

FIRST AMENDMENT TO PRECEPTORSHIP AGREEMENT

THIS FIRST AMENDMENT TO PRECEPTORSHIP AGREEMENT (the “**First Amendment**”) is made and entered into by and between **BAPTIST HEALTHCARE SYSTEM, INC. d/b/a BAPTIST HEALTH LEXINGTON**, a non-profit corporation organized and existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as “**Hospital**”) and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT on behalf of the DIVISION OF FIRE & EMERGENCY SERVICES** (hereinafter referred to as “**LFUCG**”).

WITNESSETH:

WHEREAS, LFUCG offers a program of instruction in Paramedic Training and LFUCG desires to offer, as a part of the curriculum, practical experience in a clinical setting; and

WHEREAS, Hospital operates an acute-care facility at 1740 Nicholasville Road in Lexington, Kentucky and is capable of providing students practical experience in the area of Paramedic Training; and

WHEREAS, the parties entered into a Preceptorship Agreement wherein Hospital agreed to provide practical experience to LFUCG’s students, effective from October 1, 2020 through September 30, 2025 (the “**Agreement**”); and

WHEREAS, the parties desire to amend the Agreement to provide that LFUCG’s students may also gain practical experience in a clinical setting at Hospital’s location at 300 Baptist Health Boulevard in Lexington, Kentucky.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and conditions herein, Hospital and LFUCG agree as follows


1. Effective January 1, 2025, LFUCG’ students may obtain practical experience in a clinical setting at the Hospital at either the 1740 Nicholasville Road location or at the 3000 Baptist Health Boulevard location, both in Lexington, Kentucky, under the terms and conditions of the Agreement.

2. All other terms and conditions of the Agreement, except as amended herein, are identical to those in the original Agreement and are to remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as set forth below.

**BAPTIST HEALTHCARE
SYSTEM, INC. d/b/a
BAPTIST HEALTH LEXINGTON**

By: 
Christopher Roty, RACHE
Hospital President

Date: 12/3- / 2024

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: 

Title: Mayor

Date: 2/25/2025

Clinical Affiliation Agreement

THIS CLINICAL AFFILIATION AGREEMENT (the “**Agreement**”) is made and entered into by and between **University of Kentucky HEALTHCARE SYSTEM**, a non-profit corporation organized and existing under the laws of the Commonwealth of Kentucky, for its **UK CHANDLER MEDICAL CENTER** and its **UK GOOD SAMARITAN HOSPITAL** (hereinafter referred to as “**Hospital**”) and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT on behalf of the DIVISION OF FIRE & EMERGENCY SERVICES** (hereinafter referred to as “**LFUCG**”).

W I T N E S S E T H:

WHEREAS, LFUCG offers a program of instruction in Paramedic Training and LFUCG desires to offer as a part of the curriculum practical experience in a clinical setting; and

WHEREAS, Hospital operates an acute-care facility in Lexington, Kentucky and is capable of providing students practical experience in the area of Paramedic Training; and

WHEREAS, LFUCG and Hospital consider it mutually advantageous to cooperate to further the above-described purposes and desire to commit their entire agreement to writing;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein specified, Hospital and LFUCG agree as follows:

1. **TERM AND TERMINATION:** This Agreement is in effect for five (5) years, commencing on the _____ 2024, and shall continue in effect until the _____ 2029. Either party may terminate this Agreement, with or without cause, upon thirty (30) days’ advance written notice to the other party, such notice being given as set forth in the Notice provisions of this Agreement; provided, however, that students enrolled at the time of termination shall be allowed to complete the preceptorship[in which they are involved.
2. **LFUCG RESPONSIBILITIES:**
 - A. LFUCG will develop the curriculum to be used in the Paramedic Training preceptorship program, including the instruction portion and the clinical learning experience portion of the curriculum.
 - B. LFUCG will provide qualified instructors who will cooperate with Hospital personnel to supervise students in the clinical preceptorship program. LFUCG will appoint a representative to be the primary liaison between LFUCG and Hospital. Hospital will appoint a staff member to serve as a preceptor for LFUCG’s students, but LFUCG also will provide qualified faculty advisors to supervise overall preceptorship experiences. LFUCG shall provide Hospital with documentation of the competence of such instructors and faculty advisors, as required by The Joint Commission.

