

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of ~~November~~ 2019, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **ARBOR YOUTH SERVICES**, with offices located at 536 West 3rd Street, Lexington, Kentucky 40508 (hereinafter "Organization").

RECITALS

WHEREAS, the Government and Sponsor desires to implement a program targeting transitional youth, 18 through 24 years of age, who are experiencing a homeless crisis;

WHEREAS, the Government and Sponsor received a one-time grant from Anthem Kentucky Medicaid of \$25,000 to create a pilot program for safe transitional solutions for transition aged youth experiencing a homeless crisis;

WHEREAS, the Government and Sponsor recognize Arbor Youth as the expert community partner in providing these targeted services and developing programing effectively serving youth, 18 through 24 years of age experiencing a homeless crisis.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on January 1, 2020, and continuing for a period of one (1) year. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least sixty (60) days advance written notice of termination.

2. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Government and Anthem Contract, consisting of 8 pages;

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by the provisions of Exhibit "A".

3. Government shall pay Organization the sum of **Twenty-Five Thousand and 00/100 Dollars**, (\$25,000.00). Payments for services required by this Agreement, said services being more particularly described in pages 1 through 2 of Exhibit A attached hereto and incorporated herein by reference, shall be made each quarter upon submission of a quarterly financial report and invoice. Each year of the Agreement one-fourth (1/4th) of the yearly sum shall be payable in January 2020 or shortly thereafter upon receipt of report and invoice, and one-fourth (1/4th) payable each quarter thereafter upon submission of a quarterly

financial report and invoice, and a detailed quarterly program report. The Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of January, April, July, and October. All reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined Exhibit "A" pages 2 through 3. Forms for both the quarterly financial and program reports will be provided by Sponsor.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in Exhibit "A" attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibit and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers,

agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the Exhibit attached hereto.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance

of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business.

The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

12. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform to state and local law and regulations and these policies.

B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

(3) The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

13. Organization shall not assign any interest, obligation, or benefit of this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of LFUCG.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Organization acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.

15. This Agreement and the documents, incorporated herein, contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

16. If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

17. Notice – Any written notice required by this Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Arbor Youth Services
536 West 3rd Street
Lexington, Kentucky 40508
Attn: Lori Clemons, Executive Director

For Government:

Lexington-Fayette Urban County Government
101 East Vine Street
Lexington, Kentucky 40507
Attn: Polly Ruddick, Director
Office of Homelessness
Prevention & Intervention

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: *Linda Gorton*
Linda Gorton, Mayor

ATTEST:

Maackenzie Summers
Deputy Clerk of the Urban County Council

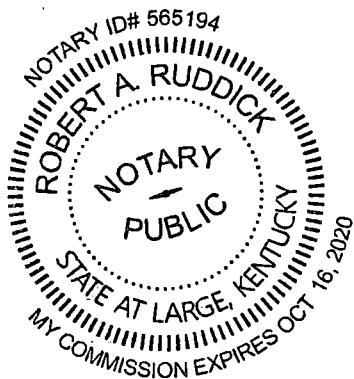
ARBOR YOUTH SERVICES

BY: *Lori Clemons*
Lori Clemons, Executive Director

COMMONWEALTH OF KENTUCKY

COUNTY OF (*Fayette*)

The foregoing instrument was subscribed, sworn to and acknowledged before me by *Lori Clemons* as Executive Director for and on behalf of Arbor Youth Services, on this the *10th* day of *November*, 2019.



Robert A. Ruddick
NOTARY PUBLIC

My commission expires: *10/16/2020*

Handwritten signature or scribble.

EXHIBIT A

Grant Agreement Terms and Conditions Anthem Kentucky Medicaid and Office of Homelessness Prevention and Intervention

This Grant Agreement ("Grant") is entered into as of 10/1/19 by and between Anthem Blue Cross Blue Shield Kentucky Medicaid ("Anthem Kentucky Medicaid"), an Anthem, Inc. company, and the Lexington-Fayette Urban County Government through its Office of Homelessness Prevention and Intervention (OHPI) ("Grantee"), a collaborative applicant and lead organization for the Lexington-Fayette County Continuum of Care based in Lexington, Kentucky. Each Party named above shall be individually referred to in this Grant as "Party" or collectively, as "Parties."

