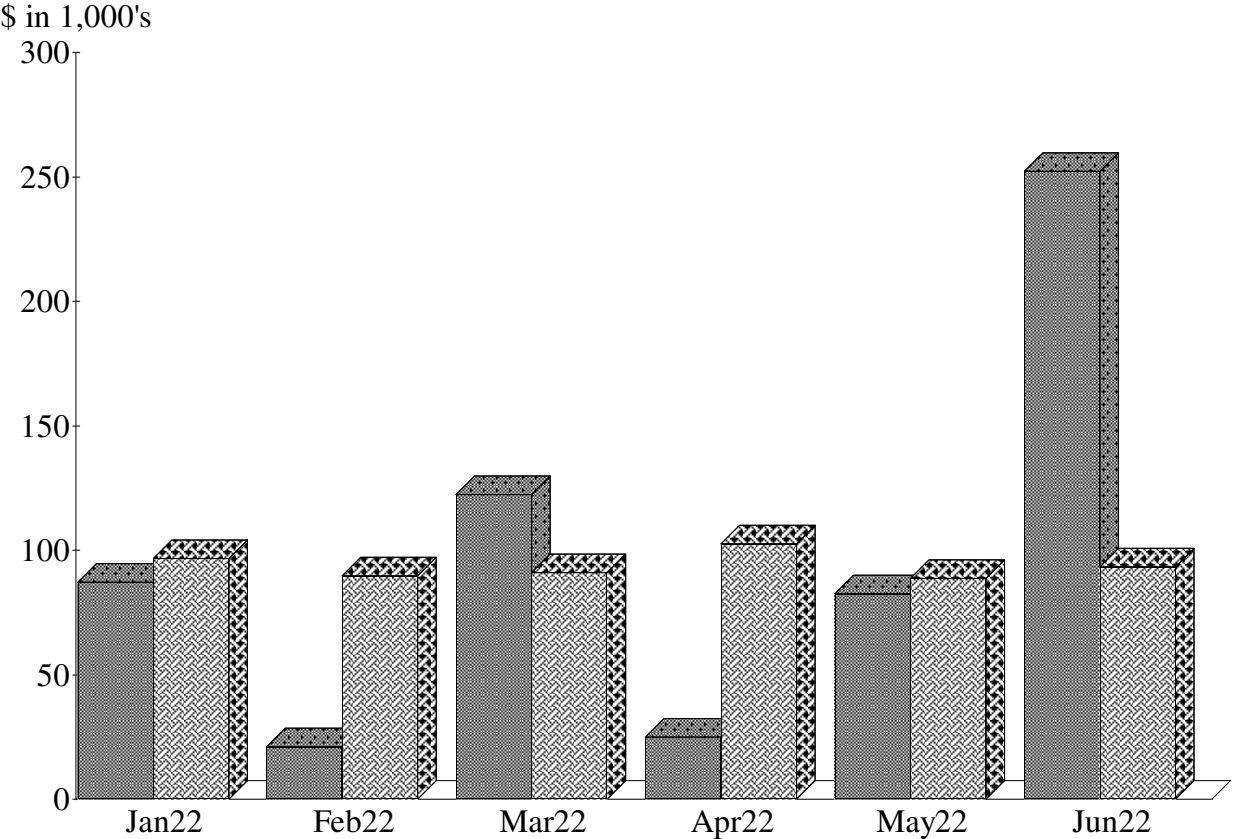
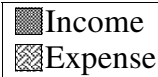
Expense Summary January through June 2022

Payroll Expenses	84.43%
Consultants	3.20
Rent	2.67
Telecomm	1.39
Insurance	1.27
Travel	1.25
Litigation expense	1.02
Case Management	0.96
Office Supplies	0.93
Audit	0.86
Other	2.02
Total	\$562,761.72



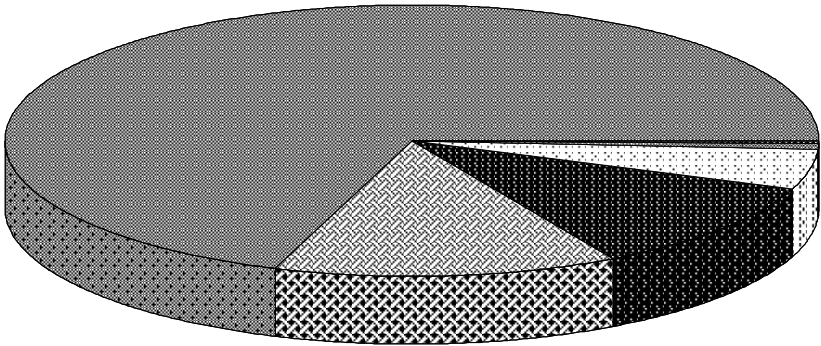
By Account

Income and Expense by Month January through June 2022



Income Summary January through June 2022

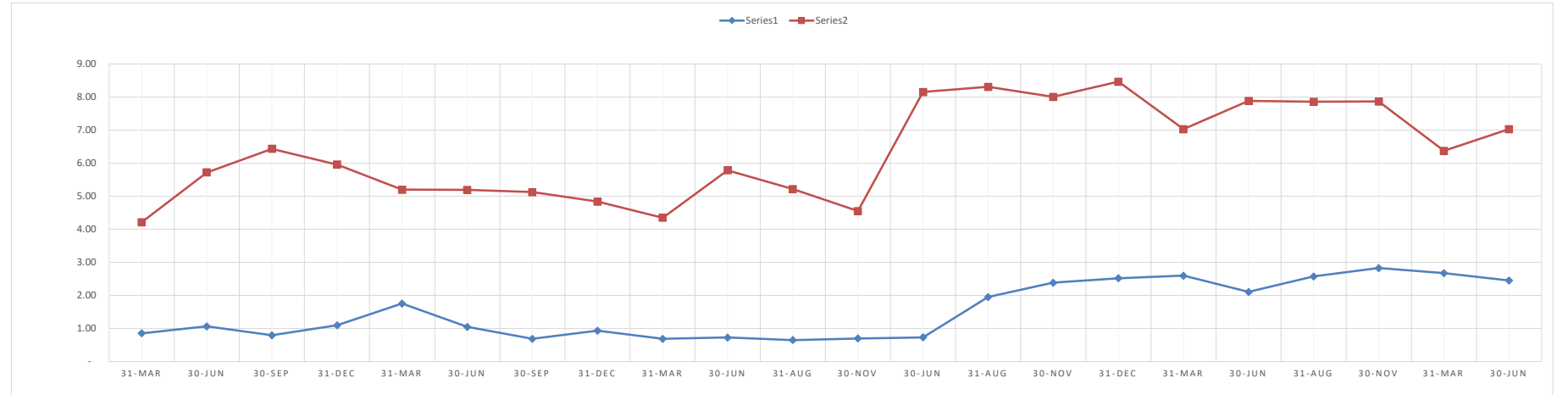
Grants	73.19%
Program Income	14.46
Other Donations	11.59
Other Income	\$-31,354.46
Program Services	0.76
Interest Income	0.01
Sub-Total	\$591,153.75