- C. LFUCG will provide all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed.
- D. LFUCG represents and warrants that all instructors or faculty advisors who provide supervision or instruction on site at Hospital, if any, shall be duly qualified by experience and licensure and will have current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis. LFUCG will ensure that such individuals possess current state license/registration and/or certification, as applicable and appropriate for the services, instruction and supervision to be provided at Hospital. Credentials and licensure of personnel providing services shall be made available to Hospital upon request, including proof of negative TB screening and immunizations. LFUCG hereby represents and warrants that no instructor or advisor provided by it is nor at any time has been sanctioned, debarred, suspended or excluded or proposed for sanctions, debarment, suspension or exclusion from participation in any federally funded health care program, including Medicare and Medicaid. LFUCG hereby agrees to immediately notify Hospital of any such instructor's or advisor's threatened, proposed or actual sanctions, debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that any such instructor or advisor is sanctioned, debarred, suspended or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that LFUCG is in breach of this paragraph, then this Agreement shall, as of the effective date of such sanction, debarment, suspension, exclusion or breach, automatically terminate. Hospital reserves the right to refuse the services, supervision or instruction of any individual provided by LFUCG who does not meet the foregoing qualifications.
- E. Through LFUCG's designated representative, LFUCG will coordinate student assignments, learning needs, course objectives and competencies with Hospital and students.
- F. LFUCG will inform all participating students of the content of the "Statement of Understanding" and will require all students to sign the Statement prior to commencing the preceptorship. A sample of the "Statement of Understanding" is attached hereto as Exhibit A. Such Statement, once signed by student, shall become a part of this Agreement, incorporated by this reference as if fully set forth herein.
- G. LFUCG will schedule and document conferences with students for supervising, instructing, supporting and reviewing progress toward meeting program objectives and competencies.

- H. LFUCG shall ensure that designated faculty advisors will establish a mechanism for maintaining contact with Hospital during the preceptorship and assist Hospital in creation of experimental learning activities for students.
- I. LFUCG represents and warrants that it will send only such students who have had current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis, have completed the prerequisite instruction and clinical portions of their Program's curriculum, and have not been convicted of a felony offense related to a) theft; b) abuse or sale of illegal drugs; c) abuse, neglect or exploitation of an adult; or d) commission of a sex crime. Upon Hospital's request, LFUCG will supply evidence of negative TB screening and all relevant vaccinations, immunizations, health records, and background checks.
- J. LFUCG will ensure that students participating in the available preceptorships at Hospital have successfully completed all necessary academic and clinical requirements.
- K. LFUCG shall prepare a written evaluation of students' strengths, weaknesses and general performance in meeting the program objectives and competencies at end of the preceptorship, as well as submit the final letter grade assigned for the preceptorship to the students.

3. **HOSPITAL RESPONSIBILITIES:**

- A. Hospital will provide appropriate learning experiences as may be consistent with the purposes of this Agreement.
- B. Hospital will not assign students to clinical learning experiences in a manner which would permit students to replace employees.
- C. Hospital agrees not to discriminate against any individual affected by this Agreement on the basis of race, color, religion, national origin, handicap, gender, age or political affiliation.
- D. Hospital shall retain ultimate responsibility for patient care.
- E. Hospital agrees to designate a professional staff member to serve as a preceptor and to coordinate the daily activities of the students and create opportunities for experience. Such preceptor shall:

- 1) Schedule and document conferences with the student(s) for supervising, instructing, assisting the student(s) in integrating the experiences, and reviewing progress toward meeting the objectives and competencies.
- 2) Plan with the student(s) and the LFUCG representative ways and means of meeting program objectives and competencies.
- 3) Familiarize the student(s) with the Hospital's structure, policy, objectives, accountability mechanisms, and relationship to the community.
- 4) Consult with the LFUCG representative each week or as needed by telephone regarding the student(s) progress.
- 5) Supply a written evaluation of each individual student(s) performance to LFUCG.