I. PURPOSE OF THE GRANT.

The Office of Homeless Prevention and Intervention in Lexington, KY was created in 2014 in response to the Report of the Mayor's Commission on Homelessness. The Office of Homelessness Prevention and Intervention coordinates activities and planning for providers, stakeholders, and affected citizens to ensure an efficient and effective system offering everyone access to shelter, food, employment, housing, and other basic needs and opportunities. The Office does not provide direct support services but serves as an information source and assists with problem-solving and communications for difficult situations requiring multiple resources and organizations.

The purpose of this grant is provide funding to OHPI to help create safe transitional solutions for homeless transition aged youth in crisis. Youth in shelter must leave at eighteen and without planning and support, youth may be abruptly without shelter and vulnerable to human trafficking. While emergency shelters are sometimes available, they can be seen as intimidating to youth and do not offer supportive services. OHPI aims is to reach homeless transition aged youth quickly to prevent acclimation living on the streets. This grant will be used as a housing assistance fund to be used for helping transition aged youth quickly access services and obtain permanent housing. This may include, but is not limited to, payment for deposits, rent, utility hook up, move in costs, essential furniture and household goods. This funding may also be used to create incentives, such as signing bonuses, additional deposits, or unpaid rent, or for landlords willing to assist young adults.

The activities described in this paragraph constitute the "Program."

II. SERVICES PROVIDED BY GRANTEE UNDER THE GRANT.

The Grantee shall ensure the following in development and provision of the Program.

- a. Within twelve (12) months of agreement term, Grantee will direct granted funds towards at least ten (10) homeless or housing insecure transitioned aged youth in need of street crisis management.
- b. Grantee agrees to meet with Anthem Kentucky Medicaid quarterly, via conference call or in person, to discuss Program progress, successes and any barriers experienced.
- c. Grantee will monitor and track outcomes under the Program, and reporting results will be made available to Anthem on a quarterly basis to include the following information grant Program services:
 - i. Unidentifiable attributes of homeless or housing insecure transition aged youth receiving Program assistance including:

Age
Gender
Project Entry date
Referral Source
Prior Living Situation
Last grade completed
School status
Health Insurance (if Anthem Kentucky Medicaid Medicaid, please indicate "Anthem Medicaid;" if another Medicaid Health Plan, please list "Medicaid;" any other insurance please indicate "Insurance other", or "none" if none.
Employed- Type of Employment
Formerly a Ward of Child Welfare/Foster Care Agency
Formerly a Ward of Juvenile Justice System
Referrals for services- Date, Type
Services Provided- Date, Type, Cost
Goals/Case Planning
Exit Destination
Date of Exit

ii. At the conclusion of the grant period, Grantee will also provide a summary of Program outcomes including commentary from Grantee on noted trends, learnings and potential opportunities for grants of this kind in the future.

d. Grantee is encouraged to provide, when appropriate and only applicable to the Program covered under this Grant, de-identified and unidentifiable key program success stories relating to the subject of this grant. Grantee acknowledges and agrees that Anthem Kentucky Medicaid may use and communicate any such success stories provided to Anthem Kentucky Medicaid hereunder in its reasonable discretion.

e. As applicable, Grantee will participate in public relations and media events promoting this program in coordination and cooperation with Anthem Kentucky Medicaid.

f. Grantee will be responsible for the identification of relevant requirements and parameters of eligibility for the Program Grant.

g. Grantee will have sole responsibility for the identification and selection of individuals who enroll and/or participate in the Program(s) detailed under this Grant.

h. Grantee shall not discriminate against any person, applicant or participant of the Program(s) on the basis of age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or any other unlawful basis. Grantee will comply with all applicable laws prohibiting discrimination.