By Account

Months of Reserves 2017-2022
Restricted and Unrestricted

	2017				2018				2019				2020				2021				2022			
	31-Mar	30-Jun	30-Sep	31-Dec	31-Mar	30-Jun	30-Sep	31-Dec	31-Mar	30-Jun	31-Aug	30-Nov	30-Jun	31-Aug	30-Nov	31-Dec	31-Mar	30-Jun	31-Aug	30-Nov	31-Mar	30-Jun		
Monthly Total Budget	53,141	53,141	53,141	56,012	60,198	60,198	74,973	74,973	74,323	74,323	74,323	74,323	82,920	82,920	82,920	82,920	91,469	91,469	91,469	91,469	106,140	106,140		
Unrestricted Assets	45,384	56,524	42,052	61,278	105,546	63,228	51,291	69,964	51,003	54,011	48,144	51,960	60,600	161,532	197,607	208,885	237,354	192,221	235,197	258,654	283,248	259,842		
Total Current Assets	223,867	304,026	341,756	333,733	313,143	312,638	384,280	362,671	323,395	430,146	387,636	338,245	675,948	688,806	663,816	702,171	643,245	720,827	719,007	719,652	676,433	746,420		
Percent Unrestricted	20.27%	18.59%	12.30%	18.36%	33.71%	20.22%	13.35%	19.29%	15.77%	12.56%	12.42%	15.36%	8.97%	23.45%	29.77%	29.75%	36.90%	26.67%	32.71%	35.94%	41.87%	34.81%		
Months of Unrestricted	0.85	1.06	0.79	1.09	1.75	1.05	0.68	0.93	0.69	0.73	0.65	0.70	0.73	1.95	2.38	2.52	2.59	2.10	2.57	2.83	2.67	2.45		
Months of Total	4.21	5.72	6.43	5.96	5.20	5.19	5.13	4.84	4.35	5.79	5.22	4.55	8.15	8.31	8.01	8.47	7.03	7.88	7.86	7.87	6.37	7.03		



KEJC Recent Fundraising Effort

2021

Source	For	Status	Requested	Awarded	% Awarded
Blue Grass Community Foundation DAF	Immigration	Awarded	16,000	16,000	100%
Catholic Diocese of Lexington	Immigration	Awarded	9,120	9,000	99%
Community Farm Alliance VHK	Food Justice	Sub-granted	30,000	30,000	100%
Families and Workers Fund (KEJC)	Unemployment	Pending	25,000	-	0%
Fayette County Bar Foundation	Immigration	Awarded	7,933	5,000	63%
Foundation for a Healthy Kentucky Boots	Health Outreach	Awarded	50,000	50,000	100%
Francis Hollis Brain Foundation	Immigration Fees	Awarded	5,940	5,000	84%
Good Giving Challenge	General Support	Completed	40,000	38,890	97%
Health Law Fellowship Healthy Kentucky	Health Advocacy	Awarded	45,000	45,000	100%
Health Law Fellowship Interact for Health	Health Fellowship	Awarded	45,000	65,000	144%
Homeless and Housing ERASE	Housing Outreach	Sub-granted	20,000	20,000	100%
KCEP Safety Net Initiative	Public Benefits	Sub-granted	25,000	25,000	100%
Kentucky Bar Foundation	Immigration	Awarded	11,730	11,000	94%
Kentucky Civic Engagement Table	Communications	Awarded	13,550	8,000	59%
Kentucky Gives Day	General Support	Completed	3,600	2,466	68%
LABG Housing Outreach Subgrant	Housing	Implementing	80,000	80,000	100%
Louisville Bar Foundation	Housing	Awarded	11,890	10,000	84%
Louisville Give for Good	General Support	Completed	3,000	3,674	122%
MAZON	Food Justice	Awarded	69,712	65,000	93%
Protecting Immigrant Families	Public Benefits	Awarded	15,000	15,000	100%
The Workers Lab	Workers' Rights	Not awarded	150,000	-	0%
United Way of the Bluegrass I	Immigration	Awarded	24,892	18,000	72%
United Way of the Bluegrass II	Outreach	Not awarded	12,118	-	0%
VOCA	Immigration	Awarded	281,178	192,640	69%
Total 2021			\$995,663	\$714,670	72%
Total 2011-21			\$6,259,570	\$5,724,107	91%

KEJC Recent Fundraising Effort

2022

Source	For	Status	Requested	Awarded	% Awarded
Catholic Diocese of Lexington	Immigration	Pending	12,500	12,500	100%
Center on Budget and Policy Priorities	Food Justice	Awarded	30,000	35,000	117%
Families and Workers Fund (KEJC)	Unemployment	Awarded	100,000	100,000	100%
Foundation for a Healthy Kentucky I	Health Law Fellow	Preparing	45,000	45,000	100%
Foundation for a Healthy Kentucky II	Boots on the Ground	Preparing	50,000	50,000	100%
Interact for Health	Health Law Fellow	Preparing	45,000	45,000	100%
Kentucky Bar Foundation	Immigration	Awarded	11,860	11,000	93%
Kentucky Civic Engagement Table	Civic Engagement	Pending	9,860	-	0%
Kentucky Housing Corporation KEJC	Housing Stability	Awarded	422,000	422,000	100%
Kentucky Gives Day	General Support	Completed	3,600	3,403	95%
MAZON	Food Justice	Reporting	65,000	70,000	108%
National Low Income Housing	Housing	Awarded	50,000	50,000	100%
Protecting Immigrant Families	Public Benefits	Denied	100,000	-	0%
United Way of the Bluegrass	Immigration	Awarded	23,184	15,000	65%
VOCA	General Support	Pending	211,643	-	0%
Total 2022			\$1,179,647	\$858,903	73%

Coming Up

Blue Grass Community Foundation	Immigration Law	Preparing	16,000		0%
Fayette County Bar Foundation	Immigration Law	Preparing	6,000		0%
Give for Good Louisville	General Support	Preparing	3,000		0%
Total			\$1,658,074		\$0

KENTUCKY HOUSING CORPORATION
EMERGENCY RENTAL ASSISTANCE 2
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between **KENTUCKY HOUSING CORPORATION**, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky, 1231 Louisville Road, Frankfort, Kentucky 40601 ("KHC") and **OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., d/b/a KENTUCKY EQUAL JUSTICE CENTER**, a Kentucky non-profit corporation, whose address is 201 W. Short Street, Suite 310, Lexington, Kentucky 40507 ("Subrecipient").

RECITALS

- A. The Emergency Rental Assistance program ("ERA1") was established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) ("ERA1 Statute"), and the Emergency Rental Assistance program ("ERA2") was established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("ERA2 Statute").
- B. Pursuant to ERA2, the United States Department of the Treasury ("U.S. Treasury") has allocated \$232,652,925.20 to the Commonwealth of Kentucky for purposes of providing emergency rental assistance, and the Kentucky Finance and Administration Cabinet has subgranted to KHC \$229,852,925.20 ("KHC ERA2 Allocation") through that certain Memorandum of Agreement dated December 17, 2021, as modified by that Modification 1 dated on or about May 3, 2022 and that certain renewal thereof dated on or about May 16, 2022.
- C. Per Question and Answer #21 of the U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions, Revised August 25, 2021 ("FAQ v.8.25.2021"), KHC is permitted to make subawards of the ERA2 funds allocated to KHC to other entities, including non-profit organizations and local governments, to administer the ERA2 program on behalf of KHC.
- D. KHC is willing to subaward a portion of the KHC ERA2 Allocation to Subrecipient under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. **Subaward Amount.** Subject to the terms of this Agreement, KHC hereby agrees to make available **Two Million Fifty Thousand and 00/100 Dollars (\$2,050,000.00)** of ERA2 funds to Subrecipient. Any such funds made available to Subrecipient shall be referred to in this Agreement as "Subaward Funds."
- 2. **Term.** Subject to the terms and conditions of this Agreement, the term of this Agreement begins July 1, 2022 and, unless renewed for additional time by the parties, shall terminate

on June 30, 2023, provided any ongoing obligations not yet complete by Subrecipient by the termination date shall continue until fulfilled.