4. **GENERAL:**

- A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY:** It is understood and agreed by all parties that students and faculty of LFUCG are not employees or agents of Hospital and, as such, are not entitled to wages, workers' compensation, medical insurance, or any other employee benefits for activities related to the clinical experience provided for under this Agreement. If an appropriate governmental agency determines that students or faculty are covered under applicable workers' compensation statutes, LFUCG shall be responsible for compliance with such statutes.
- B. **WAIVER:** The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The waiver of one or more provisions of this Agreement does not act as a waiver of the entire Agreement. If one provision is deemed modified or waived by agreement of the parties, the Agreement shall continue to be valid between the parties with the modification as agreed upon.
- C. **SEVERABILITY:** In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of the Agreement shall remain in full force and effect.
- D. **RESPONSIBILITY FOR PATIENT CARE:** Hospital will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of Hospital and/or the direct or indirect care of patients.

- E. **INSURANCE**: LFUCG agrees to maintain, through a program of self-insurance, general and public officials liability insurance coverage for Students with minimum limits of \$1,000,000.00 per occurrence covering, among other things, the acts or omissions of Students while participating in the clinical learning experience contemplated hereunder. LFUCG agrees, prior to the initiation of the clinical learning experience, to provide a Certificate of Insurance evidencing such coverage. LFUCG warrants that participating Students are covered parties. Any such insurance coverage will provide that Hospital shall receive insurance policy cancellation notifications per the policy provisions. If LFUCG learns that coverage for students, instructors or faculty advisors has been or will be terminated, LFUCG will notify Hospital as soon as possible. LFUCG acknowledges legal responsibility and assumes all risks of personal injury, property damage, and other injuries or damages attributable to the negligent acts or omissions of Students while participating in the clinical learning experience, including without limitations those liabilities arising from any and all clinical care provided by Students and Students' obligation of confidentiality while participating in the clinical learning experience.
- F. **COOPERATION IN THE EVENT OF A CLAIM.**
- 1) In the event LFUCG becomes aware of any potential claim, incident, injury or allegation (the “**Event**”) related to this Agreement or the student’s participation in a clinical rotation at Hospital, LFUCG shall provide Hospital with written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances or the alleged incident, the addresses of the available witnesses and details following any investigation performed by LFUCG related to the Event.
 - 2) Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with each other in the conduct of any suits arising from a student’s participation in a clinical experience at Hospital.
- G. **TERMINATION OF STUDENT PARTICIPATION**: The parties agree that Hospital may terminate a student's preceptorship at any time for any cause deemed sufficient by Hospital provided, however, that Hospital shall not act arbitrarily and the student will be given an opportunity to be heard prior to being terminated from the clinical educational experience.
- H. **NOTICE**: Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Hospital: UK HealthCare
800 Rose Street Rd
Lexington, Kentucky 40503
Attn: Hospital President

LFUCG: Lexington-Fayette Urban County Government
Division of Fire & Emergency Services
219 East Third Street
Lexington, Kentucky 40508

- I. **GOVERNING LAW:** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky.
- J. **HEADINGS:** The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.
- K. **COMPLETE AGREEMENT:** This constitutes the full and complete Agreement by and between the parties with respect to the matters hereinabove set forth and all oral agreements and/or discussions are merged herein and are null and void to the extent they are in conflict herewith and no changes, alterations, modifications, or qualifications shall be had in the terms and conditions or provisions of any paragraph or item of this Agreement except the same shall be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**UNIVERSITY OF KENTUCKY
HEALTHCARE**

By: 

Date: _____

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: 

Title: Mayor

Date: 2/25/25

EXHIBIT A
STATEMENT OF UNDERSTANDING

I, _____, by signing this Statement of Understanding, do hereby represent that I have read and understand the following:

1. The program in which I am enrolled requires a period of assigned guided clinical experiences in facilities other than LFUCG.