III. EXPECTED OUTCOMES OF THE PROGRAM(S) DESCRIBED UNDER THE GRANT.

- a. Information surrounding the impact of providing flexible spending funds in preventing acclimation to homelessness or in quickly rehousing transition aged youth.
- b. Increased understanding of barriers to sustainable housing for housing insecure transition aged youth.

IV. GRANT AND ADDITIONAL SERVICES PROVIDED BY ANTHEM KENTUCKY MEDICAID.

- a. Within thirty (30) days of the execution of this Grant, Anthem Kentucky Medicaid will provide \$25,000 to Grantee as a one-time funding to support Program services described within this Grant.
- b. Anthem Kentucky Medicaid will participate in regular conference calls with Grantee during the term hereof to discuss program outcomes and progress toward securing future funding.
- c. As applicable and in its sole discretion, Anthem Kentucky Medicaid will participate in public relations and media events promoting the program services described within this Grant in coordination and cooperation with Grantee.
- d. Anthem agrees to make all attempts to participate in conversation with Grantee and community partners involved in Program services.

V. CONFIDENTIALITY OF RECORDS.

If applicable, Parties will comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, 42 CFR part 2, and the Gramm Leach Bliley Act of 1999 through a Business Associate Agreement. This Section shall survive termination of the Grant.

VI. INTELLECTUAL PROPERTY.

- a. Each Party recognizes and acknowledges that the other Party owns or may own certain intellectual property that was not developed specifically for or funded by the Program but which may be used in connection with the services contemplated under this Grant, ("Independent Intellectual Property"), and agrees that all such Independent Intellectual Property shall, as between the Parties, remain the sole property of the originating Party. Each Party acknowledges and agrees that, except as required by this Grant, no Party is obtaining rights to any other Party's Independent Intellectual Property as a result of this Grant, unless expressly agreed to by the Party owning such Independent Intellectual Property.
- b. No Party shall use the name, symbol, or mark of another Party without such Party's prior written consent.

VII. REPRESENTATIONS AND WARRANTIES; AUTHORITY; INDEMNIFICATION; LIMITATION OF LIABILITY.

- a. Authority. Each Party represents and warrants to the other Party that its performance of this Grant will not breach any other agreement or obligation by which it is bound, and that it has all rights, consents and licenses necessary to fulfill its obligations to the other Party hereunder.

b. Indemnification

i. Indemnification. To the extent permitted by law, each Party (“Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and the other Party’s respective affiliates, successors and assigns, officers, directors, trustees, employees, permitted subcontractors, representatives, and agents (the “Indemnified Parties”) from and against any and all losses, liabilities, damages, fines, penalties, costs, or expense (including reasonable attorneys’ fees and other expenses of litigation) (collectively, “Loss” or “Losses”) arising or resulting from any claim, action, suit, or other proceeding (collectively, “Claims”) to the extent such Losses result, arise, or relate to (a) the Indemnifying Party’s material breach of any of its representations under this Grant, (b) the negligence or willful misconduct of the Indemnifying Party in performing its activities under the Grant, or (c) the activities performed by or on behalf of the Indemnifying Party, including by any subcontractor. This indemnification provision does not apply to a direct claim by one Party against the other Party.

ii. Notice to Indemnifying Party. If any Indemnified Party receives notice of any claim or other commencement of any action or proceeding with respect to which the Indemnifying Party is obligated to provide indemnification pursuant to this section, the Indemnified Party shall, within fifteen (15) days of receiving such notice or the commencement of any such action or proceeding, give the Indemnifying Party written notice thereof, including without limitation a description of such alleged Losses. Such notice shall be a condition precedent to any liability of the Indemnifying Party for indemnification hereunder unless the Indemnified Party can prove that its failure to give such timely notice does not and will not in any manner prejudice the Indemnifying Party or diminish or waive any rights that the Indemnifying Party may have.

iii. Defense by Indemnifying Party. The Indemnifying Party shall have the right to control the defense thereof with counsel of its choice as long as such counsel is reasonably acceptable to the Indemnified Party; provided that any Indemnified Party shall have the right to retain its own counsel at its own expense for any reason. The Indemnified Party, its employees, and agents, shall reasonably cooperate with the Indemnifying Party and its legal representatives in the investigation or defense of any Losses or Third Party Claims covered by this Section.

iv. Settlement. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnifying Party.

c. Limitation of Liability. In no event shall any Party be liable to any other Party to this Grant hereunder for incidental or consequential damages of any kind, including lost profits, regardless of whether such Party shall be advised, shall have other reason to know or in fact shall know of the possibility of the foregoing. This section shall survive any termination of this Grant.

