

## AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this 29<sup>th</sup> day of May 2021, 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 COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as 'SUBRECIPIENT').

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated January 29, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$5,000,000 of Emergency Assistance Program funds passed through from the U.S. Department of Treasury for the purpose of the operation of a housing stabilization program;

WHEREAS, GOVERNMENT and SUBRECIPIENT amended the Agreement on February 9, 2021 ("First Amendment"), to revise the period of performance stated in the Agreement;

WHEREAS, the Agreement required the SUBRECIPIENT to use HMIS software;

WHEREAS, the parties desire to change the software used to prepare reports required by this Agreement;

WHEREAS, the Agreement required the use of all federal funds provided under the Agreement by December 31, 2021;

WHEREAS, the American Rescue Plan Act of 2021 extended the time to expend these funds until September 30, 2022;

WHEREAS, the parties now desire to amend the Agreement to reflect these changes;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and 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:

The fourth paragraph of Section I. F of the Agreement is amended to read as follows: **RECEIVED**

Reconciliation reports will also contain:

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- Name and address of all households served including benefit amount and type per household;
- List of vendors paid and amounts;
- Neighborly program data reports as determined by GOVERNMENT;

**GRANTS & SPECIAL PROGRAMS**

- Any other documents which may be required by the GOVERNMENT as additional guidance is provided by the Department of Treasury.
- All documentation required for client files must be uploaded into the Neighborly program software and will be reviewed by GOVERNMENT as part of reconciliation report.

Section I.G of the Agreement, as amended by the First Amendment, is further amended to read as follows:

G. Schedule – Time of Performance

The term of this Agreement shall be from February 1, 2021 until September 30, 2022.

Section II.C.i of the Agreement is amended to read as follows:

C. Client Data and Other Sensitive Information

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by Section 501(g)(4). The SUBRECIPIENT must further develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives ERAP assistance will be kept secure and confidential;

Section III.B of the Agreement is amended to read as follows:

B. Reports

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under ERAP are entered into the Neighborly program software.

In all other respects, except as specifically modified herein, the terms of the Agreement dated January 29, 2021, as amended on February 9, 2021, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT



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Linda Gorton, Mayor

COMMUNITY ACTION COUNCIL



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Sharon Price, Executive Director