3. **Federal Award Identification.** In accordance with 2 CFR 200.332(a)(1), Exhibit A attached hereto provides the best federal award identification information available with respect to this subaward.
4. **Compliance with Program Requirements.** Subrecipient understands that the Subaward Funds are subject to certain requirements imposed by KHC, the Kentucky Finance and Administration Cabinet, the U.S. Treasury, and other applicable laws, regulations, rules, and guidance, which may be updated, revised, amended, or supplemented from time to time (“Program Requirements”). For clarity, the Award Terms and Conditions imposed by the U.S. Treasury in connection with the ERA2 award to the Commonwealth of Kentucky are part of the Program Requirements and are attached hereto as Exhibit B. Subrecipient acknowledges the Exhibit B Award Terms and Conditions, agrees to comply with them to the extent applicable to a subrecipient, and agrees to cooperate with KHC and the Commonwealth of Kentucky to the extent necessary for either of the two entities to comply with them.

Subrecipient also acknowledges that FAQs and reporting guidance documents issued by Treasury are included as part of the Program Requirements, until superseded. Additionally, Subrecipient acknowledges that KHC may provide updates to Program Requirements through changes to the KHC data reporting system or through KHC e-Grants notifications.

Subrecipient agrees to abide by all Program Requirements. In the event of a conflict between Program Requirements, the more stringent requirement shall apply. Subrecipient shall be liable for any and all misappropriation of funds, audit exceptions by KHC or state or federal agencies, and violations of the terms of this Agreement. The requirements of this section shall survive any termination or expiration of this Agreement.

5. **Use of Subaward Funds.** Subrecipient shall expend Subaward Funds only on the eligible activities described in Exhibit C to this Agreement and in compliance with Program Requirements. Subrecipient shall subgrant Subaward Funds in the amounts indicated on Exhibit C to the legal services providers listed therein. Subrecipient shall not reallocate funds amongst itself and/or its subgrantees without KHC’s prior written permission. Subrecipient and its subgrantees may utilize the amount of the Subaward Funds designated for administrative costs in Exhibit C towards such costs as permitted in the Program Requirements. In the event that any Subrecipient administrative costs (or those of its subgrantees) are disallowed, as determined by a final and non-appealable decision from the U.S. Treasury and/or its Inspector General, Subrecipient shall immediately return amounts equal to the disallowed costs to KHC, along with an accounting of the returned amounts. Subrecipient shall be responsible for ensuring its subgrantees are compliant with all Program Requirements and the requirements of this Agreement and shall be liable for any subgrantee noncompliance. Subrecipient’s

subgrantees shall acknowledge the representations and warranties as well as the rights and obligations of the parties set forth in this Agreement, all of which shall extend to the subgrantees where applicable, in KHC's discretion, for purposes of KHC's proper and lawful administration of the Subaward Funds.

6. **Commitment Obligations and Recapture.** KHC reserves the right to reduce or recapture the amount of Subaward Funds provided under this Agreement if:
- a. Subrecipient fails to conform to any provision in this Agreement;
 - b. The actual costs of financial assistance, housing stability services, and/or administrative expenses to be funded by Subrecipient are lower than estimated;
 - c. The KHC ERA2 Allocation is reduced from the anticipated amounts; or
 - d. Upon occurrence of any event of default described in this Agreement.

Additionally, KHC reserves the right to reallocate funds at any time based on expenditure rates.

7. **Documentation Requirements.** Subrecipient must comply with the documentation requirements of the Program Requirements. Subrecipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by KHC.

KHC, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents.

Except when explicitly waived by KHC, all applications for assistance must include an attestation from the applicant that all information included is correct and complete. Subrecipients must have controls in place to ensure compliance with Program Requirements and to prevent fraud.

8. **Data Collection and Reporting Requirements.** KHC has or will set up a data reporting system in connection with ERA2. Subrecipient shall collect and report such data and provide such documentation to KHC as required by the reporting system promptly. KHC reserves the right to edit the data collection and documentation requirements during the term of this Agreement and may do so by providing notice to the Subrecipient through KHC e-Grams, written notice, or through prompts or updates to the reporting system. The requirements of this section shall survive any termination or expiration of this Agreement.
9. **Draws of Funds – Process and Timing.** Subaward Funds may be requested on a weekly basis but must be requested at least every 30 days. Subrecipient may request an advance

of funds equal to the amount Subrecipient reasonably views as necessary to deliver assistance to applicants in the immediate future; provided however, the amount of advances held by Subrecipient at any one time may not exceed 10% of the total award stated in Section 1. The decision of whether to advance funds shall be made in KHC's sole discretion. Subrecipient shall maintain any advances in a separate account that is not commingled with other funds. KHC reserves the right to require return of advances held by Subrecipient that KHC determines, in its sole discretion, are not needed for use in the immediate future. Any and all advances shall be utilized only as permitted under the terms of this Agreement, and any funds not used shall ultimately be returned to KHC.

10. **KHC Monitoring and Audit Rights.** KHC shall have the right to monitor Subrecipient's compliance with Program Requirements, as well as all applicable federal and state legal requirements by whatever means KHC deems appropriate. KHC reserves the right to conduct a compliance review at any time during the term of this Agreement or afterward to the extent necessary in KHC's discretion. This review may cover items such as, but not limited to, financial statements, recordkeeping, files, and adherence to Program Requirements. Subrecipient shall make files and documents available to KHC for inspection promptly upon KHC's request, without unreasonable delay. As a result of any monitoring activities or investigations by KHC, KHC may elect to recapture unused Subaward Funds, cease disbursement of Subaward Funds, require repayment by Subrecipient of improperly used Subaward Funds, and/or take other actions KHC deems appropriate. All payments to the Subrecipient by KHC are subject to site review and audit as prescribed and carried out by KHC. Any over payment under this Agreement shall be returned to KHC within thirty days after written notification to Subrecipient. The terms of this section shall survive any termination or expiration of this Agreement.
11. **Privacy Protection.** Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Agreement. As of the date of this agreement, in accordance with the Emergency Rental Assistance Program Reporting Guidance, version 3.2, dated March 29, 2022, such policy must satisfy the requirements of 501(g)(4) of the ERA1 Statute. KHC shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be limited to whether such policy complies with KHC's requirements. In no event may any statement by KHC be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government or court. Nor may any statement by KHC be used by Subrecipient, without KHC's prior written consent, for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices. This Privacy Protection clause shall survive this Agreement and the Subrecipient shall continue to protect all such non-public personal information after the termination or expiration of this Agreement.
12. **Data Breach.** In the event of a data breach, Subrecipient will notify KHC in the most expedient manner possible, and without unreasonable delay but in no event later than seventy-two (72) hours from the determination of a security breach relating to the data in Subrecipient's possession. Subrecipient agrees to comply with all provisions of KRS

61.932, including that Subrecipient shall implement, maintain, and update security and breach investigation procedures which are appropriate to the nature of the information disclosed, at least as stringent as the security and breach investigations procedures and practices in KRS 61.932(1), and reasonably designed to protect the data from unauthorized access, use, modification, disclosure, manipulation or destruction. In the event of Subrecipient committing an unauthorized disclosure of data listed in KRS 61.932(6)(a) through (f), Subrecipient shall provide to KHC a copy of any and all reports and investigations relating to such investigations or notifications that are required by federal law or regulation. The terms of this section shall survive any termination or expiration of this Agreement.

