

Page 1 of 1  
Fayette  
July 1, 2023  
FY '24

## Attachment A

## Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:
2. Complete the objectives for FY '24 as set forth on the Service Delivery/Budget Back page hereto attached.
3. Submit monthly expenditure reports no later than the **8th of every month beginning August 8th** on the form(s) prescribed by the Bluegrass ADD. **Must match units reported in State Database System WellSky (SAMS).**
4. **Enter all service units into the WellSky SAMS system by the 5th of the month.**
5. **All invoice corrections must be submitted back to BGADD within 1 business day of notification of needed correction.**
6. **Assure that Senior Center Directors or appropriate staff attend required meetings and training, including Program Director meetings, conducted by or sponsored by the Bluegrass Area Agency on Aging.**
7. The Second Party's fees and expenses relative to the performance of the functions heretofore described shall not exceed the Federal/State amounts as shown in the Title III budgets hereto attached. Expenditures in excess of the attached amounts will be borne by Program Income and additional local funds.

The amount of local funds required will be computed as follows:

For Supportive Services, Congregate Meals, Home Delivered Meals : Expenditures will consist of **85%** of Federal monies and **15%** State monies, local monies and/or Second Party in-kind until the maximum amount of Federal/State is accessed. Thereafter, expenditures will consist of Program Income, local monies and/or appropriate in-kind. **Note: Program Income may not be used to meet the 15% match required.**

Failure of the Second Party to provide required local resources may result in proportionate reduction of Federal funds. The matching requirement must be met through provision of State funds, local cash, and/or Second Party In-kind contributions.

**ATTACHMENT C  
Certification Regarding  
Drug-Free Workplace Requirements (Grants)  
Alternative I for Grantees Other Than Individuals**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle V; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (Check One)**

**ALTERNATE I** - For applicant/grantees other than individuals:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - (e) Notifying the agency within ten calendar days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

**PLACE OF PERFORMANCE (Street address, city, county, state, zip code)**

195 Life Lane, Lexington, Fayette, KY 40502

\_\_\_\_\_ Check if there are workplaces on file that are not identified here.

Lexington-Fayette Urban County Government  
Organization Name

Lexington Senior Citizen Center  
Award Number or Project Name

Linda Gorton, Mayor  
Name and Title of Authorized Representative

Linda Gorton  
Signature

7/14/2023  
Date



Contract: AS-2023-2024  
Date: July 1, 2023

## **PROGRAM ADMINISTRATION CONTRACT**

THIS AGREEMENT, made and entered as of the 1<sup>st</sup> day of July, 2023, by and between the BLUEGRASS AREA DEVELOPMENT DISTRICT, hereinafter referred to as the BLUEGRASS ADD, and

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR  
CITIZENS CENTER**

**195 LIFE LANE, LEXINGTON, KY 40502**

hereinafter referred to as the SECOND PARTY,

WITNESSED THAT:

WHEREAS THE BLUEGRASS ADD, in the exercise of its lawful duties, has determined upon the necessity for the performance of the following functions, briefly described as:

(1) Administration of the TITLE III Grant from the United States Department of Health and Human Services (DHHS), Administration for Community Living pursuant to the Older Americans Act of 1965, as amended.

**Master Contract**  
**Buyer Name: Bluegrass Area Agency on Aging**  
**July 1, 2023 –June 30, 2024**

**FIRST PARTY:**

**BLUEGRASS AREA DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**Celeste Robinson, Director of Aging**

**SECOND PARTY:**

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR  
CITIZENS CENTER**

*Linda Gorton*  
\_\_\_\_\_  
**(Authorized Signature)**



**Linda Gorton, Mayor**  
\_\_\_\_\_  
**(Typed Name and Title)**

Title Page

For

**Sub-recipient - FY24 Title III, Homecare, SHIP, Title VII, Ombudsman, NSIP,  
Title IIIC Elder Nutrition Program Management**

**Memorandum of Agreement**

**Between a State Agency, Other Governmental Body, Political Subdivision, an Entity  
Qualified as Nonprofit under 26 U.S.C. sec.501(c)(3), or an Entity designated as  
For-profit**

Issued by

**The Bluegrass Area Development District  
Area Agency on Aging & Independent Living**

**SOLE POINT OF CONTACT**

Celeste Robinson  
Contract Specialist  
699 Perimeter Dr.  
Lexington, KY 40517  
Telephone: 859-269-8021  
E-mail: [crobinson@bgadd.org](mailto:crobinson@bgadd.org)

- Bid, Proposal, or Offer
- Bluegrass Area Development District or BGADD
- Bluegrass Area Agency on Aging and Independent Living, or BGAAAIL
- Commonwealth of Kentucky: Commonwealth, State
- Department for Aging and Independent Living, or DAIL
- Kentucky Cabinet for Health and Family Services, Cabinet for Health and Family Services, or CHFS
- Fiscal Year will be defined as the BGADD fiscal year: July 1 through June 30
- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

#### **1.04-Organization**

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-BGADD General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

#### **1.05-Definitions/Acronyms**

1. "AAAIL" means the Area Agency on Independent Living which resides within the Area Development District .
2. "ACL" means Administration for Community Living.
3. "Access Services" means services including transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services.
4. "ADD" means Area Development District
5. "Advertising costs" means the cost of advertising media (and corollary administrative costs). Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

19. "Counseling" means advisory services conducted by a certified or licensed professional or someone who has had approved training but not board certified to advise and enable the older person and their family to resolve problems or to relieve temporary stresses encountered by their family.
20. "DAIL" means the Department for Aging and Independent Living which shall serve as the state unit on aging as designated by the Administration on Community Living under the Older Americans Act (OAA)
21. "Disaster" means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, or hail storms, contaminated water, pandemics flu, nuclear war, radioactive waste leaks, snow storm, public health emergency, terrorist attacks, accidents, or explosions which result in a halt or temporary discontinuation of services.
22. "Disease Prevention and Health Promotion" means services which include health screenings and assessments; organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person sixty (60) or older.
23. "District" means Area Development District pursuant to KRS 205.455(4).
24. "District Long-Term Care Ombudsman" or "DLTCO" means the individual certified by the Kentucky Long-Term Care Ombudsman to implement the Ombudsman provisions of the approved contract agency as defined in 910 KAR 1:210 Section 1 (10).
25. "Education" means providing formal or informal opportunities for older individuals to acquire knowledge, experience, or skills.
26. "Emergency Meals" means meals furnished during inclement weather conditions, power failure, or any disaster that may cause isolation or create a special need pursuant to 910 KAR 1:190 Section 6.
27. "Evidence-based" means criteria required to implement Title III-D funded activities as specified by the ACL and approved by DAIL.
28. "First-tier (Tier I) subcontract" means a subcontract awarded directly by the District ADD for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.
29. "Frail" means functionally impaired in the performance of two (2) activities of daily living, three (3) instrumental activities of daily living, or a combination of one (1) activity of daily living and two (2) instrumental activities of daily living as defined in 910 KAR 1:180 Section 4 (1)(c).
30. "Friendly Visiting" means physically interacting with a client to offer comfort or assistance.
31. "Homecare Program" means a program that offers in-home support and services to individuals 60 year of age and over who have functional disabilities and are at risk of long-term institutional placement. Services include personal care, homemaker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment (core) as defined in 910 KAR 1:180 section 1 (11)(b).
32. "Information and Assistance" means a service for individuals that provides current information about services available within the community as defined in 910 KAR 1:170 Section 1(13).

50. "Second-Tier (Tier II) subcontract" means a subcontract awarded by a first-tier subcontractor for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.
51. "Senior Center Services" means the provision of activities that foster the health or social well-being of individuals through social interactions and leisure as defined in 910 KAR 1:170 Section 1(23).
52. "Service Level" means the minimum contact required through face-to-face visits and telephone calls by the case manager or social service assistant as defined in 910 KAR 1:170 Section 1(24).
53. "SHIP" means State Health Insurance Assistance Program which provides information and assistance to Kentuckians in reference to Medicare benefit assistance and other issues.
54. "Supplemental Services" means services provided on a limited basis through Title III E to complement the care provided by grandparents or caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies pursuant to the OAA, Part E, Section 373(b)(5).
55. "Supplies" shall include but is not limited to the following in-home items: incontinent supplies, support hose, nutrition supplements, hearing aid batteries, and glasses.
56. "SOP" means Standard Operating Procedure.
57. "Telephone Reassurance" means providing a wellness check by phone with the agreement of the individual in accordance with 910 KAR 1:170 (27).
58. "Third party in-kind contributions" means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.
59. "Title III" means programs under Title III of the Older Americans Act of 1965 as amended.
60. "Title III Administration" means administration of the programs for elderly Kentuckians under Title III of the Older Americans Act of 1965 as amended.
61. "Title III-B Supportive Services" means a service to provide community support to people age 60 years and older pursuant to the OAA as amended.
62. "Title III-B Ombudsman" means a program that advocates for the health, safety, welfare, and rights of long-term care residents pursuant to the OAA as amended.
63. "Title III-C1 Congregate Meals" means a meal provided to a qualified individual in a congregate or group setting pursuant to 910 KAR 1:190 Section 1 (6).
64. "Title III-C2 Home Delivered Meals" means a meal provided to a qualified individual in his or her place of residence pursuant to 910 KAR 1:190 Section 1 (14).
65. "Title III-D Disease Prevention and Health Promotion" means a service providing evidence-based disease prevention and health promotion programs to people 60 and older pursuant to the OAA as amended.
66. "Title III-E Caregiver Program" means the NFCSP which assists families to fulfill their roles as caregivers, pursuant to the OAA as amended.



