

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

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

I. PURPOSE OF THE GRANT.

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

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

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

II. SERVICES PROVIDED BY GRANTEE UNDER THE GRANT.

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY OF RECORDS.

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

VI. INTELLECTUAL PROPERTY.

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

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

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

b. Indemnification

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

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

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

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

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

VIII. INFORMATION USES; COMMUNICATIONS; PUBLICITY; PUBLICATION.

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

IX. INSURANCE.

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

a. General Liability.

Each Occurrence \$1,000,000

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

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

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

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

X. TERMS OF AGREEMENT; TERMINATION.

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

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

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

XI. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

Lexington-Fayette Urban County
Government

Organization

Signature

LINDA GORTON

Printed Name

MAYOR

Title

Date

Anthem Kentucky Medicaid

Company



Signature

Nicole Basham

Printed Name

Director and Chief Operating Officer

Title

10/15/19

Date