13. **Conflict of Interest.** Subrecipient must maintain a written conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), which conflict of interest policy shall be applicable to each activity funded under this subaward. Subrecipient must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. No person, employee, agent, consultant, officer, or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with Subaward Funds or who is in a position to participate in a decision-making process or to gain inside information with regard to those activities, may obtain a financial interest or benefit from Subaward Funds, or have an interest in any contract or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Upon written request to KHC, KHC may grant an exception to the provisions of this Section on a case-by-case basis when it determines that the exception will serve to further the purposes of the Subaward Funds. Subrecipient must provide a copy of its written conflict of interest policy upon KHC's request. Notwithstanding the foregoing, upon prior written approval from KHC, Subrecipient may provide assistance to households for which the Subrecipient is the landlord, provided that the Subrecipient complies with all Program Requirements and no preferences, other than any prioritization outlined in the Program Requirements, are given to households that reside in Subrecipient's properties.
14. **Cessation of Operation and Termination of Agreement.** Upon expiration or termination of this Agreement, or if Subrecipient fails to utilize any Subaward Funds for financial assistance or housing stability services, as permitted in Exhibit C, (that is, use of funds not including Administrative purposes) for thirty (30) days or more, Subrecipient shall return to KHC any Subaward Funds on hand and any accounts receivable and goods which are attributable to the use of Subaward Funds. Subrecipient shall also take such further actions and execute and deliver any documents as KHC, in its sole discretion, may deem necessary to satisfy Subrecipient's remaining obligations under this Agreement.
15. **Termination of Agreement.** This Agreement may be terminated by either party in accordance with the provisions of 2 C.F.R. § 200.340. This Agreement may also be terminated by KHC without cause upon sixty (60) days' notice to Subrecipient. In either

event, all of Subrecipient's obligations and responsibilities under this Agreement shall survive such termination

16. Representations and Warranties.

- a. Uniform Guidance Appendix II. Subrecipient agrees to comply with all applicable provisions of 2 CFR Part 200, Appendix II.
- b. Duly Organized. Subrecipient represents, warrants and certifies that it is duly organized and validly existing under the laws of the Commonwealth of Kentucky and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all federal and state laws and regulations and KHC program guidelines and criteria. A resolution, motion, or ordinance has been duly adopted, passed or enacted as an official act of the Subrecipient, authorizing the execution and delivery of this Agreement by Subrecipient and authorizing and directing the person executing this Agreement to do so for and on behalf of Subrecipient; said acts being done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of Subrecipient.
- c. No Legal Proceedings. Subrecipient represents, warrants and certifies that there is no action, proceeding or investigation now pending or threatened, nor any basis known or believed by Subrecipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities or conditions (financial or otherwise) of Subrecipient which would materially and substantially impair Subrecipient's ability to perform any of the obligations imposed upon Subrecipient by this Agreement.
- d. Application True and Complete. Subrecipient represents, warrants and certifies that the representations, statements and other matters contained in Subrecipient's application to KHC, if any, ("Application") were true and complete in all material respects as of the date of filing, and there has been no material adverse change in such Application between the date of filing and this Agreement. Subrecipient is aware of no material event or other material fact that has been improperly omitted or overlooked in the Application and amendments filed with and accepted by KHC.
- e. Duly Authorized Activity. Insofar as the capacity of Subrecipient to carry out any obligation under this Agreement is concerned (i) Subrecipient is not in material violation of its corporate, partnership or other organizational documents, whichever may be applicable, any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation; and (ii) the execution and performance of this Agreement will not result in any such violation.
- f. Lobbying. Subrecipient represents, warrants and certifies the following:
 - i. **No Federal Funds.** No federally-appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with the awarding of any cooperative agreement; and the extension, continuation,

- renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- ii. **Other Funds.** If any funds other than federally-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 any employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement as a result of this Agreement, Subrecipient must complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instruction.
- g. Debarment, Suspension, Conviction, Indictment. To the best of its knowledge and belief after reasonable investigation, Subrecipient and/or its principal(s):
- i. **Present Eligibility.** Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction under this Agreement by any federal, state or local department or agency;
 - ii. **No Convictions or Judgments for Fraud.** Have not, within the three (3)-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it/them for commission of fraud or a civil offense in connection with obtaining, attempting, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. **No Present Indictment.** Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Section (b) above;
 - iv. **No Terminations.** Have not, within the three (3)-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
 - v. **KHC Suspension and Debarment Policy.** Have not been suspended or debarred in accordance with KHC’s Suspension and Debarment Policy.
- h. Warranty as to Information. To the extent Subrecipient’s award of Subaward Funds has been based upon information received from Subrecipient, Subrecipient warrants that the financial and other information furnished by Subrecipient to KHC was, at the time of application, and continues to be, true and accurate.
- i. Fair Housing. Subrecipient does not have any Fair Housing Discrimination complaints pending against it. Should any Fair Housing Discrimination complaint be lodged against it during the term of this Agreement, Subrecipient shall immediately notify KHC in writing of the occurrence.
 - j. Limited English Proficiency. Subrecipient has taken reasonable steps to ensure meaningful access by limited English proficiency (“LEP”) individuals to all housing services funded pursuant to this Agreement. LEP individuals are those persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. Subrecipient recognizes that Title VI of the Civil Rights Act of 1964 requires that all recipients of federal

financial assistance from HUD provide such meaningful access to LEP individuals. Subrecipient has reviewed and followed the LEP requirements provided in Executive Order 13166. Upon request, Subrecipient shall provide to KHC a copy of its Language Assistance Plan (“LAP”).

- k. Drug Free Workplace. Subrecipient has and will continue to provide a drug-free workplace by:
 - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - ii. Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace
 - (b) The Subrecipient’s policy of maintaining a drug-free workplace
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement;
 - (b) Notify the Subrecipient in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - v. Notifying KHC in writing, within ten calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; and
 - vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

17. **Single Audit Requirement.** Subrecipient shall comply with the Single Audit Act (31 USC § 7501 et seq.), as amended, and its implementing regulation at 2 CFR Part 200, Subpart F, by preparing an audit for any year in which Subrecipient expends federal awards of at least \$750,000 (or other amount specified by Director of the Office of Management and Budget). If such audit contains findings, Subrecipient shall provide a copy of the audit, together with any comments and plans for correction, to KHC's Housing Contract Administration Department. If such audit contains no findings, Subrecipient is not required to submit a copy to KHC, provided, however, that upon request, Subrecipient shall provide a copy of any and all audits performed during the term of this Agreement to KHC, the Commonwealth of Kentucky, U.S. Treasury, or any designee(s) thereof. Subrecipient shall also comply with 2 CFR Part 200, the OMB Circular Compliance Supplement, and Government auditing standards. Subrecipient assumes full responsibility for compliance with this paragraph. The terms of this section shall survive any termination or expiration of this Agreement.
18. **Civil Rights Compliance.** In addition to the applicable laws and regulations outlined in the U.S. Treasury Award Terms and Conditions attached hereto as Exhibit B, Subrecipient acknowledges that, unless exempted, recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) 42 U.S.C. §§ 2000d et seq., and Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, Emergency Rental Assistance Program Reporting Guidance 42 as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§1681 et seq., and the Department's implementing regulations, 31 CFR Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and Treasury's implementing regulations at 31 CFR Part 23. In order to carry out its enforcement responsibilities, under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR Part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR Part 42, provide for the collection of data and information from recipients (see 28 CFR § 42.406). Treasury will request recipients to submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. Subrecipient agrees to comply with all such applicable laws and regulations.