- 4) Ensure ninety-nine percent (99%) of state funds shall be expended by June 30th.
  - A) 25% of all funds should be expended by the end of each quarter. Within 14 days of the end of each quarter, if 25% of funds have not been expended, the Contractor shall contact BGADD to discuss any issues and plans for spending the funds.
- 5) Provide local match equal to or greater than the amount in effect during the prior fiscal year.
- 6) Distribute client satisfaction surveys to measure outcomes and satisfaction. Client Satisfaction Surveys results must be submitted to BGADD/AAAAIL by May 30<sup>th</sup>, 2024.
- 7) Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults annually.
- 8) Provide documentation that all staff and volunteers have received training on Diversity/Equity and Inclusion annually. BGADD/AAAAIL will provide six (6) one-hour sessions of SAGE training in the first quarter of the FY for current staff. Staff will select one of the six available timeslots. New hires after these sessions have exhausted must receive DEI training from their employer.
- 9) Provide documentation of homemaker training.
- 10) Provide documentation at monitoring of sixteen (16) hours of training for case managers.
- 11) Submit the top three (3) findings of Homecare internal monitoring on October and April 1<sup>st</sup> of the current year and the actions taken to correct them.
- 12) Provide documentation that agency staff who interact with citizens have received training from the Office of Dementia Services
- 13) Maintain a resilient, disaster ready network by updating the county disaster plans annually and submit to BGAAAAIL.
- 14) 75% of homebound seniors will be offered an evidence-based physical activity program annually.
- 15) 90% of Senior Centers will offer one smoking cessation intervention annually.
- 16) Reduce number of seniors reporting social isolation by 3 percent through the use of evidence-based interventions each fiscal year.
- 17) Increase private pay, cost share, and voluntary contributions by 20% each fiscal year.
- 18) Title III Contractors, ensure representatives are appointed to the BGADD/AAAAIL Advisory Council and they attend at least 75% of the meetings.
- 19) Title III Contractors, ensure at minimum two (2) approved evidenced based programs will be conducted in each Senior Center annually.
- 20) All client documents and records shall be maintained electronically in the SAMS/WellSky database system by utilizing the File Attachment module for uploading client records.

7) SHIP: State Health Insurance Assistance Program:

The SHIP grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. The grant from ACL helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. The SHIP program shall provide the following:

- A) Counseling and assistance to eligible individuals in need of health insurance; information including but not limited to:
  - a. Information that may assist individuals in obtaining benefits and filing claims under Title XVIII and XIX of the Social Security Act.
  - b. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
  - c. Information regarding long-term care insurance.
  - d. Information regarding Medicaid programs, including Medicare Savings Programs.
  - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
  - f. Information regarding all Medicare health insurance coverage options.
- B) Counseling to individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- C) Systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal programs).
- D) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which include:
  - a. Medicare prevention and wellness benefits;
  - b. Fraud prevention and awareness initiatives; and
  - c. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program.
- E) Participate in the Health Insurance Marketplace as follows:
  - a. When needed, SHIP Staff should refer individuals to other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources.
  - b. To serve individuals who are dually eligible for Medicare and Medicaid, SHIP staff should be trained on changes to their state's Medicaid programs, in order to provide accurate counseling.

## 2.02 Reporting Requirements

### a) SAMS

1) Ensure all reported data is accurately reflected and documented in SAMS no later than the 5th of the following month. The SAMS report information shall match the information submitted on the monthly invoice documents for all programs. SAMS information shall include:

A) All data required by the ADRC.

B) Complete client records, including intake, screening, the DAIL approved assessment, DAIL approved plan of care, and service units.

### b) OAAPS State Program Reports

1) OAAPS reports are completed by the states to provide the Administration on Aging (AoA) with a review of the state's annual performance. Three principal types of data are included:

A) performance data on programs and services funded by the Older Americans Act (OAA);

B) demographic/descriptive data on the older adult population obtained from the U.S. Census Bureau and other sources; and

C) descriptive data on the infrastructure of home and community-based services in place to assist older persons, based on ACL studies and related reviews.

2) The state's annual OAAPS report is a roll up compilation of each individual contractor's OAAPS Report. In order to report the regional performance to the Department for Aging and Independent Living, the Contracted Provider shall:

A) Ensure missing data is not equal to or greater than three percent (3%) in any category.

B) Correct any missing data indicated by BGAAAIL within 2 business days of notification.

### c) Program specific reporting requirements

#### 1) Ombudsman

A) Ensure that the previous month's cases, complaints, and program activities are documented in WellSky Ombudsman by the 15th of each month.

B) Submit a quarterly report on the regional resolution rate to the Kentucky Long-Term Care Ombudsman and BGAAAIL. When the resolution rate is below 70%, submit a plan to increase the resolution rate for the following quarter. Quarterly reports are due October 1st, January 1st, April 1st, and June 30th.

#### 2.) Title III-B

A) Notify BGAAAIL of waitlist updates monthly.

5) SHIP

- A) Complete and electronically submit 100% of the SHIP Client Contact Forms resulting from one-on-one counseling, events, mailings, emails, fax transmissions, or other counselor to client correspondence, and the Public Outreach and Media Outreach forms according to ACL and DAIL guidelines in the STARS system.
- B) Report STARS data on a monthly basis. This includes data from the Client Contact form and the Public Outreach and Media Outreach and Education Forms.
- C) Submit and maintain registration of Local users of STARS via the STARS website.
- D) Implement STARS data system security procedures required by ACL that are designed to secure and protect the confidentiality of data submitted into the SHIP STARS database. This includes regularly confirming the status of SHP users who access the database, confirming users with unique IDs, and utilizing any other procedures that may be required to maintain a secure system. All passwords and password changes must comply with ACL security requirements. The Contractor shall comply with all ACL security requirements regarding the STARS user accounts associated with its program.
- E) A five percent increase in the number of client contacts from FY2023
- F) A five percent increase in the number of public outreach and education and media outreach and education from FY2023.
- G) Adhere to the designated Resource Report deadline, as established by DAIL. Failure to submit complete and timely information may affect funding.
- H) Submit monthly progress reports provided by DAIL, as required by policy on the fifteenth (15<sup>th</sup>) day of each month following the month of service. Failure to report complete and timely information may affect funding.
- I) Retain all records pertaining to the SHIP grant, including STARS data, for a period of three (3) years, after notification of award closeout, as set forth and described by 45 CFR 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
- J) Submit the training records for each activity including but not limited to:
  - a. A listing of staff and volunteers
  - b. The training attended
  - c. Date of completion
- K) Implement the Volunteer Recruitment and Program Management (VRPM) to expand volunteer recruitment, retention, management and training.
- L) Advertise SHIP services on the radio to help increase awareness
- M) Enhance its organizational websites for use as a volunteer recruitment tool in addition to providing general information to the public
- N) Create, during the OEP a Part D Savings spreadsheet for the beneficiaries currently receiving Medicare to track their current plans versus them enrolling in a lower estimated cost plan. This is required to be submitted to BGAAAIL twice during the OEP, on November 15<sup>th</sup> and then at the end of OEP.
- O) Screen everyone who contacts SHIP requesting assistance for LIS/MSP eligibility.

- 1) Services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services;
  - 2) In-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
  - 3) Legal assistance.
- c) Report to the State agency in detail the amount of funds expended for each service.
- d) Set specific objectives, consistent with State policy, for providing services and outreach to
- 1) Older individuals residing in rural areas;
  - 2) Older individuals with greatest economic need;
  - 3) Older individuals with greatest social need
  - 4) Older individuals with severe disabilities;
  - 5) Older individuals with limited English proficiency;
  - 6) Older individuals with Alzheimer's disease and related disorders and their caretakers;
  - 7) Older individuals at risk for institutional placement; and
  - 8) Low-income minority older individuals.
- e) Coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities.
- f) Serve as the advocate for older individuals within the community.
- g) The AAAIL shall collaborate with the Kentucky Department for Behavioral Health, Developmental and Intellectual Disabilities State level Mental Health and Aging Coalition and assist the local Mental Health and Aging Coalitions to reach the state level Coalition mission of educating the public, professionals, consumers, caregivers, and other stakeholders, regarding issues related to the aging process and mental health needs of older adults

## **2.05 General and Administrative Requirements**

The Bluegrass Area Agency on Aging and Independent Living, through a variety of contracted providers shall administer all the programs and provide for all the services in accordance with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations; and the terms set forth in this contract, including, but not limited to:

- 4) BGADD will never require more documentation of the direct service providers than DAIL requires of the BGADD such that the number of services provided or number of people served by the direct service provider cannot be counted in OAAPS.
- 5) BGADD will limit the amount of paperwork required of the direct service providers, including using technology where applicable.
- 6) Utilize the definitions of services provided in this contract including the DAIL taxonomy.
- 7) Assist BGAAAAIL in conducting client surveys regarding aging services. This may include but not be limited to phone surveys, in person interviews, questionnaires, or longitudinal surveys. Results of any surveys will be shared with the District.
- 8) Attend meetings as scheduled by BGAAAAIL, including in-person, telephonic and web-based meetings. When unable to attend, provide notification to BGAAAAIL at least one (1) business day in advance to make arrangements with the meeting coordinator to gather information discussed at the meeting.
- 9) Employ appropriately qualified and trained staff sufficient to carry out the number of programs and types of services provided for participants and provide adequate supervision. A copy of the Provider's current job descriptions must be available upon request.
- 10) Establish Internet access and maintain at least one business email address that will be the primary receiving point for all email correspondence from BGADD/AAAAIL. Provider must notify BGADD/AAAAIL of any email address changes within five (5) business days from the effective date of the change.
- 11) Provide at a minimum the equivalent insurance coverage for real property and equipment acquired or improved with funds under this contract. Providers must provide proof of coverage to BGADD/AAAAIL prior to the commencement, and throughout the grant period.
- 12) Adhere to all deadlines, deliverables, and performance measures stated in this Contract, unless otherwise instructed. Failure to meet deadlines, deliverables, and/or performance measures may result in loss of funds. Willful submission of incomplete or incorrect materials by a deadline in order to meet the deadline and later submit a corrected version will not be acceptable for this Contract and may result in loss of funds.
- 13) BGADD/AAAAIL reserves the right to alter deadlines, deliverables, and performance measures stated in this Contract if needed to comply with federal or state requirements, to improve the delivery of services, or to assist with the administration of this Contract.
- 14) Provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all services.
- 15) Provide staff training and information as needed concerning topic and information supplied by BGAAAAIL.
- 16) Ensure in-home service providers are following CDC guidelines for infectious disease control and are working with their local health department to mitigate the spread of infectious disease.

