

AGREEMENT

THIS AGREEMENT, made and entered into on this 25th day of Sept, 2015, 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 non-stock, non-profit Kentucky corporation, organized pursuant to KRS Chapter 273, and whose mailing address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, the Government has been awarded federal funds from the U.S. Department of Housing and Urban Development, under the Emergency Solutions Grant program, to provide for the case management services for households between the ages of 18 and 24 who are homeless or at risk of homelessness;

WHEREAS, the Government's 2015 Consolidated Plan provides for the allocation of funds to the Subrecipient for the purpose of supporting case management services for households between the ages of 18 and 24 who are homeless or at risk of homelessness;

WHEREAS, the Government's responsibility for ensuring compliance with all grant requirements by Subrecipient entities necessitates an agreement with the Subrecipient.

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

ARTICLE I

Obligations of the Government

The Government assumes the following obligations:

1. To provide Eleven Thousand Four Hundred and Fifty-Seven Dollars (\$11,457.00) in grant funds to Arbor Youth Services, Inc., located in Lexington-Fayette County, for case management support for households who are homeless or at risk of homelessness.
2. To prepare and submit any necessary reports to the funding agencies.
3. To share responsibilities with the Subrecipient for the approval of disbursements of the grant funds.
4. To monitor Subrecipient in operation of herein described services to ensure compliance with regulations at 24 CFR Part 576.

ARTICLE II

Obligations of the Subrecipient

The Subrecipient assumes and makes the following obligations and representations:

1. To provide case management services for eligible households who are homeless or at risk of homelessness in accordance with the federal regulations at 24 CFR Part 576, and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County Government.
2. To comply with written standards for the provision of assistance under the Emergency Solutions Grants program and to apply these standards consistently for all program participants.
3. To provide, from its own revenues, matching funds equal to the amount of grant funds expended. Matching funds shall consist only of Subrecipient's revenues and shall contain no funds derived from other federal grant sources.
4. To provide for appropriate staff to operate the herein described services.
5. To expend all grant monies by June 30, 2017.

ARTICLE III

Program Requirements

1. Grant monies will be used solely for housing search and placement and housing stability case management services for households between the ages of 18 and 24 who are homeless or at risk of homelessness, as provided by 24 CFR 576.105 (b) (1) and (2), in conjunction with the Lexington-Fayette Urban County Government's Division of Adult and Tenant Services' Homelessness Prevention Component and Rapid Rehousing Component, as funded under the Emergency Solutions Grants Program. The Government's written standards are attached as **Exhibit 1**.

(1) *Housing search and placement.* Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- (A) Assessment of housing barriers, needs, and preferences;
- (B) Development of an action plan for locating housing;
- (C) Housing search;
- (D) Outreach to and negotiation with owners;
- (E) Assistance with submitting rental applications and understanding leases;
- (F) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
- (G) Assistance with obtaining utilities and making moving arrangements; and
- (H) Tenant counseling.

(2) *Housing stability case management.* Emergency Solutions Grants Program funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- (A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- (C) Counseling;
- (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- (E) Monitoring and evaluating program participant progress;
- (F) Providing information and referrals to other providers;
- (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- (H) Conducting re-evaluations required under § 576.401(b).

2. The Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for assistance and the amount and types of assistance the individual or family needs to obtain or regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e). The Subrecipient must maintain and follow written intake procedures to ensure compliance with the definition of "homeless" or "at risk of homelessness" as provided by 24 CFR 576.2. Checklists are attached as **Exhibits 2 and 3**. The Subrecipient must require documentation at intake to establish and verify at-risk of homelessness or homeless status, and must complete the Housing Barriers Assessment Tool, attached as **Exhibit 4**. The procedures to be used establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. The Subrecipient agrees to fully comply with 24 CFR 576.500 in the documentation of client eligibility for prevention services. Documentation Checklist for Income Eligibility is attached as **Exhibit 5**. For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

At risk of homelessness means:

An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them becoming "homeless"; and, (iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution);

Homelessness prevention assistance may be provided to individuals and families who are defined as being at risk of homelessness and those meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR 576.2

Rapid re-housing assistance, may only be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

3. Subrecipient agrees that herein described grant funds may only be used to pay for salary and fringe benefits of a case manager, local travel, training costs and licensure costs for participation in Kentucky Housing Corporation's HMIS.

