

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Lexington-Fayette Urban County Government, Division of Grants and Special Programs 200 E Main Street Lexington, KY 40507	2. Grant Number: KY-H200017 3. Tax Identification Number: 610858140 4. Unique Entity Identifier: 0204428777
5. Applicable Renewal Notice: CPD Notice 20-02	6. Grant Amount: \$1,441,081
7. Period of Performance Start Date (date listed in box 15) 05/11/2021	8. Period of Performance End Date (36 months after the date in box 15) 05/10/2024
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	
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, codified, as amended, at 42 U.S.C. §§ 12901-12912 (the “Act”), and regulations for the Housing Opportunities for Persons With AIDS (“HOPWA”) program at 24 CFR part 574 (the “Regulations”). II. The Applicable Renewal Notice listed in Box 5 of this Grant Agreement; the Grantee’s approved renewal 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 a provision of the renewal 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 renewal 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 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 at 24 CFR part 574), 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.	

- V. 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.
- VI. 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 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1)-(4).
- VII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- VIII. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (“IDIS”) or its successor.
- IX. 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.
- X. 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.
- XI. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due to HUD within 90 days of the end of each 12-month operating period until all Grant Funds are expended.
- XII. 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.
- XIII. The Grantee must commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).
- XIV. 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. This Article does not apply to a Grantee that is a nonprofit organization.
- XV. 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.
- XVI. The Grantee must update client eligibility records no less than annually.

XVII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

XVIII. 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 200.338 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.

10. For HUD (Name and Title of Authorized Official) Renee Ryles, Acting CPD Director	11. Signature <i>Renee D Ryles</i>	12. Date (mm/dd/yyyy) ("Federal Award Date") 04/26/2021
13. For the Grantee (Name and Title of Authorized Official) Linda Gorton, Mayor	14. Signature <i>Linda Horton</i>	15. Date (mm/dd/yyyy) <i>05/11/2021</i>

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

INDIRECT COST RATE SCHEDULE

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

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 Base Allocation 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).