F) older persons with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caregivers of such individuals);

7) Identifying and serving older persons with the greatest economic or social need, with particular attention to low-income older individuals, including low-income minority older persons and older individuals with limited English proficiency.

8) Satisfying the service needs of low-income minority individuals in the area served by the Provider and serving low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the Provider.

9) Identifying the major languages other than English in the service area and developing a plan for providing service to clients proficient in languages other than English. This plan must include the components outlined in the Policy Guidance on the Title VI Prohibition against National Origin Discrimination as it Affects Persons with Limited English Proficiency which can be found at [www.lep.gov16](http://www.lep.gov16).

10) Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.

11) Coordination and utilization of the services and resources of other appropriate public and private agencies and organizations.

12) Obtaining participants' views on the services they receive. Eligible participants' input must be sought and utilized in the planning of services. The service provider must have procedures for obtaining the views of participants about the services they receive. Client surveys, interviews using a structured method to obtain information, complaint reviews, Boards of Directors or Advisory Council with more than 50% of members over the age of 60 are methods to meet this requirement.

13) Methods to carry out activities to identify older individuals with greatest economic need who may be eligible to receive, but are not receiving, supplemental security income benefits under Title XVI of the Social Security Act, medical assistance under Title XIX of the Social Security Act, and benefits under the Food Stamp Act of 1977 or benefits under any other applicable program. Contractors shall establish methods to assist older individuals in applying for such assistance and such benefits.

14) Procedures for inventory control in compliance with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds.

15) Methods to assure that older persons are provided with volunteer opportunities. Plans for recruitment, training, supervision and recognition shall be included.

16) Procedures for collecting, handling, counting and depositing contributions for Title III and Homecare services. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this Act if the method of solicitation is non-coercive. Contributions shall be encouraged for individuals whose self-declared income is at or above 185% of the poverty line.

## b) Cost Principles

The Provider is responsible for efficient and effective administration of federal/state awards and should administer funds consistent with this agreement, program objectives, and the terms and conditions of the funding awards. All costs should be allowable, reasonable, and allocable. BGADD reserves the right to work with the Provider to redesign a program to make it more cost effective and/or customized to a specific community.

### 1) Allowability of Costs

#### A) Funds cannot be used:

- (i) As match for another federal grant
- (ii) To influence political activities
- (iii) For the personal gain of an individual through gifts or cash payments
- (iv) For illegal activities or to purchase illegal products

#### B) Funds must be used:

- (i) For activities for which the grant is funded
- (ii) Documented properly

### 2) Reasonable Costs

A) The Provider cannot pay more for something than any other entity would in the same circumstances.

#### (i) The Provider is expected to:

- (I) Shop around
- (II) Buy the best quality at the best price
- (III) Seek guidance if unfamiliar with the quality and pricing of a product or service

## c) Match Requirements

1) Provide local match equal to or greater than the amount in effect during the fiscal year prior to the period covered by this contract. Failure to provide the required local match may result in a proportionate reduction of state funding.

2) Meet the match requirements through allowable costs and/or third-party in-kind contributions, state funds, or local cash.

3) Provide substantial documentation including, but not limited to, volunteer forms, provider invoices, and floor plan with square footage in order to verify match.



2) Records of expenditures must be maintained for each Award by the cost categories of the approved Budget and actual expenditures are compared with the Budgeted amounts at least quarterly.

3) Ensure that all time billed to case management is spent in administering, planning, facilitation, care coordination, evaluation, and advocating for options and services to meet individuals or caregivers needs through communications, resources, information, and clients' needs.

g) Unexpended Funds

1) Make every effort to expend funds in time allotted. The Provider shall communicate with BGADD frequently about the likelihood of unexpended funds in order for BGADD to identify opportunities for spending within the Region.

2) Upon confirmation of final closure of audit, or final expenditure report, any funds remaining from the allocation shall be refunded to BGADD.

h) Responsibilities

1) Acknowledge that for state-funded contracts, BGADD reserves the right to withhold payments under this Contract and provide services directly to the counties within the Region if BGADD determines that the Provider's performance under this Contract has endangered the health, safety, or welfare of its clients or if BGADD determines the Provider has failed to comply with Federal or State Laws, including the area plan requirements, regulations, or policies.

2) Acknowledge that if the Provider fails to meet any individual component of these requirements, it shall have all reimbursement request(s) held regardless of funding source, program, and amount until such time as the budget report complies with all requirements set forth above.

3) Monitor and respond to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by BGADD.

i) Audit Requirements

1) After acceptance by the Governing body, the Contractor shall submit an electronic copy of the final audit report and final audited invoice to BGADD by 4:30 pm Eastern Standard Time, December 31st of the current year. Failure to submit the final audit report by the due date may result in forfeit of unexpended funds.

2) The Contractor shall have a financial audit for the period ending June 30th of the current year conducted in accordance with:

A) Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements:

(i) Section 200.501 (a): non-federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit; or

(ii) Section 200.501(d): non-federal entities that expend less than \$750,000 in a year in Federal awards are exempt from a single audit.

10) Any correspondence from a federal agency with audit oversight to the Contractor that concerns financial or compliance issues of an audit, immediately upon receipt.

11) For questions concerning audit requirements or requests for audit deadline extensions, please contact the assigned BGADD Financial Liaison.

12) A copy of any Corrective Action Plan as a result of financial statement findings or federal awards findings and questioned costs sent by the Contractor as a response to the independent auditor or to a federal agency.

13) If the Contractor fails to meet any individual component of these requirements, all reimbursement requests shall be held for payment by BGADD regardless of funding source, program, and amount until the audit report complies with all requirements set forth above.

## **2.07 Program Requirements**

### **a) Service Population and Eligibility**

1) Serve any person age 60 years or older in need of service in the project area regardless of other eligibility criteria normally in use by the Provider. The Provider may not impose a requirement as to duration of residency or citizenship as a condition of service. (SHIP/Legal Services Provider only: except where the applicant is undocumented and does not meet the definition for service under VAWA and/or LSC.)

Service must be accessible and available to people with disabilities and limited English-speaking older persons. Priority must be given to providing services that will assist and benefit older persons with the greatest social need, economic need, limited English Proficient and those at risk for institutional placement.

2) Provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area:

- A) Older individuals (60+) with greatest economic need;
- B) Older individuals (60+) with greatest social need;
- C) Low-income minority older (60+) individuals; and
- D) Older individuals (60+) with limited English proficiency.

3) Maintain a policy and procedure that ensures Homecare service delivery is person centered and and to notify client of any change in schedule within one (1) business day.

4) Maintain a written policy and procedure regarding Homecare supplies noting that a limit has been set at seven-hundred dollars (\$700) per client per fiscal year, based on need.

5) Provide services throughout the entire service area for which funding is being awarded.

6) Ensure that client eligibility has been determined according to program regulations, prior to the provision of services and that required client information including eligibility, assessments, and journal entries are entered into the SAMS/WellSky database.

C) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which  
Include:

1. Medicare prevention and wellness benefits;
2. Fraud prevention and awareness initiatives; and
3. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program

b) Changes to Services

- 1) Notify BGAAAIL in advance of any planned closure of the Provider on a day that would normally be a working day (i.e. staff retreats, unofficial holidays). An agency calendar provided to BGAAAIL is sufficient.
- 2) Notify BGAAAIL as soon as a decision is made for an unplanned closure that will disrupt the provision of services (i.e. senior center or Provider office closed due to inclement weather).
- 3) Provide educational materials to each participant regarding substantial changes to the service delivery of programs within five (5) business days, when indicated to do so by BGAAAIL.
- 4) Post any information regarding local information and assistance changing in services, closure on website and social media.

c) Record Maintenance & Documentation

- 1) Ensure client records are transferred appropriately, when necessary. Upon termination of this Contract, copies of all appropriate records of all active clients and/or participant data shall be provided to the new service provider in accordance with policy.
- 2) Ensure the retention of client-specific records, in a secured physical or electronic location, for five (5) years after the last date of service. All records pertaining to the SHIP grant including STARS data shall be retained for a period of 3 years, after notification of award closeout, as set forth and described by 45 CFR 92.42. Copies or other facsimiles of program records, such as electronic media are acceptable substitutions for original documents.
- 3) Ensure that confidential data is destroyed in accordance with Federal, State, or local privacy laws and regulations.
- 4) Ensure that back-up documentation is provided for any and all expenditures and revenue claimed on all invoices including but not limited to detailed payroll reports, subcontractor invoices, financial system generated reports, and any additional requested documentation.
- 5) Ensure all client documentation is available for review in the SAMS/WellSky system.
- 6) Ensure documentation is available at monitoring and upon request by BGADD/AAAIL.
- 7) Submit required documentation electronically to the designated BGADD/AAAIL staff.
- 8) Ensure that SHIP staff members (including Volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHIP Security Plan Guidelines for safeguarding confidential beneficiary information.

