

AGREEMENT

THIS AGREEMENT, made and entered into on this 9th day of May, 2024, 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 **AVOL KENTUCKY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 1824 Hill Rise Dr, Suite 100, Lexington, Kentucky 40504 (hereinafter referred to as "SPONSOR").

WHEREAS, the GOVERNMENT has applied for and received federal funds from the United States Department of Housing and Urban Development under the Housing Opportunities for Persons with AIDS Program CFDA No. 14.241 (Grant Number KY-H200017);

WHEREAS, the GOVERNMENT'S approved application for federal funding provided for the designation of the SPONSOR as the entity responsible for carrying out project activities;

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

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. SCOPE OF SERVICES

A. ACTIVITIES

1. The SPONSOR shall be responsible for administering a Housing Opportunities for Persons with AIDS program in a manner satisfactory to the Government, in accordance with the federal regulations at 24 CFR Part 574, consistent with the approved grant application and subsequently approved grant agreement and amendments, and with all applicable federal, state, and local laws and regulations, attached herein by reference. The SPONSOR shall adopt and follow written procedures governing the operation of all activities described herein. The program to be administered shall include the following activities:
2. SPONSOR shall maintain the operation of 7 units of housing at Solomon House located at 851 Todds Road, Lexington, Kentucky including property management, maintenance, security, upkeep, utilities and related operating costs.
3. SPONSOR shall provide tenant-based rental assistance to 8 clients annually for a period of three years.
4. SPONSOR shall meet the case management, medical, nutritional, and personal care needs of 35 individuals per year in currently funded housing facilities for a period of 3 years.
5. SPONSOR shall provide education about this program and available services to 300

- clients annually for a period of three years.
6. SPONSOR shall provide permanent housing placement services to 13 clients annually for a period of three years.
 7. SPONSOR shall be responsible for administration of its program at a cost not to exceed seven (7) percent of the total amount of federal funds received under the terms of this Agreement.
 8. SPONSOR shall also participate in program evaluation activities as may be required by the GOVERNMENT and the U.S. Department of Housing and Urban Development.

B. MONITORING

The GOVERNMENT will monitor the performance of the SPONSOR under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SPONSOR within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

C. PROGRAM BENEFIT

The SPONSOR certifies that the activities carried out with funds provided under this Agreement will benefit low-income persons, as defined by the U.S. Department of Housing and Urban Development, who have acquired immunodeficiency syndrome or a related disease and the families of such persons.

D. LEVELS OF ACCOMPLISHMENT

The SPONSOR agrees to accomplish the outputs that are detailed in the approved grant award in Form HUD-40110-B that is attached as EXHIBIT 1.

E. LEVERAGED RESOURCES

The SPONSOR shall submit no less than annually documentation of the leveraged resources committed to the project in the total amount of \$102,311. This shall include source documentation by the third party provider.

II. TIME OF PERFORMANCE

The term of this Agreement shall be May 2024, through April 30, 2027.

III. BUDGET

The amount of funds available to the SPONSOR under the terms of this Agreement is \$1,461,588.00. Funds may be used for the following approved activities in the indicated amounts:

Operating costs of Solomon House	\$773,336
Tenant Based Rental Assistance.....	\$236,750
Supportive Services	\$245,300
Housing Information Services	\$ 66,750
Permanent Housing Placement Services	\$ 37,141
Administration	\$ 102,311
TOTAL.....	\$1,461,588

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$1,461,588.00

The SPONSOR shall invoice the GOVERNMENT at least monthly for the reimbursement of actual expenditures incurred. SPONSOR'S invoice must be for the services and eligible expense specified in the approved grant application or as in approved amendments. SPONSOR'S invoice must include copies of invoices for services and goods purchased in the operation of this program. SPONSOR shall submit documentation of cost analysis of all expenses. SPONSOR should submit employee timesheets and payroll reports as documentation of personnel costs. SPONSOR shall provide documentation of the costs for fringe benefits.

V. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VI. REPORTING

SPONSOR shall provide the GOVERNMENT with an Annual Progress Report 30 days after the end of each operating year. The Annual Progress Report shall provide all information requested on form HUD-40110-C and shall include the following information:

1. A narrative description of the principal activities carried out during the program year which shall include the specific objectives of the project and the SPONSOR'S success in meeting those objectives. The narrative description shall also include a discussion of the barriers encountered in implementation and recommendations for program improvements.
2. A description of the numbers of persons and families assisted during the program year along with their characteristics including age, gender, race, income, recent living situation, and for those clients who leave the program the reasons for departure.