19. **Event of Default**. Subrecipient shall be in default on the happening of any one or more of the following events or conditions (individually an “Event of Default”):

- a. Subrecipient fails to execute and return this Agreement by July 30, 2022.
- b. Subrecipient does not diligently pursue the purpose for which Grant Funds have been awarded;
- c. Subrecipient fails to maintain an acceptable financial management system as required by this Agreement or any of the regulations cited herein;
- d. Subrecipient fails to observe or perform any other term, covenant or condition contained in this Agreement or uses Subaward Funds for any purpose other than as authorized in this Agreement, and such breach or failure continues after the expiration of any applicable cure period as described herein;
- e. Subrecipient is unable to expend all Grant Funds by June 30, 2023;
- f. any information submitted by Subrecipient, upon which KHC relied in its decision to grant funds to Subrecipient, proves to be untrue or incorrect in any material respect;
- g. KHC determines in its sole discretion that it would be inadvisable to disburse Subaward Funds to Subrecipient because of a material and adverse change in Subrecipient’s condition;
- h. Subrecipient does not participate fully in KHC’s data reporting system;
- i. Subrecipient fails to submit reports or submits inadequate reports, technical submissions, and other administrative items or fails to submit such items within established deadlines, or fails to maintain a financial management system acceptable under the terms of this Agreement or any applicable federal statutes and regulations;
- j. Subrecipient fails to achieve applicable outcome goals as determined by performance measures established by KHC;
- k. Subrecipient
 - i. enters into dissolution or otherwise begins proceedings to terminate its existence;
 - ii. merges or consolidates with any other entity;
 - iii. changes control in Subrecipient or any of its partners, shareholders, members or owners without KHC’s prior written consent;
 - iv. becomes insolvent;
 - v. forfeits the right to do business or business failure;
 - vi. abandons the work covered by this Agreement for more than thirty (30) days;
 - vii. appoints a receiver of any part of the property of Subrecipient;
 - viii. calls any meeting of creditors or assigns for the benefit of creditors of the Subrecipient; or
 - ix. commences any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient, and such proceedings are not dismissed within sixty (60) calendar days; or
- l. Any judgment is entered against Subrecipient, or any writ of attachment is issued against any property of Subrecipient, for any amount which is entered and is not paid, stayed on appeal, discharged, bonded or dismissed within sixty (60) calendar

days after the entering of such judgment or filing of such attachment, except any judgment or attachment resulting from a liability that is fully payable from the proceeds of any insurance policy maintained by the Subrecipient.

20. **Indemnification.** Subrecipient agrees to defend, indemnify, and hold harmless KHC against any and all liability, claims, demands, actions, cause of actions, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from any act or omission by Subrecipient with respect to use of the Subaward Funds. Subrecipient's failure to be informed of any requirement Program Requirements shall be considered negligence. KHC may choose its own legal counsel and Subrecipient shall pay all costs and expenses therefore. The foregoing includes any event in which the U.S. Treasury disallows any use of Subaward Funds made by Subrecipient. The terms of this section shall survive any termination or expiration of this Agreement.
21. **KHC e-Grams.** Subrecipient is responsible for receiving and disseminating information contained in all KHC e-Grams, via which pertinent information is disseminated. KHC shall not be liable for any professional or financial losses incurred by Subrecipient due to Subrecipient having failed to read or receive KHC e-Grams.
22. **KHC's Rights Cumulative.** The rights and remedies of KHC under this Agreement shall be deemed to be cumulative and shall be in addition to all the rights afforded KHC in law or equity. Any election of any right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to KHC in the event of a suspension or termination of this Agreement will survive such suspension or termination.
23. **Governing Law.** This Agreement will be governed by and enforced in accordance with the laws of the Commonwealth of Kentucky, unless otherwise preempted by Federal law.
24. **Assignment.** Subrecipient may not assign its rights or obligations hereunder without the prior written consent of KHC.
25. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
26. **Jurisdiction; Venue; Service of Process; WAIVER OF JURY TRIAL.** Any proceeding arising out of or relating to this Agreement or any contemplated transaction shall be brought in the courts of the Commonwealth of Kentucky, County of Franklin, or, in the United States District Court in Frankfort, Kentucky. Each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this

Agreement or any transaction contemplated hereby in any other court. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

To indicate the acceptance of the terms of this Agreement, the parties have executed this Agreement as of the date(s) written below.

KENTUCKY HOUSING CORPORATION

**OFFICE OF KENTUCKY LEGAL
SERVICES PROGRAMS, INC., d/b/a
KENTUCKY EQUAL JUSTICE
CENTER**

BY: _____
Signature

BY: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A

1. Federal Award Identification
 - 21.023: Emergency Rental Assistance Program
2. Federal Awarding Agency
 - U.S. Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
3. Subrecipient Information
 - Office of Kentucky Legal Services Programs, Inc., d/b/a Kentucky Equal Justice Center
201 W. Short Street, Suite 310
Lexington, Kentucky 40507
4. Subrecipient Contact
 - Ben Carter
859-233-3057
ben@kyequaljustice.org
5. Subrecipient's unique entity identifier;
 - LM4PY7ZYZG31
6. Federal Award Identification Number (FAIN)
 - FAIN ERA0025
7. Federal Award Date (Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency)
 - May 10, 2021
8. Subaward Period of Performance Start and End Date
 - Start July 1, 2022
 - End June 30, 2023
9. Subaward Budget Period Start and End Date
 - Start July 1, 2022
 - End June 30, 2023
10. Amount of Federal Funds Obligated by this action to the subrecipient by the pass-through entity;
 - \$2,050,000
11. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity (including this action)
 - \$2,050,000
12. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
 - \$2,050,000
13. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

- Kentucky Housing Corporation (“KHC”) is to continue its administration of the Healthy at Home Eviction Relief Fund (“HHERF”) Program Funds. Except for households living within the boundaries of an eligible local government that has chosen to administer its own Emergency Rental Assistance Program, the HHERF will help Kentuckians who need relief for rent, rental arrears, utility and home energy costs and arrears, and expenses related to housing stability. KHC may subgrant funds to such jurisdictions in the event the U.S. Department of Treasury does not permit voluntary reallocation to such jurisdictions. The HH-ERF will also provide landlords with timely and substantial payments for back rent, to reduce the volume of eviction cases in Kentucky courts. KHC will dispense funds through the HH-ERF by reviewing applications, determining eligibility, and dispensing funds to eligible recipients in accordance with the American Rescue Plan Act of 2021, guidance from the U.S. Treasury, and the HH-ERF Program. KHC will also utilize awarded funds to aid eligible Kentuckians with housing stability services and assistance, legal assistance, and other qualified assistance. KHC may also establish subrecipient agreements to assist with disbursement of funds in accordance with the American Rescue Plan Act of 2021. Awards to subrecipient shall be to assist in some or all of such activities.
14. Assistance Listings Number and Title is 21.023; The Emergency Rental Assistance Program.
15. Identification of whether the award is R&D
- The award does not involve R&D.
16. Indirect cost rate for the Federal award (including if the de minimis rate is charged)
- N/A

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
AWARD TERMS AND CONDITIONS

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

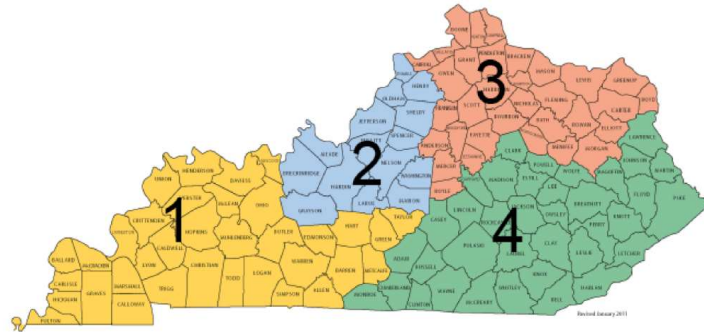
- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ERA2 for Legal Services for At-Risk Tenants