-Complying with data and performance reporting through SHIP reporting and Tracking System (STARS)

-Policy and procedures for basic SHIP administration

-Volunteer Management

-Program Integrity and quality assurance

9) Participate in web-based and virtual trainings as directed by BGAAAIL.

10) Racial equity and cultural humility training, and organizational efforts reflective of the individuals residing in the region according to the most recent census report. Training should be provided by individuals or organizations with expertise in the field of racial equity and connected to organizational efforts that focus on external equity issues (e.g., program outcomes) as well as internal equity issues (e.g., a racially equitable workforce).

11) Homecare Case Managers shall work with the Kentucky Department of Veterans Affairs to ensure coordination of benefits to those who may be eligible for programs and assistance.

12) Ensure Homecare homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours' of coursework. In addition, new employees shall shadow an experienced homemaker for at least eight (8) hours.

(a) Training topics shall include but not be limited to:

- a. Working with Older Individual
- b. Working with Individuals with Disabilities
- c. Client Confidentiality
- d. Maintaining a Clean and Safe Environment
- e. Recognizing and Reporting Abuse, Neglect, and Exploitation
- f. Skills-related training to perform job duties
- g. Cultural humility
- h. Person-Centered services

(b) Training for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of eight (8) hours of training annually.

C) Persons employed as homemakers in programs funded through DAIL on or before July 1, 1988, and working continuously since that date, may be deemed to have met training requirements.

Each homemaker who produces proof of successful completion of Medicaid-approved aide training in a hospital, long-term care facility or home health agency shall be required to complete all units required by this policy, which were not included in the facility or home health curriculum.

- (g) Record all contacts with the client and/or caregiver, ensuring a minimum of one (1) contact per month
- (h) Do not duplicate Medicaid Waiver services and document ineligibility of same or similar services through Medicaid in the client's file
- (i) All documentation should be recorded in the state recording system (SAMS/WellSky)

C) Ensure that in-home service providers have a scheduling supervisor who monitors and communicates the delivery of services to the case management provider

D) Ensure staff fulfilling the duties of social service assistant (SSA) meet program qualifications per 910 KAR 1:180, 1 (19)(a-h)

f) Volunteers

- 1) Ensure volunteers that are providing direct service are trained on their role and the Federal, State, local, and contractual requirements of their duties.
- 2) Ensure volunteers performing the work of a paid staff position meet all qualifications of the position.
- 3) Maintain volunteer records including but not limited to training, total number of volunteers, training hours provided, job description, and work completed.
- 4) Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.

g) Acknowledgements

- 1) Ensure public awareness materials supported with state/federal funds and allocated to the Contractor through this Contract contain the following statement: "This information is made possible by state and/or federal funding provided by the Kentucky Department for Aging and Independent Living."

**2.08 Requirements Specific to Title III Programs**

a) Intake and Screening

- 1) Registered Services as Defined by the Administration on Community Living
  - A) Utilize ADRC screening to determine eligibility for Title III programs and to provide community resources to potential clients on the waiting list for Title III services.
  - B) Provide person centered planning and transition support for consumers and families with multiple needs.
  - C) Record in SAMS/WellSky those demographics required by the Administration for Community Living.

5. Recognizing and Reporting Abuse, Neglect, and Exploitation

6. Skills-related training to perform job duties

b. Trainings for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of six (6) hours of training annually.

C) Training plans must be approved by BGAAAIL.

D) A record of trainings and attendance must be kept and provided during monitoring or upon request.

a. Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

d) Additional Requirements for Ombudsman

1) Ensure compliance with 910 KAR 1:210.

2) Engage with community partners to inform and educate residents, organizations, the long-term care industry, and the general public on issues affecting the long-term care system, the Ombudsman Program, and resident rights per 910 KAR 1:210 Section 4(2)(j).

3) Participate in elder abuse prevention activities including but not limited to:

A) Training facility staff

B) Providing information to facility residents

C) Providing information to caregivers, family, friends, and support networks of facility residents

4) Ensure that for maintenance of effort, the Contractor shall expend on activities of the Ombudsman Program not less than the amount of Title III funds expended by the Contractor in Federal Fiscal Year 2019, pursuant to section 306 (9) (A) of the Older Americans Act. If the Contract fails to meet any individual component of this requirement it shall have a reduction in administrative funds equal to the unmet maintenance of effort for this program for the next fiscal year.

5) Provide thorough documentation in WellSky Ombudsman including but not limited to:

A) Ombudsman activities

(i) complaints closed

(ii) consultations to facility staff

(iii) information and assistance to individuals

(iv) participation in facility surveys

3. Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

g) Additional Requirements for Title III-C2 Home Delivered Meals

1) Administer Title III-C2 Home Delivered Meals in accordance with the OAA, 910 KAR 1:180, 910 KAR 1:190 and the provisions of this contract.

2) Provide one (1) hot or nontraditional home delivered meal per day, five (5) or more days per week.

3) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

A) The score assigned to each question and the total score shall be recorded in SAMS/WellSky and the participant's file.

4) Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

5) Ensure clients meet eligibility as outlined in 910 KAR 1:190 Section 2(3), Eligibility and document how participants of home delivered meals meet eligibility:

A) unable to attend a congregate site because of illness or an incapacitating disability and

B) there is no one in the home able to prepare a nutritious meal on a regular basis.

6) Provide documentation of approval for provision of non-traditional meals.

A) Include documentation of contact with participants who receive non-traditional meal delivery less than once a week.

B) Complete and retain non-traditional meal assessments on all Home Delivered Meal clients receiving non-traditional meals and record the following items in the participant's file:

(i) The need for further intervention as determined by a score of six (6) or greater.

(ii) Intervention provided based on score.

(iii) Follow up on previous interventions.

h) Additional Requirements for III-D Disease Prevention and Health Promotion (**Title IIIB Providers Only**)

1) Administer Title III-D Disease Prevention and Health Promotion services and information that are evidence-based at senior centers, at congregate meal sites, or through home delivered meals programs, or other appropriate sites in accordance to section 361 of the OAA, any policies and procedures required of the chosen program, and the provisions of this contract.

2) Ensure Title III-D funds are only utilized for programs that have been, through rigorous evaluation, demonstrated to be evidence-based and effective according to the definitions of the ACL and approved by BGAAAIL.

KRS 216.710 Personal services agencies

200 KAR 2:006 Employees' reimbursement for travel

910 KAR 1:140 Appeal Procedures

910 KAR 1:180 Homecare program for the elderly

910 KAR 1:190 Nutrition program for older persons

910 KAR 1:210 Kentucky Long-term Care Ombudsman Program

910 KAR 1:220 General administration, programs for older individuals and persons with disabilities

## **2.11 - Equipment and Property**

The Vendor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

### **A. Requirement of Inventory**

#### **1. Inventory Tracking**

The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture purchased with funds from this contract and provides such upon monitoring annually. If missing, Said items shall be submitted to the contract specialist identified on the title page as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the BGAAAIL Director.

#### **2. Loss/Destruction**

The Vendor shall immediately notify the BGAAAIL if an item purchased with funds through this Contract is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to BGAAAIL the item description and corresponding property tag number with a written explanation of how the item was damaged, missing, and a police report if the item was stolen.

#### **3. Surplus**

All Region owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the BGAAAIL. Upon identification of items to be surplus or returned, the Vendor shall complete a B-217 and mail it to the BGAAAIL Director within thirty (30) calendar days when any of the following occurs:

- a. The equipment or furniture is no longer needed by the Vendor and is available for surplus;
- b. The contract is terminated; or



B) Program that invoice(s) are using for funding.

C) Clearly list dates of service (from and to) in stated format example: January 1, 2024 to January 31, 2024.

D) The dates covered by the invoice must be between the first day of the month and the last day of the month. Invoices cannot cover part of a different month. For example, April's invoice would be April 1 through April 30, not April 1 through May 19.

E) Total amount due for the current billing cycle.

F) Cumulative total for all invoices to date.

If invoices are not received by the 8th, no approval or payment will take place until the following month's submission of invoices. In this event, individual monthly invoices are required and will not be accepted in a combined amount on a single invoice.

If notification of incorrect invoices is received, the Contractor will have one (1) business day to respond.

If invoices are not correct in totality (financial and programmatic) within one (1) business day, payments will not be made until the following month with the submission of that month's invoice.

The above policies exclude the procedures for the month of June.

A) June invoices shall be due to BGADD in compliance with the Commonwealth's fiscal year close out procedure.

B) A closing memo will be issued to the Contractor upon notification to BGADD by DAIL providing the timeline that must be adhered to for the June invoicing schedule.

All services billed must be documented as required in SAMS/WellSky and/or other program-specific systems. **Required data on invoices or invoice backup forms must match data recorded in SAMS.**

Invoices for payment shall be submitted electronically to the BGADD Aging Accounting Specialist.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.
2. Program that invoice(s) are using for funding.
3. Clearly list dates of service (from and to).