3. A report on the financial status of the program including summary expenditure information and information on housing assistance and supportive services by each site. Financial status shall also include documentation of leveraged resources.
4. SPONSOR agrees to comply with data submission as may be required by the U.S. Department of Housing and Urban Development.
5. SPONSOR shall also report all vacancies in Solomon House as they occur and shall report when vacancies are filled.

The SPONSOR must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required. SPONSOR agrees to enter client level data into the community-wide Homeless Management Information System (HMIS) in accordance with standards of the U.S. Department of Housing and Urban Development.

VII. GENERAL CONDITIONS

- A. The SPONSOR agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 574 (the Housing and Urban Development regulations concerning Housing Opportunities for Persons with AIDS (HOPWA)). The SPONSOR also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SPONSOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SPONSOR 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 SPONSOR, 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 SPONSOR’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 SPONSOR and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SPONSOR shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SPONSOR.
- E. This Agreement, in accordance with 24 CFR 85.43 can be terminated if SPONSOR 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.
- F. GOVERNMENT and the SPONSOR 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SPONSOR agrees to comply with policies, guidelines, and requirements of 2 CFR part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SPONSOR shall administer its program in conformance 2 CFR part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The SPONSOR shall maintain all records required by the federal regulations specified in 24 CFR Part 574 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken is eligible under the relevant federal guidelines and that all program beneficiaries are eligible under the regulations.
- c. Records documenting compliance with the fair housing and equal opportunity components of the Program;
- d. Financial records as required by 24 CFR Part 574, and 2 CFR part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”).

2. Retention

The SPONSOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) 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 three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) 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 three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

The SPONSOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, unique client identifier, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the GOVERNMENT’S monitors or their designees and to representatives of the U.S. Department of Housing and Urban Development for review upon request.

4. Disclosure

The SPONSOR 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. SPONSOR shall obtain the written consent of its clients for review by the GOVERNMENT and by the U.S. Department of Housing and Urban Development.

5. Close-outs

The SPONSOR'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, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT) and determining the custodianship of records.

6. Audits and Inspections

All SPONSOR 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 SPONSOR within 30 days after receipt by the SPONSOR. Failure of the SPONSOR 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 SPONSOR hereby agrees to have an annual agency audit conducted in accordance with current GOVERNMENT policy concerning Subrecipient audits and 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").

C. Procurement

1. Compliance

The SPONSOR 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. All unexpended program income and program funds shall revert to the GOVERNMENT upon termination of this Agreement. All program assets (property, equipment, etc.) shall remain with the SPONSOR for use in operating housing and support services programs for low-income persons (and their families) who have AIDS or who are infected with the HIV virus.

2. Procurement Standards

The SPONSOR shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”).

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SPONSOR 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.

2. Nondiscrimination

The SPONSOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SPONSOR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The SPONSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The SPONSOR agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which

prohibits discrimination against the handicapped in any federally assisted program. The GOVERNMENT shall provide the SPONSOR with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. W/MBE

The SPONSOR 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 SPONSOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The SPONSOR 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.

3. EEO/AA Statement

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

4. Subcontract Provisions

The SPONSOR will include the provisions of Paragraphs IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SPONSOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Section 3 Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, 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 SPONSOR and any of the SPONSOR'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SPONSOR and any of the SPONSOR'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SPONSOR certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

b. Notifications

The SPONSOR 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.

3. Drug Free Workplace

The SPONSOR shall administer a policy designed to ensure that the programs operated by AIDS Volunteers, Inc., are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

D. Conduct

1. Assignability

The SPONSOR 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.

2. Subcontracts

a. Approvals

The SPONSOR 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.

b. Monitoring

The SPONSOR 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.

c. Content

The SPONSOR 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.

d. Selection Process

The SPONSOR shall undertake to insure 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.

3. Hatch Act

The SPONSOR 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.

4. Conflict of Interest

The SPONSOR agrees to abide by the provisions of 24 CFR 570.625 with respect to conflicts of interest, 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 SPONSOR further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SPONSOR hereunder.

5. Lobbying

The SPONSOR 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. Lobbying Certification - Paragraph 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. Refer to 24 CFR part 87 ("New Restrictions on Lobbying").

6. Debarment and Suspension

The SPONSOR 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:

(1) 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;

a. 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;

b. 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

c. Have not within a three-year period preceding this bid has one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

(2) Where the SPONSOR, subcontractor is unable to certify to any of the statements in this certification, such prospective SPONSOR, subcontractor shall provide a written explanation

6. Copyright

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.

7. Religious Organization

The SPONSOR agrees that funds provided under this Agreement will not be utilized 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).

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT



Linda Gorton, Mayor

ATTEST:



Clerk of Urban County Council

AVOL KENTUCKY, INC.



Jon Parker, Executive Director