

LEHIGH VALLEY HOMELESS VETERAN FUND GRANT AGREEMENT

The following information establishes the terms and conditions upon granting funds from the Lehigh Valley Homeless Veteran Fund of the Lehigh Valley Community Foundation (LVHVF).

1. Grant Award. Subject to the terms and conditions of this Agreement and the availability of LVHVF funds, the Foundation hereby grants the funds stated in the award notification to the Grantee to support the activities described in the Grantee's approved project plan. The Grantee shall utilize the grant-funds solely to carry out the approved project in accordance with the approved project plan budget. You are also confirming you will provide us with immediate written notification of: (1) any changes to your organization's tax-exempt status or (2) the inability to expend the grant for the specified charitable purpose. Upon receipt of grant funds, the Grantee shall promptly deposit the funds in a separate, interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, NCUA or equivalent governmental insurer. The Grantee shall expend any interest earned on the deposited grant funds in accordance with this Agreement and for no other purposes. We ask that when reporting or acknowledging this grant, you please refer to it as "a grant from the Lehigh Valley Homeless Veterans Fund of the Lehigh Valley Community Foundation."
2. Eligible Veterans. The Grantee shall provide all services to or open activities described in the approved project plan to all eligible veterans without regard to membership in or affiliation with a particular veterans organization.
3. Term. The term of this Agreement shall commence on **May 1, 2021** and shall terminate on **April 20, 2023** ("Term"), unless sooner terminated pursuant to paragraph 5. The Effective Date shall be the date that this Agreement is fully executed by the Grantee and the Foundation. This Agreement is not binding in any way, nor will the Foundation be bound, until this Agreement has been fully executed and sent to the Grantee.

4. Period of Performance. The period of performance for this Agreement is **May 1, 2021 to April 30, 2023** ("Performance Period"). The Grantee may utilize grant funds received pursuant to this Agreement to pay for any expenses and costs incurred by the Grantee for the Project during the Performance Period to carry out the activities described in the approved project plan.
5. Termination. Funding is contingent upon meeting the agreed upon grant agreement terms and sufficient amount of progress on agreed upon project outcomes. If terms have not been met or there is not progress on meeting stated project outcomes, the grant agreement may be terminated, by giving written notice of termination to the Grantee and specifying the effective date of the termination. The Grantee shall return all unused grant funds and interest earned therefrom to the Foundation no later than thirty (30) calendar days after the Effective Date of the termination.
6. Progress Reports. Grantees shall, at minimum, provide quarterly progress reports to Tom Applebach at tapplebach@lehighcounty.org no later than thirty (30) days after the end of each quarter. Progress reports shall include information regarding the activities conducted or services performed during the reporting period, accounting and other financial statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow up reports, and any and all other information relative to the Agreement as may be requested by the Foundation.
7. Inspections and Monitoring. The Foundation or its representative may conduct reasonable inspections and monitor the Grantee's performance under this Agreement. The Foundation shall review Grantee's performance of activities and services, funding, execution, and documentation of expenditures on a continuing basis.
8. Maintenance of Books and Records. The Grantee, utilizing accepted procedures, shall maintain, at its principal office or place of business, complete and accurate records and

accounts, including documents, correspondence and other evidence pertaining to costs and expenses of this Agreement, and reflecting all matters and activities covered by this Agreement. The Grantee shall maintain all required books and records for a period of three (3) years from the expiration or termination of this Agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved. The Grantee shall safeguard all records containing Protected Health Information in accordance with Health Insurance Portability and Accountability Act of 1996 Privacy Rules set forth in section 160, 162, and 164 of Title 45 of the Code of Federal Regulations.

9. No Foundation Liability. The Foundation shall not be liable for any claims, damages or liability arising out of, or related to, Grantee's activities, equipment, personnel, programs or services funded in whole or in part pursuant to this Agreement.

10. Indemnification. The Grantee shall indemnify the Foundation and their agents or employees against any and all claims, demands, and actions based on or arising out of any activities performed by the Grantee and its employees and agents under this Agreement; and shall defend any and all actions brought against the Foundation, and their agents or employees based upon any such claims or demands.

11. Offset, Withholding, Recoupment. The Foundation may offset, withhold, or recoup grant funds if it determines that the expenditure(s) are or were not eligible or allowable under any policy, guideline, regulation, or requirement applicable to grant funding under this Agreement.

12. Project Audit and Closeout requirements.
 - a) The Grantee shall submit a final audit, performed by a Certified Public Accountant, that accounts for all expenditures of grant funds and accrued interest therefrom

("Project Audit") no later than six (6) months after the Termination Date of this Agreement.

- b) It is the sole responsibility of the Grantee to obtain a compiled financial statement or Project Audit as required by this Agreement.
 - c) The cost of obtaining a compiled financial statement or Project Audit shall be an allowable expense under this Agreement.
 - d) A Project Audit performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Agreement.
 - e) Project Audits must be conducted in accordance with the provisions of the then current U.S. General Accounting Office's Government Auditing Standards.
 - f) The compiled financial statement or Project Audit shall cover expenditures from the grant awarded under this Agreement and shall encompass the Period of Performance.
 - g) If the compiled financial statement or Project Audit discloses that the full amount of the grant award was not required to complete the Project or that grant funds were improperly used, the funds that were unused, improperly used, or expended but not required to complete the Project shall be repaid to the Foundation within thirty (30) days of submission of the compiled financial statement Project Audit.
 - h) All terms and conditions of this Agreement will remain in effect and be binding upon the parties until all reports, audits, and investigations related to the Project are submitted and accepted by the Foundation.
13. Temporary Suspension. The Foundation, at its sole discretion, may temporarily suspend payments, suspend all or any part of the services or activities performed pursuant to the Agreement or both, at any time, by giving the Grantee written notice of the suspension.

During the term of suspension, the parties shall retain and hold available any and all grant funds previously approved for application to the activities. The Grantee may not expend any such funds during the period that the Agreement is suspended, except as authorized pursuant to an order by a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Agreement within a period of time agreed to by the Foundation.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Foundation, the Grantee, and their respective successors and assigns.

15. Assignment. The Grantee may not assign or transfer its rights or duties under this Agreement without the prior written consent of the Foundation. Approval of an assignment does not establish any legal relationship between the Foundation and any other third party, and under no circumstances shall the Foundation be held liable for any act or omission committed pursuant to an assignment.

16. Amendments and Modifications. Modifications to the budget set forth in the approved project budget plan of no more than fifteen percent (15%) may be effectuated with the written approval of the Foundation upon written request by the Grantee. All other amendments or modifications to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

17. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby.

18. Applicable Law. This Agreement shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth of Pennsylvania.

AH of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.

19. Entire Agreement. This Agreement, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties. No provision of this Agreement shall be construed in any manner so as to create any rights in third parties not party to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the Foundation and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.