VIII. INFORMATION USES; COMMUNICATIONS; PUBLICITY; PUBLICATION.

The Parties agree that no Party shall make any public statement or release that relates to this Grant or the activities described herein without the prior written approval of the other Party. All sponsorship or joint marketing activities arising under this Grant are subject to Anthem, Inc. policies and procedures and applicable law. Parties agree that any publicity surrounding the services contemplated by this Grant shall acknowledge the efforts of all Parties. The obligations contained in this provision shall survive the termination of this Grant. Each of the Parties shall have independent and separate rights to disclose and publish the data and results generated from the Program subject to the terms of this Grant, except the first public disclosure and publication of such data and results shall be jointly prepared by the Parties under this Grant. After the first disclosure and publication, each Party may make independent disclosures and publications of any Program data and results, which are materially similar to the presentation of the first publication. Each Party shall have at least thirty (30) days prior to the date of submission for publication or of public disclosure to review such material. Except, however, abstracts will be submitted to the other Party for review at least fifteen (15) days prior to the date of submission for publication or public disclosure. During its review period, the other Party may provide input, make factual corrections, and request the deletion of any reference to the other Party's confidential information from the proposed disclosure or publication. All disclosures and publications must expressly acknowledge the other Party, unless such Party objects to such acknowledgment.

IX. INSURANCE.

Except as set forth herein, Grantee shall maintain in force throughout the Term, a program of insurance that satisfies the criteria set forth below, provided, Grantee has the right, in its sole discretion, to self-insure in part or in whole for any such coverage:

a. General Liability.

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000 General Aggregate: 2,000,000

Premises and operations coverage, contractual liability coverage, personal injury coverage, products and completed operations coverage and coverage for independent contractors. The other Parties and their affiliates shall be additional insureds.

b. Workers' Compensation. As required by applicable state law, including voluntary compensation. Employers Liability of \$1,000,000.

X. TERMS OF AGREEMENT; TERMINATION.

1. Term. This Grant shall become effective on 12/1/19 and shall continue through 11/30/20 or the final disbursement of grant funding to program supports ("the Term"). The Term of this Grant will be limited to and expire at the end of the Term.
2. Termination Without Cause. This Grant may be terminated during the Initial Term or any Renewal Terms by any Party acting in its sole discretion, and for any reason whatsoever including but not limited to an inability to secure adequate funding for this Program. Notice of said termination stating the Party's intent to terminate and the effective date of such termination shall be delivered in writing to the other Party not less than thirty (30) days prior to the effective date of such termination.
3. Return of Funds. In the event this Grant terminates for any reason, Grantee shall return all unused, unapplied or unassigned funds remaining to Anthem Kentucky Medicaid within thirty (30) days of receiving or giving notice of a termination as provided herein.

This provision also shall apply in the event this Grant terminates or expires of its own terms and conditions. The Parties expressly agree this provision shall survive the termination or expiration of this Grant.

4. Grantee's Records. Grantee will keep systematic records of all expenditures relating to this Grant. These records, including bills, invoices, canceled checks, and receipts, will be retained by Grantee for five (5) years after the Grant terminates and will be available for Anthem Kentucky Medicaid inspection during that period. Anthem Kentucky Medicaid may, at its own expense, examine or audit Grantee's records related to activities supported by this Grant.
5. Independent Parties. Grantee and its employees, agents, and representatives are independent parties and are not Anthem Kentucky Medicaid employees or agents.