Example

Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX

4. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 20XX.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist identified on page 1 for consideration and decision.

#### **4.00.04-Notice**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Contract Specialist identified on page 1.

Notices made by the BGADD to The Contractor shall be sent to The Contractor Representative listed on the cover page.

#### **4.00.05-LRC Policies**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

#### **4.00.06-Choice of Law and Forum**

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the BGADD on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### **4.00.07-Authorized to do Business in Kentucky**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **4.00.08-Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is

further swears under the penalty of perjury, as provided by KRS 523.020, (i) that The Contractor represent, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and (ii) that the award of a contract to him/her or the company The Contractor represent will not violate any provisions of the campaign finance laws of the Commonwealth.

#### **4.00.14-Social Security**

The parties are cognizant that the BGADD is not liable for social security contributions, pursuant to 42 U.S. Code, Section 418, relative to the compensation of the Contractor for this Contract.

#### **4.01-General Provisions**

##### **4.01.01-Headings**

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

##### **4.01.02-Assignment**

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CHFS, and BGADD Executive Board.

##### **4.01.03-No Required Use of Contract**

This Contract does not guarantee any minimum use of services. The BGADD/AAAIL reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The BGADD/AAAIL may undertake or award other contracts for additional or related work, services, supplies, or commodities, and The Contractor shall fully cooperate with such other contractors and BGADD/AAAIL employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by BGADD/AAAIL employees.

##### **4.01.04-Severability**

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

##### **4.01.05-Indemnification**

The Contractor shall indemnify and hold harmless BGADD and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with BGADD; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or

The Contractor shall notify BGADD within five (5) business days of any cancellation or interruption of The Contractor or Subcontractor's insurance coverage. BGADD shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days to The Contractor and BGADD. The Contractor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, The Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

#### **4.01.09-Licensure, Certification, and Registration**

The Contractor shall:

1. Ensure that all appropriate licenses, registrations, and/or certifications necessary are maintained at all times to the extent such are required for performance under this Contract;
2. Ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and
3. Produce copies of any required license, registration, and/or certification at the request of BGADD/AAAIL.

#### **4.01.10-Permits, Licenses, Taxes, and Laws**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, The Contractor shall pay any sales, use, personal property and income taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by The Contractor.

#### **4.01.11-Legal Proceedings**

Except as specifically disclosed in writing to BGADD by The Contractor, prior to the date of this Contract, The Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against The Contractor or any Subcontractor that would have a material effect on The Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, The Contractor shall use its best efforts to notify BGADD within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving The Contractor related to this Contract. The Contractor shall send written notice to the BGADD/AAAIL Contract Designee.

#### **4.01.12-No Grant of Employment or Agency**

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered a full-time or part-time employee of BGADD, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other

Limited English Proficiency. The language services shall:

- A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;
- B. Have a method of identifying LEP individuals; and
- C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

#### **4.01.14-Staffing**

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify BGADD/AAAIL.

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify BGADD/AAAIL.

#### **4.02-Contract Performance**

##### **4.02.01-Service Delivery Requirements**

All services provided by the Contractor under the terms and conditions of this Contract shall be delivered in accordance with:

1. All applicable federal and state statutes and regulations as they are currently in effect;
2. All commitments and assurances as set forth in all BGADD/AAAIL grant awards with respect to goals, strategies, funding, and outcomes made by the BGAAAAIL as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
3. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and BGADD/AAAIL and submitted to a federal agency.

##### **4.02.02-Total Amount of Funds and Budget Revisions**

BGADD shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between BGADD and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

#### **4.02.05-Financial Record Retention**

The Contractor agrees to maintain all records pertaining to this Contract for a period of not less than three (3) years after all matters pertaining to this Contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

#### **4.02.06-Confidential Information**

The Contractor shall comply with the state and federal rules and regulations governing access to and use of information and data provided by BGADD/AAAIL or collected by the Contractor, and will use such information or data only for those purposes expressly delineated, defined, and authorized in this Contract. The Contractor shall comply with the applicable provisions of the Privacy Act of 1974, 5 U.S.C. § 552a. The Contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the BGADD/AAAIL, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the BGADD in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.

Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the BGADD's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

The Contractor shall permit unrestricted access on demand to personnel of the BGADD, CHFS, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and Subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the BGADD/AAAIL has released in writing from being maintained in confidence;
2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

#### **4.02.07-HIPAA Confidentiality Compliance**

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

Should the BGADD determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the BGADD shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the BGAAAAIL's representative designated by the BGADD within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the BGADD shall proceed to the additional enforcement contained in this Contract.

**B. Corrective Action Plan**

Should the BGADD determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, they shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by BGADD/AAAIL or the BGADD Executive Board, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. BGADD may reduce the time allowed for corrective action depending upon the nature of the deficiency.

**C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice**

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt of the Letter of Concern may result in the delay or suspension of pay until all conditions of the contract are met.

**D. Request for Extension**

Upon request, BGADD may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written request shall contain a justification and proposed extension period.

2. Failure to Correct any identified deficiency may result in cancellation of this contract.

**4.02.11-Performance and Evaluation**

BGADD may complete a Performance Evaluation (PE) once a year to document contract performance. PE documents will be maintained by BGADD. Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents completed for this Contract, contact the Contract Specialist identified on page 1.

The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

#### **4.03-Breach and Contract Termination**

##### **4.03.01-Remedies for Breach**

It is agreed by the Parties that in the event of breach of contract by the Contractor, BGADD may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to BGADD may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Contractor to BGADD for noncompliance as provided for in this Contract.

##### **4.03.02-Transition/Turnover**

In the event BGADD requires a transition after a non-renewal or termination by either party, BGADD shall notify The Contractor at the same time BGADD serves notice of the non-renewal or termination, as the case may be.

Upon receipt of notice of termination of the Contract from BGADD, The Contractor shall provide any turnover assistance reasonably necessary to enable BGADD or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to BGADD.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor. BGADD shall ensure the cooperation of the new Contractor to facilitate a smooth transition.
3. Within ten (10) calendar days after written notification by BGADD of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document by BGDD, BGADD shall review the document and within fourteen (14) calendar days provide written instructions to The Contractor as to the packaging, documentation, delivery location, and delivery date of all records, as needed to provide orderly transition. If BGADD determines upon review that the Transition Document is missing necessary information, BGADD shall provide The Contractor written instructions as to the information that is still needed, and The Contractor shall amend the Transition Document to include the necessary information.



#### **4.04.05-Scientific Misconduct**

The Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR Part 50 ,CHFS Policy for Responsibility to Allegations of Scientific Misconduct, as amended, and shall be made available, upon request, to BGADD and CHFS. The Contractor shall immediately report to BGADD any activity reported to The Contractor under these terms and conditions. Notice shall be sent in writing to the Department.

#### **4.04.06-Intellectual Property**

The Contractor agrees that any formulae, methodology, or other reports and compilations of data provided by the BGADD to The Contractor for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of BGADD, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by The Contractor during the course of work pursuant to this Contract shall be made available to BGADD for use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by BGADD.

If any of these materials are included in any publication, training materials, or presentations, or for any other type of release of this material other than for the purposes of meeting the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by The Contractor under this Contract.

Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:

1. Patents;
2. Trademarks as proposed or registered with the U.S. Patent and Trademark Office; or
3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

#### **4.04.07-Certification Regarding Drug-Free Workplace**

The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from The Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The Contractor's policy of maintaining a drug-free workplace;

### **5.00.03-Certification of Lobbying Activities**

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language 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. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

### **5.00.04-Equipment**

For reimbursement type contracts, the Contractor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by BGADD for the purposes of fulfilling the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies with any single item purchase of \$5,000.00 or greater (capital expenditures), requires prior approval by the BGADD before the federal government will allow the costs in accordance with 2 CFR, Part 200.

### **5.01-Subrecipient Provisions**

This Contract has been identified as a sub-recipient agreement. The Contractor (subrecipient) and all lower tier sub-recipients shall comply with the provisions of 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the federal funding agency implementing regulations, in their entirety.

Federal agency implementing regulations for the Uniform Guidance are located as follows:

2 CFR Part 300, Department of Health and Human Services

2 CFR Part 400, Department of Agriculture

2 CFR Part 800, Department of Veterans Affairs

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

The audit report shall include a schedule of expenditures of federal awards and all federal award identification information as stipulated by 2 CFR, Part 200, Subpart F requirements.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Contractor shall include in the supplemental information a list of their sub-recipients of federal monies received through this Agreement and provide their sub-recipient name, and unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, sub-recipient's expenditures and related contract number in addition to all other information as required in 2 CFR, Part 200.

Upon request, a copy of the engagement letter shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to The Contractor's fiscal year end, unless BGADD grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

#### **5.01.03-Response/Compliance with Audit Findings**

The Contractor shall take action to ensure its or a sub-recipient's or Subcontractor's compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review or inspection conducted under this Agreement. This action will include the Contractor's delivery to BGADD, for BGADD approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspections(s) within thirty (30) calendar days of the close of the audit(s), review(s) or inspection(s).

The Contractor shall bear the expense of compliance with any finding of noncompliance that is:

1. Required by a Kentucky or federal law, regulation, rule or other audit requirement relating to the Contractor's business;
2. Performed by the Contractor as part of this Agreement; or
3. Necessary due to the Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on the Contractor.