2. The clinical experiences will be assigned for their educational value. Thus, I will not be entitled to any wages, workers' compensation or other benefits, either from the LFUCG or from the Hospital.

3. While in the hospital facility, I will conduct myself in accordance with its rules, policies, procedures and regulations. Further, I will be subject to the supervision of both Hospital personnel and the LFUCG faculty.

4. I understand that neither Hospital nor LFUCG are responsible for injuries which I incur solely as a result of my own negligence. I acknowledge that LFUCG has encouraged me to acquire personal medical and hospitalization insurance.

5. I have read and agreed to LFUCG's policies, rules and regulations related to the program for which I have enrolled.

6. I understand that information regarding patients or former patients is confidential and is to be used only for clinical purposes. I agree to maintain permanently the confidentiality of all patient information obtained during my clinical experience.

7. I understand that the educational experience in which I am involved will in no way entitle me to a job at the Hospital.

8. I understand that any action on my part which is not fully consistent with the above statements may warrant removal from the clinical experience at the Hospital.

9. I hereby release and forever discharge LFUCG and Hospital, their officials, employees, agents, representatives, successors and assigns, from any claims, demands, damages, or injuries or causes of action whatsoever which may arise as a result of my involvement in the training program.

I have read and understand the above statements and accept them as conditions of my enrollment and participation.

Date: _____

Student

Witness

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into on 7 day of February, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates \$50,000 in funds to the SUBRECIPIENT, Arbors Youth Services Inc, with Unique Entity Identifier FKDEQFFSJ46 for operation of an Outreach Center for youth ages 18-24 that are homeless, living on the streets, or at risk of homelessness;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for operating an Outreach Center that provides outreach, education and facility services to youth ages 18-24 that are homeless, living on the streets, or at risk of homelessness. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

SUBRECIPIENT expects to serve 75 unique youth between the ages of 18-24 in its Outreach Center. Service activities will result in the following annual outputs:

- 25 youth will access shelter as a result of referral to the Continuum of Care;
- 50 safety plans created;
- 1,500 meals served;
- 1,000 basic need/survival items will be distributed;
- 400 showers;
- 500 units of transportation;
- 30 mental health referrals will be completed;
- 85% of 75 youth accessing services will show an increased sense of safety;
- 35% of youth accessing outreach services will achieve safe exits to stable living conditions; and
- 50% of youth accessing outreach services will pursue educational goals or obtain employment.

D. Budget and Use of Funds

Funds in the amount of \$50,000 shall be used exclusively for salaries, fringe benefits, and other (see budget narrative in application). The approved budget is below:

Salaries	\$42,276
Fringe	\$ 5,679
<u>Other</u>	<u>\$ 2,045</u>
Total	\$50,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$50,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible

expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	Due
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of youth served by the Outreach Center between the ages of 18-24 that are homeless, living on the streets, or at risk of homelessness. It is estimated that 75 youth will be served.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. **HMIS & COORDINATED ENTRY**

A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and Urban Development. HMIS 640 reports are due at least quarterly to the GOVERNMENT, unless otherwise instructed.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with

other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

IV. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

- a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- b. Proceeds from the disposition of equipment purchased with CDBG funds;
- c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
- d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of \$25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of \$25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with

standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action

employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 and implementing it implementing regulations at 24 CFR part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and

employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

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

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an

active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

- A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This

indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
 2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.
- G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address

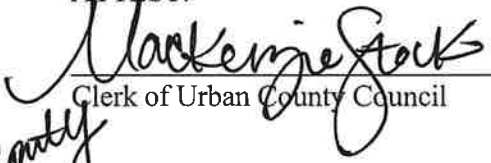
as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.


**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: 
Linda Gorton, Mayor

ATTEST:


Clerk of Urban County Council
Deputy

ARBOR YOUTH SERVICES, INC.

BY: 
Joshua McKinley
Interim Executive Director