4. Subrecipient shall make recommendations to the Division of Adult and Tenant Services for assistance as follows: Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, (**Exhibit 6**) and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507). For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located. **Exhibits 7, 8, and 9** are attached for use in documenting rent reasonableness, income, and utility allowances. The Division of Adult and Tenant Services shall review Subrecipient's recommendations and recommend approval/disapproval.

6. The Subrecipient shall negotiate a rental assistance agreement for execution between the property owner and the Lexington-Fayette Urban County Government's Division of Adult and Tenant Services. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the Lexington-Fayette Urban County Government's Division of Adult and Tenant Services a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant. See **Exhibit 10**.

7. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The Subrecipient may not request federal funds for the payment of late payment penalties.

8. Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease.

9. All program participants must reside in Fayette County during the period in which the housing search and placement and housing stability case management services is provided.

10. The Subrecipient must re-evaluate each program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance. (See **Exhibit 11**). At a minimum, each re-evaluation of eligibility must establish that:(i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and, (ii) The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance. The Subrecipient may require each program participant receiving homelessness prevention to notify the Subrecipient regarding changes in the program participant's income or other circumstances (*e.g.*, changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the Subrecipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs. When determining the annual income of an individual or family, the Subrecipient must use the standard for calculating annual income under 24 CFR 5.609. The Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent

living; and, other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:(i) Medicaid (42 CFR chapter IV, subchapter C):(ii) Supplemental Nutrition Assistance Program (7 CFR parts 271-283):(iii) Women, Infants and Children (WIC) (7 CFR part 246):(iv) Federal-State Unemployment Insurance Program (20 CFR parts 601-603, 606, 609, 614-617, 625, 640, 650):(v) Social Security Disability Insurance (SSDI) (20 CFR part 404):(vi) Supplemental Security Income (SSI) (20 CFR part 416):(vii) Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226)):(viii) Other assistance available under the programs listed in § 576.400(c).

11. While providing homelessness prevention or rapid re-housing assistance to a program participant, the Subrecipient must require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area. The Subrecipient is exempt from the requirement under paragraph (e)(1)(i) of this section if the Violence Against Women Act of 1994 (42 U.S.C. 13701 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits that Subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

12. If a program participant violates program requirements, the Subrecipient may terminate the assistance in accordance with a formal process established by the Subrecipient, with the approval of the Government, that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. To terminate rental assistance to a program participant, the required formal process, at a minimum, must consist of a written notice to the program participant containing a clear statement of the reasons for termination, a review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and, a prompt written notice of the final decision to the program participant. Termination under this section does not bar the Subrecipient from providing further assistance at a later date to the same family or individual.

13. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all housing occupied by program participants. LFUCG Division of Grants and Special Programs will inspect units for compliance. Subrecipient will be responsible for distributing "Protect Your Family From Lead In Your Home," (EPA-747-K-12-001) to program participants residing in rental units build before 1978. Subrecipient shall be responsible for documenting compliance.

14. The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum standards established by the International Property Maintenance Code as approved by the LFUCG. LFUCG Division of Grants and Special Programs will inspect units for compliance.

15. For each participant, Subrecipient shall submit to Lexington-Fayette Urban County Government's Division of Adult and Tenant Services a summary of assistance to be provided, documentation of client income and rent reasonableness, copy of rental assistance agreement, and HMIS 631 report. Lexington-Fayette Urban County Government's Division of Adult and Tenant Services shall review documentation and submit to the Division of Grants and Special Programs for processing of rental and utility payments.

16. Subrecipient shall submit monthly invoices to the Government showing expenses incurred. Invoices shall include copies of employee timesheets, payroll registers, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall include correct copies of the 625 and 631 reports from the KHC-HMIS for the same month accompanied by a list of client IDs of persons served for the month. Subrecipient shall submit documentation for employee fringe benefits for which reimbursement is requested. Monthly invoices shall also include Subrecipient's documentation and source of matching funds. The Subrecipient shall provide cost analysis for all expenses, excluding client rents, deposits, and utility bills.