#### **5.01.04-Reporting Requirements**

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b), and shall provide notice of audit completion and availability within ten (10) calendar days of submission to the Federal Audit Clearinghouse, to the individual identified on page 1 of the Contract. If not required to submit audit reports through the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the individual identified on page 1 of the Contract no later than six (6) months following the end of the fiscal year audited, unless an extension is approved in writing by BGADD.

**AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
AND  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ITS/CMS TRAFFIC IMPROVEMENTS  
\$480,000 SLX FUNDS**

This AGREEMENT is made and entered into, by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government, hereinafter referred to as the LFUCG.

**WITNESSETH**

**WHEREAS**, Section 133 of Title 23, United States Code, established a surface transportation program to authorize Federal funds to be appropriated for projects specified in Title 23, United States Code, Section 133 (b), and the applicable Assistance number is 20.205 – Highway Planning and Construction Program; and

**WHEREAS**, an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

**WHEREAS**, the LFUCG has submitted a Scope of Work and Budget Summary for Intelligent Transportation System (ITS) and Congestion Management System (CMS) Traffic Improvements, hereinafter referred to as the PROJECT, for approval requesting Federal Surface Transportation Program Metropolitan Lexington (SLX) funds in the amount of \$480,000, and local funds in the amount of \$120,000 (20% local share) for a total contract cost of \$600,000 for the period not to begin before July 1 2023 through June 30, 2025; and

**WHEREAS**, the CABINET is willing to provide these Federal funds to the LFUCG subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT; and

**WHEREAS**, the LFUCG has agreed to provide Non-Federal funds to match the Federal-aid funds for the PROJECT, as more particularly set forth hereinafter; and

**WHEREAS**, the PROJECT is part of the approved Transportation Improvement Program for the Lexington Urbanized Area,

**WHEREAS**, the Federal-aid Highway Program is a State Administered Reimbursement Program and the LFUCG shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

**WHEREAS**, the LFUCG shall complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, FHWA Form 1273, and the Project Development Checklist & Certification,

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**WHEREAS**, the LFUCG shall refer to the Federal-Aid Project Development Guide for Local Public Agencies and any future revisions, the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, and all applicable State and Federal laws and regulations for assistance in complying with this AGREEMENT,

**WHEREAS**, all Federal-aid projects must also specifically comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations,

**WHEREAS**, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA),

**WHEREAS**, the requirements of the Disadvantaged Business Enterprise (DBE) program, as described in 23 CFR 635 Subpart A and Section 1101(b) of MAP-21 (the Moving Ahead for Progress in the 21<sup>st</sup> Century Act, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), and the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D, apply to all Federal and Federal-aid transportation programs,

**WHEREAS**, the LFUCG must comply with Federal guidelines listed in 23 CFR 635 for procurement services, and KRS 177, KRS 179, and KRS 45A, the Kentucky Model Procurement Code (MPC), as it relates to State agencies,

**WHEREAS**, Federal-aid projects are to serve a public purpose, the LFUCG is responsible for perpetual maintenance any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

**WHEREAS**, the LFUCG shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

**WHEREAS**, the LFUCG shall accept responsibility for all administration, staffing, reporting, monitoring, maintenance and operation costs for the PROJECT as identified under this AGREEMENT.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the LFUCG hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system for the community as further described by the LFUCG in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). The FHWA through the CABINET agrees to reimburse the LFUCG up to \$480,000 for completion of work by the LFUCG, or consultants, contractors, or subcontractors hired by the LFUCG, under the obligations of this AGREEMENT for the following PROJECT:

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The LFUCG shall identify and provide a point of contact, including adequate contact information, for who shall be in responsible charge to manage this PROJECT on the LFUCG's behalf, and be responsible for ensuring that the LFUCG adheres to all terms and conditions of this AGREEMENT. The LFUCG has agreed to execute the PROJECT. The CABINET/FHWA Project Development Checklist and Certification shall be submitted by the LFUCG and certified by the CABINET prior to construction, if applicable.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. The effective date of this AGREEMENT is the date of signature by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return an original AGREEMENT to the LFUCG. Expenditures made prior to the effective date of the AGREEMENT and before the Notice To Proceed shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end June 30, 2026, unless that Term is extended or amended by written agreement in accordance with the provisions of 23 CFR 635 and KRS 45A and with the mutual consent of the parties. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the LFUCG for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice To Proceed, and prior to expiration of this AGREEMENT. After the end of the Term, no expenditures are eligible for reimbursement and the LFUCG shall be responsible for any unreimbursed expenses and any further expenses incurred to complete the PROJECT. This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 3. Duration of Project. It is agreed by the parties hereto that the Scope of Work shall be completed between July 1, 2023 and June 30, 2025 and all project close-out completed within the period set forth herein under Section 2. In the event the LFUCG fails to complete the Scope of Work within the time allotted, or at any time the LFUCG fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under this AGREEMENT. In the event the CABINET denies further reimbursement due to LFUCG's failures as noted above, the LFUCG shall refund all reimbursements made by the CABINET to the LFUCG under this AGREEMENT.

Section 4. Project Funding. It is expressly understood that federal funding for this PROJECT is being

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provided by the FHWA through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. Following prioritization and programming in the Lexington Metropolitan Planning Organization's (MPO's) Transportation Improvement Program (TIP), the CABINET has obligated up to \$480,000 in Federal Surface Transportation Program Metropolitan Lexington (SLX) funding for this PROJECT.

The federal share of the total cost of this AGREEMENT shall not exceed \$480,000 in SLX funding unless otherwise approved in writing by the CABINET with the concurrence of FHWA. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed. The LFUCG has agreed to accept up to \$480,000 in Federal reimbursement funding available as authorized for eligible PROJECT costs and shall be responsible for any costs in excess of \$480,000 that are necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT. The 20% matching local share of \$120,000 shall be the responsibility of the LFUCG. The LFUCG agrees to provide local matching funds in the amount sufficient, together with the allocated Federal funds, to assure completion of the PROJECT.

The LFUCG shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. The Federal share of costs is payable quarterly by the CABINET upon presentation and approval of an invoice and two (2) copies of adequate documentation. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT Budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the LFUCG to be reimbursed for costs that are not listed in the PROJECT Budget, the LFUCG must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract time is extended, unexpended funds at the end of the PROJECT shall not be carried forward to a future AGREEMENT.

Section 5. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included

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in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The LFUCG shall follow 2. CFR 200.

The LFUCG is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the LFUCG if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the LFUCG upon request by the LFUCG providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The LFUCG shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the LFUCG in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation

Section 6. Reporting and Monitoring. This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25.

The LFUCG shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA, including the submittal of progress reports detailing the status of the PROJECT. The LFUCG shall provide invoices for expenses that match the approved Scope of Work and Budget Summary submitted to the CABINET. The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A. All checks, invoices, contract records, vouchers, orders, and purchasing documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The LFUCG shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with federal and state laws and regulations. The LFUCG shall maintain financial records for three years after project completion, Final Acceptance and final reimbursement.

Section 7. Environmental Requirements. The CABINET has reviewed the Scope of Work and the Division of Environmental Analysis has issued a Categorical Exclusion for Minor Projects (CEMP) for the following PROJECT description: Upgrade and enhancement of hardware, software, training and development to improve traffic flow and reduce congestion.

Section 8. Permits and Licenses. The LFUCG is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Concurrence



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must be obtained by the LFUCG through the CABINET's District 7 Chief District Engineer in Lexington prior to the awarding of any contract for work or materials to be used on this PROJECT. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 9. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications, including the CABINET's List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 10. Engineering Services. The LFUCG shall be responsible for all PROJECT design activities, including to fully develop the PROJECT as defined within the body of this AGREEMENT, resulting in the preparation of all plans, specifications, notes, and a final estimate for concurrence by the CABINET, as applicable.

Section 11. Contractor Procurement. The LFUCG shall be responsible for all PROJECT construction activities as defined within the body of this AGREEMENT, which may be completed either by the LFUCG's staff or by a contractor. If the LFUCG intends to use contractor services, the LFUCG shall act in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to be awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

If applicable, the LFUCG shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The LFUCG shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered in reviewing submitted bids

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are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 12. Contract Administration and Inspection. The LFUCG shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and construction work meets CABINET specifications and federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily, on-site inspection of the contractor's and subcontractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The LFUCG must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the LFUCG under this AGREEMENT or otherwise.

The LFUCG shall use the CABINET's current Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the LFUCG does not have adequate staff to perform this work, the LFUCG may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider must be submitted to FHWA for concurrence. If the LFUCG elects to hire a consultant, the LFUCG must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the LFUCG of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the LFUCG must also provide an appropriately certified and licensed LFUCG employee to be in responsible charge of the PROJECT oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the LFUCG must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the state of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's

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Sampling Manual, detail the frequency, who will be responsible, what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA shall have access to the PROJECT area and may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify status of the PROJECT, performance of the contractor, adequacy of the LFUCG oversight, conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program, and provide assistance to the LFUCG where necessary.

Section 13. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the recipients of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged in similar construction activities. Specific wage rates shall be included in the construction contract between the LFUCG and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 14. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the LFUCG shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The LFUCG shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 15. The Copeland "Anti-Kickback" Act. The LFUCG shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The LFUCG shall refer to the Copeland Act for the requirements under this provision.