		Total Grant		Assistance to Tenants	Total	Est. # of Months
Partner	Service Area	Admin	Services			
Total ERA2 Allocated by KHC:		\$200,000	\$1,850,000	\$0	\$2,050,000	12
KY Equal Justice Center	Statewide	\$52,000	\$370,000	\$0	\$422,000	12
1. Kentucky Legal Aid	West-Central	\$32,456	\$324,564	\$0	\$357,020	12
2. Legal Aid Society	Louisville Region	\$31,554	\$315,536	\$0	\$347,090	12
3. Legal Aid of the Bluegrass	N. KY & Lexington	\$39,856	\$398,564	\$0	\$438,420	12
4. AppalRed	East-Southern	\$44,134	\$441,336	\$0	\$485,470	12
Total		\$200,000	\$1,850,000	\$0	\$2,050,000	
		\$0	\$0	\$0		



Region 1 - Kentucky Legal Aid - (270) 782-1924 - <https://www.klaid.org/>

Region 2 - Legal Aid Society - (502) 584-1254 - <https://yourlegalaid.org/>

Region 3 - Legal Aid of the Bluegrass - (859) 431-8200 - <https://lablaw.org/>

Region 4 - AppalRed - (866) 277-5733 - <https://www.ardfky.org/>

Administrative Support Professional

Kentucky Equal Justice Center seeks an experienced professional to aid us part-time with a range of essential “back office” financial, administrative and compliance tasks. The job includes an opportunity to develop, implement, and refine systems and protocols that support staff time for advocacy.

Duties

The ideal candidate will be able with a high degree of independence to manage:

Bookkeeping, payroll, and reporting tasks

- Manage bill payment and prepare documentation for timely review, payment, and filing
- Create invoices for grantors and other funders, including preparation of bills based on staff time
- Prepare deposits
- Gather, organize, and file staff timesheets; keep track of leave hours
- Prepare both full-time and part-time payroll for review and submission
- Ensure accurate and timely payment of payroll liabilities
- Track main office inventory and order office supplies when necessary
- Update our inventory of depreciable equipment
- Assist with payroll compliance, including preparation of 1099s and W-2s
- Help compile materials for our annual audit
- Implement, monitor and improve internal controls
- Help produce budgets, budget reports and outcomes data for grant reports
- Maintain files for insurance policies and contracts
- Assist with procurement of new equipment and office systems

Office Administration and Systems

- Help document, implement, and improve financial and administrative procedures, including implementation of “paperless office” approaches
- Communicate with staff about administrative processes
- Assist the director with scheduling of board and staff meetings
- Help our Resource Organizer maintain and update donor and contact lists
- Assist with special projects
- When in the office, help answer the phone, relay messages, and transfer calls as needed

Qualifications, Skills and Competencies

The ideal candidate will bring to the job:

- A degree in accounting, business, public administration or similar field
- At least one year’s experience in nonprofit administration or bookkeeping
- Experience with grants management, allocation, and reporting
- Experience and facility with Microsoft Office, QuickBooks desktop and G-Suite
- Experience with timekeeping software
- Interest in and ability to develop administrative systems and protocols
- A collaborative spirit, focused on freeing up advocates’ time for advocacy

- Support for our mission, including racial justice, diversity, equity, and inclusion

Location

KEJC's main office is in downtown Lexington. Work from home is permitted but some tasks will require presence at the office several hours once a week. Flexible hours.

Supervision

The Administrative Support Professional will meet with the director at least once a week to plan and review tasks and projects and coordinate implementation as needed.

Part-Time Salary and Benefits

Hourly salary \$18.75 to \$33.70 an hour DOE, 8 to 12 hours a week. Annual leave and sick leave accumulate hourly. Other fringe benefits not included. Note that we will also consider proposals from firms and professionals who qualify as independent contractors.

Starting Date

August 1, 2022, or as soon as possible.

Application Deadline

July 29, 2022. Open until filled. We will interview promising candidates on a rolling basis.

How to Apply

Send a cover letter, resume, and list of three references by email to:

Richard J. Seckel, Director
Kentucky Equal Justice Center
richseckel@kyequaljustice.org

References should include email address and phone number.

For more information

Contact Richard Seckel, Director, Kentucky Equal Justice Center, 201 West Short Street, Suite 310, Lexington, KY, 40507. Email: richseckel@kyequaljustice.org. Phone: 859-233-3057.

Diversity Statement

KEJC encourages your application. Employees shall be selected entirely on a nondiscriminatory basis with respect to age, ancestry, disability, ethnicity, familial status, gender, gender identity, limited English proficiency, national origin, political affiliation, race, religion, sexual orientation, veteran status and all other categories provided nondiscriminatory treatment by law.

About Us

Kentucky Equal Justice Center was formed in 1976 to work with all of Kentucky's civil legal services programs on statewide issues and projects. Today we are a flexible and responsive public interest advocacy organization with a wide variety of community partners. We convene periodic statewide task

forces in four areas of poverty law—Consumer and Housing, Family, Public Benefits and Workers’ Rights—and provide immigration law services through Maxwell Street Legal Clinic in Lexington. Our work includes policy advocacy in all these areas.

DRAFT

Kentucky Equal Justice Center

Strategic Plan

ADOPTED: September 24, 2021

Mission: To promote equal justice for all residents of the Commonwealth.

Vision: All Kentuckians have equal access to justice and opportunity to thrive.

Strategic Initiatives

Unless otherwise stated below, the role of the ED will be to elicit volunteers from among staff and board and designate Owners of the task or project from among them.

1. **Programs and Services:** Intention will be to focus on services that fill voids and increase justice for all.

- A. **Develop annually and continuously refine plans** for multi-function advocacy and services, including outreach, brief services, individual representation, policy advocacy, impact litigation, communications and state support functions for legal aid programs. Explore community-based lawyering and community organizing and empowerment strategies through staffing or partnerships.

Volunteers: Ben Carter, Shannon Rempe, Miranda Brown

Owner:	Designated Project Staff
Completion target:	July 2022 and annually as needed for funders
Success measured by:	Satisfaction will collaborative engagement, client and participant empowerment metrics

- B. **Plan to deepen relationships with communities, community partners** and legal aid programs **that in turn inform growing relationships with legislators and policy makers** to empower communities to be their own advocates. Could include Policy Director position and support staff.

Volunteers: Ben Carter, Rick Clewett, Shannon Rempe, Tyler Offerman

Owner:	Designated Project Staff
Completion target:	Annual pre- and post-Session planning
Success measured by:	Outcomes on policy issues

- C. **Develop a Language Justice Plan** merging poverty law and Maxwell Street Law Clinic policy and practice. Plans and activities could include translating website, sharing intake protocols and staff, and cross organizational training.

Volunteers: Miranda Brown, Lizz Perkins

Owner:	Designated Project Staff
Completion Date:	July 2022 plus annual cycle of activity
Success measured by:	Organization-wide Revised Plan adopted

2. **Develop a Racial Justice, Diversity, Equity and Inclusion framework** for all aspects of KEJC governance, management, advocacy, and operations, including a plan for self-assessment, staff and board recruitment and training, and continuous improvement.

Volunteers: Tiffany Pyette, Dan Wu, Shannon Rempe, Tyler Offerman, Raaziq El-Amin

Owner:	New committee of staff and board
Key Dates:	December 2021 form committee to create framework. Annually, evaluate using framework.
Success measured by:	Annual Assessment and training conducted

3. **Fundraising:** Intention is to grow revenue through the development of a formal fundraising plan, evaluation of current fundraising mechanisms, adequate staffing, and branding.

