

<b>Grant Agreement</b> Housing Opportunities for Persons With AIDS (HOPWA) Program Assistance Listing Number 14.241	<b>U.S. Department of Housing and Urban Development</b> Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507-1310	2. Grant Number/Federal Award Identification Number (FAIN): KY-H230019 3. Tax Identification Number: 610858140 4. Unique Entity Identifier: VM1GLHWZXA96
5. Applicable Funding Notice: CPD-23-03	6. Grant Amount: \$1,506,791
7. Period of Performance/Budget Period Start Date (date listed in box 17) (mm/dd/yyyy) / /	8. Period of Performance/Budget Period End Date (36 months after the date in box 17)(mm/dd/yyyy) / /
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Grant Type (check applicable box) <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Replacement
11. Applicable Appropriations Act: 2022 (Pub. L. 117-103) and 2023 (Pub. L. 117-328)	


- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development (“HUD”) and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. §§ 12901-12912); the applicable appropriations act specified above; and regulations for the Housing Opportunities for Persons With AIDS (“HOPWA”) program at 24 CFR part 574 (the “HOPWA Regulations”).
- II. The Applicable Funding Notice listed in Box 5 of this Grant Agreement; the Grantee’s approved grant application, which is attached to this Grant Agreement; and any special conditions attached to this Grant Agreement are hereby incorporated into this Grant Agreement; however, in the event of a conflict between the grant application and any provision of this Grant Agreement, the latter shall control.
- III. Subject to the provisions of this Grant Agreement, HUD will make grant funding in the amount specified in Box 6 above (“Grant Funds”) available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD.
- IV. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 574, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- V. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA Regulations (as now in effect and may be amended from time to time), other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services

for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

- VI. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain all terms and conditions required by 2 CFR 200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1)-(4).
- VIII. Not less than once every 90 calendar days, starting from the Period of Performance start date, the grantee must draw down Grant funds for allowable costs in accordance with 2 CFR 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 CFR 200.302 and 200.303.
- IX. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.
- X. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- XI. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in box 6 above exceeds \$500,000, the Grantee must comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XII. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b) using form HUD-4155. The APR is due to HUD within 90 calendar days after the end of each 12-month period of the grant, except for the final APR, which must be submitted within 120 calendar days after the end date of the period of performance in accordance with 2 CFR 200.334(a).
- XIII. The Grantee must use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs.
- XIV. The Grantee must commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).
- XV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and

action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities.

- XVI. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.
- XVII. The Grantee must update client eligibility records no less than annually.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.1.
- XIX. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- XX. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.339 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XXI. The Period of Performance and Budget Period begins on the date when the Grant Agreement is executed and ends three years after that date.
- XXII. This grant will be closed out as provided by 2 CFR 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.

12. For HUD (Name and Title of Authorized Official)  Erik Hoglund, Acting CPD Director	13. Signature  	14. Date ("Federal Award Date") (mm/dd/yyyy)  04/22/2024
15. For the Grantee (Name and Title of Authorized Official)	16. Signature	17. Date (mm/dd/yyyy)

**Indirect Cost Rate Schedule**  
**(To be added as attachment to HOPWA Grant Agreement)**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

**INDIRECT COST RATE SCHEDULE**

Agency/department/major function	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for project sponsors.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elect to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).