Section 16. Title VI - Civil Rights Act of 1964. The LFUCG shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), and any applicable DOT Regulations (CFR Title 49, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

Section 17. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 18. Non Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 19. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to

ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 20. Prohibited Interest. No member, officer, or employee of the CABINET or the LFUCG during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the LFUCG shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or LFUCG shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 21. Covenant Against Contingent Fees. The LFUCG warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 22. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 23. Maintenance as Public Facilities. As applicable, the LFUCG agrees to maintain the facilities, to include the installation of electronics, signals, etc., in an acceptable condition and for a public purpose in accordance with a maintenance plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance in accordance with a maintenance plan. In the event that the property is not maintained as a public facility, the LFUCG shall reimburse the CABINET for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The LFUCG shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 24. Americans with Disabilities Act. The LFUCG agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

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Section 25. Applicable Laws. This AGREEMENT shall be in accordance with all federal laws, and the laws of the Commonwealth of Kentucky.

Section 26. Hold Harmless Clause. To the extent permitted by law, the LFUCG shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near any PROJECT site.

Section 27. Contract Completion. The LFUCG is responsible for ensuring that all PROJECT activities have been completed and is responsible for providing all of the necessary paperwork as required by the contract. This involves conducting a pre-audit of all contract items and associated paperwork. If construction is a part of this PROJECT, the additional requirements of this section apply.

When complete, the LFUCG's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The LFUCG will conduct a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. When both the LFUCG and the CABINET accept the field work as complete, the LFUCG's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that all funding authorized on this PROJECT has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. The CABINET's Chief District Engineer in Lexington will complete a Final Acceptance Report.

Within thirty (30) days upon receipt of the CABINET's Final Acceptance Report, the LFUCG will issue the final payment to the contractor and proof of payment to the CABINET with an official Release of Contractor form for signature. Upon receipt of the contractor's agreement to the Release of Contractor paperwork, the LFUCG will transmit the Final Estimate and Release to the CABINET. The CABINET will then submit a Final Voucher request to the FHWA Financial Management Team with copies of the CABINET's Final Acceptance Report and signed Final Release of Contractor. Approval of the Final Voucher will constitute Final Acceptance by the FHWA. In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 28. Audit and Inspection. The LFUCG, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the LFUCG pertaining to the PROJECT.

The LFUCG hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The LFUCG shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If the LFUCG has expended more than \$750,000 in

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Federal funding from all sources in the LFUCG's fiscal year, the LFUCG shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The LFUCG hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service

Section 29. Campaign Finance. The LFUCG shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 30. Violations. Pursuant to KRS 45A.485, the LFUCG shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The LFUCG shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

Section 31. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee



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unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 32. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the LFUCG and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 33. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the LFUCG and the CABINET.

Section 34. Termination. The CABINET reserves the right to cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such cancellation to the LFUCG. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the LFUCG, its agents, employees and contractors, the CABINET shall reimburse the LFUCG according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The LFUCG may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the LFUCG by giving thirty (30) days written notice of such request to the CABINET. If the CABINET agrees to allow the LFUCG to cancel the PROJECT or cancel its obligations under this AGREEMENT, the LFUCG shall reimburse the CABINET for all federal funding reimbursements made under this AGREEMENT.

Section 35. Resolution. The LFUCG shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the LFUCG. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LFUCG agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the LFUCG agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 36. Responsible Charge. The LFUCG shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The LFUCG will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the LFUCG to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the LFUCG must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT

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IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

**COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:**

Approved as to form and legality:

\_\_\_\_\_  
Attorney  
Transportation Cabinet

\_\_\_\_\_  
Jim Gray  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:**

Approved as to form and legality:

\_\_\_\_\_  
Attorney

*Linda Gorton*  
\_\_\_\_\_  
Linda Gorton  
Mayor

Date: \_\_\_\_\_

Date: 7/14/2023

**ATTACHMENT A – SCOPE OF WORK AND BUDGET SUMMARY**

The Lexington – Fayette Urban County Government (LFUCG) Division of Traffic Engineering strives to improve traffic flow, reduce congestion and delay, and improve safety for all travelers within the county regardless of the travel mode. It is important to employ the most current technology and resources along with on-going training to make sure we provide the absolute best service to the traveling community.

This Project will fund a non-construction program to complement and enhance on-going traffic management efforts in Fayette County for Fiscal Year 2023. It complies with the Regional ITS Architecture update included in the Intelligent Transportation System Architecture Plan in accordance with the Congestion Management Process.

***Project Listing:***

**1. Professional Services - Signal Timing**

Many areas in Lexington have had construction work or new development projects that involve roadways being altered or otherwise improved. These changes often result in the need to change clearance intervals for both vehicles and pedestrians. Since the last time Lexington conducted a city-wide update to its clearance intervals, recommended standards in the Manual on Uniform Traffic Control Devices (MUTCD) have also been updated. To ensure our roadways are as safe as possible for vehicles and pedestrians, this project will consist of LFUCG contracting with a consultant to calculate and update clearance intervals at our signalized intersections for the most up-to-date standards based on current geometric conditions. This will include yellow and all-red clearances for vehicles and walk and flashing don't walk clearance intervals for pedestrians. Both KYTC and MUTCD standards will be applied.

Some funds may also be used for LFUCG to contract with a consultant to carry out necessary traffic counts and to develop traffic signal timing plans along a coordinated arterial in Lexington. Changing traffic patterns and travel habits resulting from the above mentioned projects along with increases in local population and commuting requires developing new signal timing plans to better accommodate current travel demands more effectively.

It is important to note that there is funding in the amount of \$110,000 remaining from the FY2023 grant for this project. From cost estimates, it is assumed that this is not going to be sufficient to complete the project the pedestrian and clearance interval project. This additional funding would ensure the completeness of that project and also likely allow money for the signal retiming of a corridor.

The project described above will fit within existing services described by the Lexington Area ITS Architectures; specifically TMS03, and DM01.

*Project Cost Estimate - \$120,000*

**2. Traffic Detection Equipment Upgrades**

Most traffic signals in Lexington are partially actuated meaning that no detection exists for the highest volume travel lanes (mainline). The mainline will serve its maximum allotted time each cycle before serving the side streets or left-turn lanes. While this type of operation occurs in many cities across the country it is not the most efficient method and with the rise of better software, adding mainline detection will give LFUCG the ability to more precisely manage traffic congestion. This continuation project will focus on adding mainline detection for the heaviest arterials and progress to roadways with lesser volumes as the project matures. In addition, this project will expand to also include upgrades to the mainline and some cross streets for multi-modal detection in order to detect the increasing number of pedestrian, cyclist, and scooters using Lexington's facilities. In addition to better signal functions, detection upgrades will allow LFUCG to constantly collect counts at these signalized intersection. This data can and will be used by LFUCG's Division of Traffic Engineering, Engineering, and Planning. Additionally, it is anticipated that this information will eventually be made available to the public via a website that can access the traffic count data.

The project above will fit within existing services described by the Lexington Area ITS Architectures; specifically TM03, TM09, and DM01.

*Project Cost Estimate - \$92,000*

**3. Traffic Monitoring Network Upgrade and Expansion**

This project will be a continuation of the traffic camera network upgrade project that began in Fiscal Year 2019. New cameras and features will be added to enhance coverage and capabilities to select areas. As part of this project, we may consider software that would give us analytical data and insight concerning our traffic and its patterns and incidents. This additional software would give us the ability to obtain vehicle class, speed, turning movement counts, red light running, intersection blocking, and possible wrong way detection. Our goal is to purchase software that not only integrates into our existing camera system, but also works in tandem with our central traffic signal system software. In addition to transportation and public safety entities, the visual camera feed is accessible to the public via the Lexingtonky.gov traffic website. This extended coverage allows the public to better determine their desired travel patterns, view the city during weather events, and provided valuable insights into traffic flow.

The project above will fit within existing services described by the Lexington Area ITS Architecture; specifically T101, TM01, TM03, and TM08

*Project Cost Estimate - \$7,500*

#### 4. Utility Vehicle

Traffic Engineering is in need of a vehicle that is small enough to navigate in the vicinity of downtown, our trail systems, and other locations that are difficult to access with our larger work trucks. With the introduction of improvements such as the Town Branch Trail and other enhancements, we do not have a practical way to access traffic cabinets, fiber splice locations, or camera locations without creating major vehicle and pedestrian traffic blockages. This not only temporarily reduces capacity and cause congestion, it also can create unsafe transportation facility conditions.

A small utility vehicle, such as the E-Ride Patriot EXV2 maintenance truck is legal for street use and comes equipped with tool trays and dry lockable storage. Other LFUCG divisions currently own and operate this model for similar reasons. These vehicles are designed to be urban area work trucks. They have heat and air conditioning for year-round use and can be used to install and upgrade ITS equipment including traffic observation cameras, fiber optic communication hardware, traffic signal controllers, and wireless communication devices at any time without requiring disruptive vehicle or traffic blockages.

The project above will fit within existing services described by the Lexington Area ITS Architecture; specifically TM01, TM03, TM06, and DM01.

*Project Cost Estimate - \$35,000*

#### 5. Transportation Analytics Platform

The Lexington Area MPO (LAMPO) and other offices responsible for operation, modification and analysis of the existing and proposed transportation network would benefit greatly by having convenient access to 'big data.' Anonymized data is collected from many of us via cell phones, GPS, and Bluetooth devices. This data is processed and made available for use for traffic studies, origin-destination studies, volume projections and has many other uses in determining the health of the transportation network or impacts a proposed change might have on it. This project will seek a data services software platform to assist with determining flexible corridor/area speeds, volumes, origin-destination, routing, and vehicle classification along arterial and collector routes within the LAMPO area. Information obtained will assist in verifying timing changes, lane closure impacts and help gauge capacity improvements due to geometric changes. \*the Streetlight Data platform was selected and a multi-year agreement is in place. This is a continuing project.