17. Subrecipient shall submit to the Government, for each month during which these grant funds are used, a monthly report describing the clients served during the month. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin,

veteran status, disability, and family status of individuals served during the month. Data shall be aggregate statistics rather than individual level, and shall be in the form prescribed by the Government. Monthly reports shall be submitted no later than 30 days following the end of each month.

18. Subrecipient shall submit to the Government an annual report describing the clients served during the year. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the year. Annual reports shall also include information on the unduplicated number of homeless persons served by facility type. Data shall be aggregate statistics rather than individual level, and shall be in the form prescribed by the Government. Annual reports shall be submitted no later than 30 days following the end of each fiscal year.

19. Subrecipient shall submit to the Government a report on the age, race, sex, and disability status of the Subrecipient's employees. This report shall be submitted to the government no later than July 30 of each year in which these federal funds are expended by the Subrecipient.

20. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Government or the Subrecipient, or a parent or subsidiary of the Subrecipient. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply: (1) No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

21. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants. Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

22. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

23. The Subrecipient must ensure that data on all persons served and all activities assisted under ESG 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.

24. The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include: (1)

Shelter Plus Care Program (24 CFR part 582); (2) Supportive Housing Program (24 CFR part 583); (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882); (4) HUD—Veterans Affairs Supportive Housing (HUD—VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110-161 (2007), 73 FR 25026 (May 6, 2008)); (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*)); (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa-5)); (7) Healthcare for the Homeless (42 CFR part 51c); (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*)); (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc-21 *et seq.*)); (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act); (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*)); (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975)); (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021); (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043); (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61); (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031); (17) Homeless Veterans Dental Program (38 U.S.C. 2062); (18) Supportive Services for Veteran Families Program (38 CFR part 62); and (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).

25. Once the Lexington-Fayette County Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, the Subrecipient must use that assessment system. The Subrecipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system.

ARTICLE IV

Additional Requirements

1. The Subrecipient must maintain current accurate records necessary to document compliance with the grant requirements for a period of three (3) years following final expenditure of grant funds. These records shall include, but not be limited to: receipts, payroll, demographic data on clientele, and other relevant records. The Government will have access to and the right to inspect, copy, audit and examine all such records.

2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Subrecipient shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

3. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 through 3619, and all implementing regulations and executive orders; shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). Consistent with Title VI and Executive Order 13166, the Subrecipient is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

4. 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 Grantee 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.

5. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).

6. The Subrecipient shall administer a policy designed to ensure that its organization is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

7. 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. 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. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Government policy concerning Subrecipient audits and, as applicable, 2 CFR 200. 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 Subrecipient's fiscal year. 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.

8. The Subrecipient agrees to comply with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" 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. The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Include both.

9. The Subrecipient shall comply with the requirements of Section 832(e) (2) (c) of the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625) which states that procedures must be developed and implemented to insure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services.

10. 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 agreement 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 agreement 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 agreement.

For the purposes of this Indemnity Provision:

- a) 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.
- b) 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.
- c) 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.

11. No right, benefit or advantage inuring to the Subrecipient and no burden imposed on the Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

12. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Subrecipient.

13. 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.

14. Subrecipient certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

- a) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- d) Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

LIST OF EXHIBITS

Exhibit 1	Government's Written Standards (ESG Guidelines)
Exhibit 2	Homeless Checklist
Exhibit 3	At-risk Checklist
Exhibit 4	Housing Barrier Assessment Tool
Exhibit 5	Income Checklist
Exhibit 6	Fair Market Rent
Exhibit 7	Rent Reasonableness Checklist
Exhibit 8	Documenting Income
Exhibit 9	Utility Allowances
Exhibit 10	Rental Assistance Agreement
Exhibit 11	Recertification Requirements


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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY:  _____

Jim Gray, Mayor

ATTEST:


Clerk of Urban County Council

SUBRECIPIENT: ARBOR YOUTH SERVICES,
INC.

BY:  _____

Falon Curtis - Executive Director
Name and Title of Authorized Official