XI. GENERAL PROVISIONS.

1. No Third-Party Rights. This Grant is made solely for the benefit of the Parties and does not, and shall not be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Grant.
2. Amendment. Neither this Grant nor any of its provisions may be amended, supplemented, modified, or waived except by a writing duly executed by the duly authorized representative of each of the Parties.
3. Captions. The headings, captions, sections and clause numbers appearing in this Grant are inserted only as a matter of convenience and should play no role in the interpretation of the body of each clause.
4. Governing Law. This Grant, and all claims arising out of, relating to or in connection with this Grant, are governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its provisions concerning the applicability of the laws of other jurisdictions.
5. Waiver and Modification. No waiver or modification of this Grant or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by all Parties to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the Parties arising out of or affecting this, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing duly executed as aforesaid, and all Parties further agree that the provisions of this paragraph may not be waived except as herein set forth.
6. Partial Waiver and Breach. The waiver by any Party hereto of any right hereunder, or failure to perform, or breach by the other Party shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise. The failure of a Party to enforce at any time any of the provisions of this Grant of any rights in respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this Grant.
7. For Assignment. No Party shall have the right to assign this Grant or any of its rights or obligations hereunder. Notwithstanding the foregoing, a Party may assign this Grant to (a) an affiliate or (b) any purchaser of all or substantially all of the assets of such Party, or of all of its capital stock, or to any successor corporation or entity resulting from any merger or consolidation of such Party with or into such corporation or entity, provided that the Party to which this Grant is assigned expressly agrees in writing to assume and be

bound by all obligations of the assigning Party under this Grant. A copy of such written agreement by such assignee shall be provided to the non-assigning Party within thirty (30) days of execution of such written agreement. Subject to the foregoing, this Grant shall inure to the benefit of and be binding upon each Party, its successors and permitted assigns.

8. Notices. Except as otherwise expressly provided in the Grant, any notice required under this Grant shall be in writing and shall specifically refer to this Grant. Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, if delivered in person; (b) on the date of receipt, if sent by a facsimile (with delivery confirmed); or (c) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested. Any notice sent via facsimile shall be followed by a copy of such notice by private express courier or by first class mail. Notices shall be sent to the other Party at the addresses set forth below. A Party may change its addresses for purposes of this Notice section by sending written notice to the other Party.

- a. All notices to Anthem Kentucky Medicaid shall be addressed to:

Anthem Kentucky Medicaid
13550 Triton Park Blvd.
Louisville, KY 40223
Attention: Andrea Jarvis, Director Special Programs
andrea.jarvis@anthem.com

- b. All notices to Grantee shall be addressed to:

Office of Homeless Prevention and Intervention
101 East Vine Street Suite 100
Lexington, KY 40507
Attention: Polly Ruddick, Director Office Homeless Prevention and Intervention
pruddick@lexingtonky.gov

- a. Entire Grant. This Grant (and all appendices and/or exhibits attached hereto, which are hereby incorporated by this reference) constitutes the entire understanding between the Parties and replaces and supersedes any and all prior agreements and understandings, whether oral or written, express or implied, between the Parties with respect to the subject matter hereof.
- b. Construction. The Parties mutually acknowledge that they have participated in the negotiation and preparation of this Grant. Ambiguities, if any, in this Grant shall not be construed against any Party, irrespective of which Party may be deemed to have drafted the Grant or authorized the ambiguous provision.
- c. Legal Compliance; Severability. All Parties hereby expressly state that it is not the intention of any Party to violate any law. If any of the provisions of this Grant are held to be void or unenforceable, then such void or unenforceable provisions shall be replaced by valid and enforceable provisions that will achieve as far as possible the business intentions of the Parties.

Lexington-Fayette Urban County
Government

Anthem Kentucky Medicaid

Organization

Company

Linda Gorton

[Signature]

Signature

Signature

LINDA GORTON

Leon Lamoreaux

Printed Name

Printed Name

MAYOR

Market President Anthem Medicaid.

Title

Title

11/25/2019

10/22/2019

Date

Date