- A. **Create a board fundraising advisory committee to review, assess, improve and help carry out fundraising plans and activities.**

Volunteers: Jacob Taulbee, Bob Brown

Owner:	Chair, ED, Resource Organizer
Completion target:	September 2021 creation
Success measured by:	Increase in leads and unrestricted donations

- B. **Create, refine, and update Fundraising and Marketing Plan** to achieve a diverse portfolio that includes major donations, attorney fees, Board fundraising, foundation grants, enhanced donor stewardship, joint grants with strategic partners and increased ease of giving.

Volunteers: Jacob Taulbee

Owner:	Resource Organizer with support from ED
Completion target:	December 2021 with annual updates
Success measured by:	Approval by board committee Increased funds

4. Backoffice/Infrastructure/Succession Planning to increase the sustainability of the organization.

A. Back Office

- a. Duties and responsibilities to be delegated** or developed will be documented and communicated clearly to board and staff for discussion and input.

Volunteers: Tyler Offerman, Lizz Perkins, Robert Johns

Owner:	ED and Executive Committee
Completion target:	October 2021
Success measured by:	Prioritized list shared with Board and Staff

- b. Decision made on how best to procure resources** to perform those duties.

Owner:	ED and Executive Committee
Completion:	December 2021 and ongoing
Success measured by:	Budget for 2022 adopted with related income and expense

- c. Contract to outsource or hire staff** based on decision.

Owner:	ED and Executive Committee
Completion target:	First Quarter 2022 and ongoing
Success measured by:	Hours of ED time delegated, positions created, tasks reassigned

B. Create a succession plan

- a. Job Description and Search Plan** will be created for Leadership position and updated annually. To include key characteristics of the position, advocacy, vision, decision making, training of staff, and delegation.

Volunteers (board): Rick Clewett, Bob Brown

Owner:	Chair and Board
Completion target:	April 2022 with annual update
Success measured by:	Board adoption of job description and search plan

C. Update Personnel Policies

a. Research and clearly define policies.

Volunteers: Michelle Haubner, Raaziq El-Amin

Owner:	ED, Personnel Committee, and Contractor
Completion target:	June 2022
Success measured by:	Personnel Committee adopts draft policy

b. Review, edit and adopt an updated policy manual

Volunteers: Michelle Haubner, Lisa Gabbard

Owner:	ED and Personnel Committee
Completion target:	September 2022
Success measured by:	Board approves policy

D. Review of Office Space to determine best way to support and accommodate staff and clients.

a. Form a committee to review current office space and make recommendations.

Volunteers: Ben Carter, Miranda Brown (happy to step down, just want to see representation from Short St. staff)

Owner:	ED and volunteer staff committee:
Completion target:	December 2023 (start date September 2022)
Success measured by:	Adoption of recommendations.

Strategy Test

Recognizing that opportunities and challenges will arise over the timespan of this plan the board has agreed to consider new opportunities or challenges through the framework offered by this set of questions.



Strategy Test

We will undertake strategies that:

1. *Mission- Is this consistent with our Mission and Values?*
2. *Fiscal- Do we have the resources now or can we find investors to fund?*
Do we have a good plan for sustainability?
3. *Justice – Does this address racial injustice?*
4. *Gaps – Are we filling a gap in service that currently exists?*
5. *Partnerships – Are we working alone or with a partner? Does this sustain and build connections with LSP's?*

Kentucky Equal Justice Center

Board Meeting Dates

Proposed Schedule 2022

- | | | |
|----------------|----------|----------------|
| • April 22 | Friday | Board Meeting |
| • July 14 | Thursday | Board Meeting |
| • September 23 | Friday | Board Meeting |
| • December 15 | Thursday | Annual Meeting |

Kentucky Equal Justice Center

July 14, 2022

Staff Report Highlights

Food Justice — Tyler Offerman

Kentucky Food Action Network: We continue to work with the Kentucky Center for Economic Policy, Community Farm Alliance, and Feeding KY to support the Kentucky Food Action Network (KFAN). KFAN is currently planning a full member meeting and Steering Committee retreat for August 24-25. At that gathering, members will identify and vote on priorities for the Network for this coming year.

Food is Medicine Consortium: The Humana Foundation and Department of Agriculture are helping to convene some meetings and conversations about how hospitals, MCOs, and doctors can utilize food and food prescriptions to address chronic illness or as a treatment plan post-op. KEJC is ensuring that KFAN members are participating in these conversations to ensure the voices of directly-impacted people are heard and outcomes are just.

Collaborating with the Programs and SNAP Advocates: KEJC has secured funding from the Center on Budget and Policy Priorities to allow us to work with legal aid staff in the Welfare and Health Task Force to create a training curriculum and facilitate trainings for the Programs on SNAP IPV hearings and appeals. This work will be done alongside and in conjunction with the launch of a Local SNAP Advocates program to work with Step-By-Step and Kentucky Food Action Network members to ensure that local community members, including SNAP beneficiaries:

- know about new options for SNAP enrollment
- have their voices heard in implementation of the state SNAP Kynector program
- know the process and their rights to appeal inaccurate SNAP determinations, and
- with the assistance of the legal aid programs, build a network of support for community members who have had SNAP claims collections unjustly brought against them

ThriveKY Coalition Advocacy for Thriving Communities Roadshow Series: KEJC is one of the host organizations for this 15-stop roadshow series. Tyler will be anchoring the food and food assistance section.

Resource Organizer — Raaziq El-Amin

Donor Management System: Over the past year, we've been transitioning from Salesforce to a new donor management system. We settled on [Bloomerang](#) in the Fall and worked with the Bloomerang conversion team through the Winter and Spring to customize the system to fit our needs. The team helped us format the data and convert the data on a macro scale. Now, Raaziq is

doing manual edits to make the system our own. We're already able to do some reporting and can get a pretty good picture of each donor. Over the next few months, we'll be fully immersed in the system, using it for emails, processing donations, and more!

Development Plan: In our recently adopted strategic plan, we agreed that KEJC needs a formal fundraising plan to help sustain this important work. Raaziq has been working on a first draft. Raaziq foresees more involvement from the rest of the team on parts of the plan, especially with our grant writing and reporting processes since these overlap so much with the work of program staff. Raaziq's goal is to have a good working draft prepared for the board fundraising advisory committee when they convene.

Give for Good Louisville: The next online giving campaign KEJC will participate in is [Give for Good Louisville](#). It's similar to Good Giving in Central Kentucky, but it is focused on increasing support for organizations making an impact in the Louisville Metro area. Over the next couple of weeks, Raaziq will work with Ebony to develop social media messaging, create graphics, and design email reminders. If you are based in Louisville, or if you have friends and family in the area, please help us promote KEJC's involvement in Give for Good Louisville!

Maxwell Street Legal Clinic — Angela Evans

Interns and Volunteers: We have two legal interns who've been with us this summer, Annie Dietz and Claire Sandberg. They are both rising 2Ls at UK Law School. During the summer, they've worked on various research projects for Allison and Michelle. We've also had a volunteer join us, Debora Mbakala. She is a college student, fluent in several languages and considering attending law school. She has been a wonderful asset to the office. Since May, she has volunteered over 90 hours of her time, equating to an economic value of approximately \$2,250.