The project above will fit within existing services described by the Lexington Area ITS Architecture; specifically TM02, TM06, DM01 and DM02.

*Project Cost Estimate - \$149,000*

#### 6. Traffic Network Device Communication Upgrades

The existing network of over 95 miles of single-mode, multiple strand fiber is laid out in a 'daisy chain' or sequential fashion so that a single pair of fibers can adequately provide communications from the Traffic Management Center (TMC) to all the traffic signals along a given corridor. Unfortunately, the system was designed so that if any traffic signal cabinet is struck or loses power, that intersection and all others beyond it lose communications with the TMC. This is an efficient design but experience has shown that the vast majority of communication failures are due to a cabinet malfunction along a given route.

One solution we are proposing is to use LFUCG sites such as fire houses with solid fiber optic connections to house remote, managed switches to be used as corridor hubs. Strands of fiber already installed along the corridors would be spliced over and connected to each traffic signal with a separate run back to the remote switch. This approach would isolate traffic cabinet failures to a single location not impacting the adjacent signalized intersections.

Another solution involves improving our network with a mesh-type backbone that would allow rerouting of data along other paths if one path is severed. Additional communication hardware would be required.

Furthermore, Lexington Traffic Engineering has over 135 wireless hardware devices linking nearly 100 remote, signalized intersections to the fiber optic network and central system, along with many locations that simply cannot be reached with our network backbone. The current 900 MHZ band used today strains to reliably deliver high definition video and data back to the central system which has a negative impact on services delivered and safety to the public. Replacement parts in this band are also becoming more difficult to procure. This project seeks to replace our wireless infrastructure with upgraded frequency bands and components to allow improved bandwidth, security, and connectivity, and to also implement mobile broadband solutions in locations we can't currently connect or for situations when normal communication lines are severed due to construction or other problems and a temporary solution is needed to bridge the gap until equipment can be repaired or replaced.

The project above will fit within existing services described by the Lexington Area ITS Architecture; specifically TM01, TM03 and TM09.

*Project Cost - \$7,500*

## 7. Associate Traffic Engineer Position

Lexington Traffic Engineering continues to expand its ITS systems in order to offer the highest degree of traffic flow optimization possible. These systems currently include over 95 miles of fiber optic cable, approximately 135 wireless connection devices, 397 traffic signals, 210 camera streams, and 374 radar units deployed in the field. Each one of these offers a great advantage to aid in the improvement of traffic flow on major arterials across the network. The management and future planning of ITS systems is critical in order to take full advantage of the advanced capabilities these systems provide. Lexington can help accomplish this with the creation of an additional Associate Traffic Engineer position. The duties of this position will include:

- Plan traffic observation camera locations as we expand – The better coverage we have of our traffic system, the more efficient it become to review and improve traffic signal timing and traffic flow. It eliminates time wasted travelling to field locations and also allows easier monitoring of traffic congestion, blocked intersections, or other traffic flow problems that need to be addressed
- Monitor our fiber optic and wireless network communication systems – In order for traffic signals to remain in synchronization, it is essential that they communicate with the central traffic system software. This not only ensures that all signals are operating on the same page, but it also allows for much faster traffic signal timing evaluations and adjustments
- Coordinate data collection efforts for various transportation detection technologies – the “big data” that is collected by our traffic detection devices is very useful for addressing changing traffic patterns, employing software solutions, and for confirming other data sets are delivering reliable data
- Review and improve traffic signal timing using available data and ITS solutions – With all of the data and technology at our fingertips, signal timing can be improved with most notable congestion reductions likely occurring during off-peak hours. There are many ways that Lexington can use the information from our mainline detection equipment to accomplish this. This position would be tasked with exploring and evaluating the features within the detection, the traffic signal controller, and the central system software to ensure we get the most bang for our buck.

The ultimate goal of Traffic Engineering and of this position is to provide a safe, reliable and efficient transportation facility for all users within Lexington’s traffic network. An Associate Traffic Engineer position would help achieve this goal with the planning, administration, and utilization of the various ITS devices Lexington operates and continues to deploy throughout the city.

The project described above will fit within existing services described by the Lexington Area ITS Architecture; specifically DM02, TM01, TM03, and TM06.

*Project Cost Estimate - \$155,000*

## 8. Traffic Control Cabinet and Security Upgrade

Several of Traffic Engineering’s traffic controller cabinets are at full capacity due to all outputs being used, such as on US27, Nicholasville Road. Upgrading these with a newer modern cabinet with more capacity would allow us to complete our Flashing Yellow Arrow (FYA) change-out for the city. The current cabinets cannot support both changeable lanes and FYAs at the same intersection. An advanced traffic cabinet with modern specifications would not only support more outputs and detection inputs, but also be safer and more energy efficient while supporting alternative power options. Other benefits include advanced diagnostics, simplified wiring, reduced cabinet size, voltage and current monitoring, Transit Signal Priority (TSP) capability, hot swappable components, and allowing for accommodation of onboard battery backup without the additional of an extra cabinet.

Another concern with existing traffic control cabinets is the ever-increasing threat to cyber-security. With each controller, there exists a possible entryway into Lexington’s signal system network. Lexington would benefit from the additional security measure of adding electronic locks to the cabinets to complement the existing mechanical locks. This extra layer of security would allow for protection and monitoring of the network. Retro-fitted Electronic locks with rechargeable intelligent keys would be a cost-effective way to help eliminate tampering and secure advanced equipment inside the cabinets. Features of this upgrade include the ability to monitor, schedule, change, update, and revoke lock privileges along time-and-date stamps of every authorized and unauthorized event recorded in both the lock and the key.

It is important to note that there is funding in the amount of \$28,000 remaining from the FY2023 grant for this project. From cost estimates, additional money will be needed to purchase an advanced traffic signal control cabinet since the cost has nearly doubled since the time the original request was made. The additional funding should allow the purchase of one new advanced cabinet.

The project described above will fit within existing services described by the Lexington Area ITS Architecture; specifically, TM01, TM03, TM16, and PT09

*Project Cost Estimate - \$7,000*

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
ITS-CMS TRAFFIC IMPROVEMENTS  
\$480,000 – SLX (FD52) FUNDS**

**9. Traffic Signal Controller Testers**

Briefcase testers for 170 and 2070 controllers are essential for testing and troubleshooting signal timing programming and related issues. This prevents congestion and also maintenance calls if the operation of can be verified before the programming gets deployed to the field intersection. They are invaluable tools for maintaining safe operations at signalized intersections. Lexington has used this type of tester for over 15 years and some of our units are dated and in need of replacement. This requested funding will allow us to purchase three testers.

The project described above will fit within existing services described by the Lexington Area ITS Architecture; specifically TM03.

*Project Cost Estimate - \$15,000*

**Funding details:**

Item	Title	Cost	Description
1.	Professional Services	\$120,000	Signal Retiming and clearance interval timing updates
2.	Traffic Detection Equipment Upgrades	\$92,000	Upgrade or add multimodal detection equipment to arterials throughout Lexington
3.	Traffic Monitoring Network Upgrade and Expansion	\$7,500	Additional camera equipment for intersection traffic surveillance and camera system analytic software
4.	Utility Cart Vehicle	\$35,000	Vehicle to access hard to reach locations for ITS equipment installations and upgrades
5.	Transportation Analytics Platform	\$149,000	Monitor the transportation network and provide data, metrics, and performance standards
6.	Traffic Network Device Communication Upgrades	\$7,500	Redundancy and reliability improvements in our fiber optic and wireless networks and devices
7.	Associate Traffic Engineer Position	\$155,000	Staff position to plan, monitor, and ensure optimum use of existing and future ITS equipment purchases
8.	Traffic Control Cabinet and Security Upgrade	\$7,000	Advanced Traffic Signal Cabinets with added outputs and programmable Electronic Locks with event auditing
9.	Traffic Signal Controller Testers	\$15,000	170/270 controller tester to test and troubleshoot signal timing solutions for advanced operation
10.	Training	\$10,000	Training and conferences for personnel regarding ITS hardware, software, and methods
11.	Mileage	\$2,000	Floating car studies, off-site meetings, and signal timing troubleshooting and improvements
	<b>Total</b>	<b>\$600,000</b>	

It is anticipated that activities included in this proposal will be completed by June 30, 2025 (a 2 year window).

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
ITS-CMS TRAFFIC IMPROVMENTS  
\$480,000 – SLX (FD52) FUNDS

ATTACHMENT B – RESOLUTION

**ATTACHMENT C  
 PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the LFUCG by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the LFUCG:

1. Pursuant to 23 CFR 635.105(c) (4), the LFUCG acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the LFUCG. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the LFUCG.
2. The undersigned and the designated LFUCG's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
  - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
  - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, LFUCG has selected the following individual as the person in responsible charge for the PROJECT:

Name: Jason Allinder, P.E.	Position with LFUCG: Traffic Signal System Manager
E-mail: jallinde@lexingtonky.gov	Phone: 859-258-3491
Signature: <i>Jason Allinder</i> 6/22/23	

7. Should the LFUCG require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

*Linda Gorton*  
 \_\_\_\_\_  
 Linda Gorton, Mayor

7/14/2023  
 \_\_\_\_\_  
 Date