Bluegrass HealthFirst: Maxwell Street Legal Clinic has also developed a new relationship with Bluegrass HealthFirst, a non-profit Federally Qualified Health Center that provides affordable healthcare for everyone, regardless of a person's ability to pay. During this quarter, Maxwell Street Legal Clinic has presented at two virtual lunch and learn events. The presentations have focused on how medical records and information within them can potentially impact patients' immigration proceedings.

Immigration Law Partners: Last month MSLC practitioners met with the legal staff for KY Refugee Ministries and Neighbors Immigration Clinic. We plan to establish regular meetings to learn from and coordinate with each other when feasible. In our June meeting we discussed client capacity for the organizations and the types of cases each organization is currently accepting. The consensus was the current and anticipated demand for immigration services far exceeds our collective capacity. MSLC is temporarily limiting our services to DACA and green card renewals of current clients, and naturalization cases for previous, current or new clients. We hope this will be a temporary action and that we can add at least one practitioner by the Fall.

Outreach — Miranda Brown, Emma Anderson

Networking/Outreach/Communications

- **Outreach:** KEJC staff spoke directly with over 300 people, either by meeting them at the New Life Day Center, the Mother's Day Festival, or through in-person meetings with partners, virtual meetings, and presentations. Some unique occasions this quarter were meeting with staff of HealthFirst BlueGrass, presenting for the Kentucky Refugee and Immigrant Inclusion Summit, and meeting with social workers at the Ballard and Connie Griffith Towers Apartments.
- **Workers' Rights Task Force:** Highlights from our June meeting include Saru Jayaraman of the national organization One Fair Wage sharing legislative updates and strategy for achieving fair wages for restaurant workers and Eva Melissa Astudillo sharing insight into La Casita Center's community-driven accompaniment model and barriers that many Latinx people face with Unemployment Insurance and other programs. Twenty-eight legal aid staff, labor representatives, and other partners in Kentucky and across the South attended.

Direct Service

- **Lexington Wage Claim Clinic:** We assisted 6 wage claimants with demand letters, ES-8 wage and hour complaint forms, advice, and accompaniment.
- **Health Coverage Enrollment Assistance:** Miranda helped 10 new individuals and families with health coverage in addition to previous clients, including four Emergency Time Limited Medicaid cases.

Advocacy Feedback Loop:

- **Kentucky Health Benefit Exchange (KHBE):** Miranda serves on KHBE's recently revived Education and Outreach Subcommittee. During the last quarter, she used this platform to request outreach materials with information on the year-long Special Enrollment Period for Kentuckians under 150% Federal Poverty Level and how to keep covered after the end of the nationally declared Public Health Emergency.
- **Consumer Rights & Client Needs Technical Advisory Committee:** Miranda serves on this committee, which has asked Kentucky's Department for Medicaid Services (DMS) to publicly distribute information on Emergency Time Limited Medicaid. DMS's response to this recommendation is that they will develop materials and share them with the Consumer TAC prior to distribution via the DMS website, kynectors, and providers.

Also, after TAC members made multiple recommendations that DMS lift the 5-year Medicaid waiting period for legally residing pregnant women and extend postpartum coverage to 12 months, DMS submitted a State Plan Amendment to do both in March, which federal CMS approved in May!

- **Notice Improvement:** We wrapped up this two-year intensive project of updating and improving notices! In the final months of this project, Rich and Miranda helped make many notices more understandable and useful. The changes include adding a patient liability definition and DCBS contact information to QMB Medicare Savings Program notices, adding a return address to the Medicaid Penalty Warning form, adding the MCO phone number to Presumptive Eligibility notices, adding space for filling out a hearing request to the notice shell page, clarifying EPSDT services for children, and clarifying information about Medicaid Estate Recovery and Qualifying Income Trust.
- **Advocacy partnerships:** Miranda met with Federally Qualified Health Center HealthFirst BlueGrass kynector Genoveva Segura and Kentucky Refugee Ministries' Health Services Coordinator, Alyssa Rice, to discuss kynect and Presumptive Eligibility enrollment issues.

Impact Litigation and Advocacy — Ben Carter

Developing Movement Law Lab's "[Level Up Housing Justice Fellowship](#)"

- A program for housing lawyers and housing justice organizers in the South/Southeast to help both work together more effectively on campaigns and in movements.
- Movement Law Lab asked Ben to help develop the curriculum for this program.
- Now accepting applications (one lawyer and one organizer must apply together)
- This work fits in well with both the experience we had supporting the Justice for North Fork campaign last year ([appeal brief](#) filed in May) and helps us prepare to support the work of partner organizations in our Kentucky Civic Engagement Table coalition.

Soft Reset, continued

- Last board meeting, Ben suggested that this summer would be a chance to reset our litigation and advocacy work and focus on internal processes and platforms. Fact check: actually true.
- Really good conversations internally and externally regarding opportunities to support the work of coalition partners in the Kentucky Civic Engagement Table
- Exploring [Basecamp](#) as a project management platform for KEJC and combining that with [Toggl](#) for any timekeeping our staff might need to do for grants, cases, lobbying, etc.
 - The killer feature of Basecamp is how promiscuous it allows us to be with seats/users. For less than \$1,000/year, Basecamp offers organizations unlimited seating, which is just so crazy powerful for an organization like KEJC. As just one example, we could create a "SNAP Intentional Program Violations" project in Basecamp and have people from across multiple organizations working together on that chunk of work; same for Tyler's Food Action Network; housing attorneys and organizers in Kentucky; our ThriveKY coalition; family lawyers in LSC programs.
 - There are project templates, so if there's a checklist of things we do for outreach, grant applications, hiring, task force meetings, onboarding, etc., simply create a new

project using that template and lots of the work of identifying “to dos” is already done.

- Really good experience working recently with the Legal Aid Society on fighting some next-level villainy from a private-equity-backed landlord here in Louisville that is trying to cancel a bunch of lease renewals at an apartment complex near U of L.
 - [News](#), [Twitter](#), [Facebook](#) (100+ shares)
 - Looking forward to KEJC having a FT housing attorney (this has been my white whale for 20+ months; not sure what I’ll do when this is someone else’s job)

Health Justice and Advocacy — Shannon Rempe

Impact Litigation - UK Healthcare Case Update

- The litigation team has been in settlement discussions with UK's counsel following the passage of HB 8 and subsequent cancellation of the collection agreement between UK and the DOR.
- A term sheet has been finalized and drafting of settlement papers is now underway.

Reproductive & Sexual Rights

- Assisted trans woman with her healthcare discrimination complaint by analyzing all of her viable legal claims and advising her to utilize the Louisville Metro Human Relations Commission and KY Commission on Human Rights
- Attended Judicial Bypass training hosted by If/When/How
- Have met with KY advocates to discuss the impact of Dobbs and KY's trigger law, as well as strategize on where help is most needed

Balance Billing & the No Surprises Act

- Have been assisting a patient from Baptist Health in Louisville with a balance billing issue—ultimately has led to discovering a loophole in the NSA (RBP plans)
- Been meeting with surprise billing experts from NHeLP and Georgetown University to discuss how the NSA applies to RBP plans and how we can help this patient or others similarly situated

Housing Outreach Worker — Emma Anderson

Rental Assistance Applications

- Have helped people access over \$247,458.94 by helping them complete rental assistance applications for the Housing Stabilization Program
- Have completed 67 apps with people

Housing Outreach

- **Mr. S:** Met Mr S. when I did a rental assistance application with him. He's an older man on social security and works at Kroger to make ends meet. During the lockdown his hours were cut at Kroger and he hasn't been able to catch up. After getting his back rent paid through HSP I connected him to a local grassroots housing justice group called KY Tenants. He has gotten very involved and will be speaking at the Town Hall on July 22nd.