

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

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SUBRECIPIENT Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Bluegrass Area Development District/Area Agency on Aging and Independent Living (BGADD/AAAIL) and Title III, Homecare, SHIP, Title VII, Ombudsman and NSIP (Contractor) to establish an agreement for Services. The initial MOA is effective from July 1,2023 through June 30,2024.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Bluegrass Area Development District/Area Agency on Aging & Independent Living has determined there is a necessity to enter into an agreement for the administration of the Title III, Homecare, SHIP, Ombudsman, and Title VII, Grant, from the United States Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965 (OAA), as amended, KRS 205.204, KRS 205.455-470, 910 KAR Chapter 1, 910 KAR 1:180 and KRS 13B for the counties within the Bluegrass Area Development District (BGADD). Title III is comprised of the following programs: Supportive Services, Congregate Meals, Home Delivered Meals, Disease & Health Promotion, Legal Services, National Family Caregiver Support (NFCSP), and Long-Term Care Ombudsman. Homecare Program is a State General Funded program.

The Bluegrass Area Development District/Area Agency on Aging & Independent Living, in accordance with Section 4360 of the Omnibus Budget Reconciliation Act of 1990 has determined there is a necessity to enter into an agreement to administer a grant from United States Department of Health and Human Services (HHS), Administration for Community Living (ACL), Department for Aging and Independent Living (DAIL) for the provision of a State Health Insurance Assistance Program (SHIP), providing health information, counseling and assistance to eligible persons within the BGADD.

1.01-Issuing Office

The Bluegrass Area Development District is issuing this Contract on behalf of the Bluegrass Area Agency on Aging & Independent Living. The BGADD/AAAIL is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The Contract Specialist identified on page 1 is the point of contact for communications concerning contract issues.

1.03-Terminology

For the purpose of this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer
- Contract Specialist: Buyer, Purchaser, Contract Officer
- RFP, Solicitation, RFQ or offer

- 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.

6. "Advocacy" means action taken on behalf of an older person to secure his or her rights or benefits. Advocacy includes receiving, investigating, and working to resolve disputes or complaints; assistance with housing issues; and how to write letters and talk to people about their issues. This does not include services provided by an attorney or person(s) under the supervision of an attorney.

7. "Agency" means the ADD, an entity designated by the Commonwealth to administer, at the local level, the programs funded by the Older Americans Act of 1965, as amended, pursuant to KRS 205.20 and 910 KAR 1:170 Section 1 (2).

8. "Aging and Disability Resource Center" or "ADRC" means a program which provides access to long-term care options by using a wide range of community resources.

9. "Assessment" means the collection and evaluation of information about a person's situation and functioning to determine the applicant or recipient service level and development of a plan of care utilizing a holistic, person centered approach by a qualified independent care coordinator (ICC) in accordance with 910 KAR 1:170 Section 1(3).

10. "Assisted Transportation" means a one-way trip to accompany an eligible person who requires assistance for safety or protection to or from his or her physician, dentist, or other necessary service pursuant to 910 KAR 1:170 Section 1(4).

11. "Back-up documentation" includes but is not limited to documents that include evidence of a financial transaction, such as debit/credit memos, invoices, receipts, orders, vouchers, account reports/ledgers, cancelled checks which shall be submitted with all invoices.

12. "CHFS" or "Cabinet" means the Cabinet for Health and Family Services per KRS 205.204.

13. "Case Management" means a process, coordinated by a case manager, for the linking of a client to appropriate, comprehensive, and timely home or community based services as identified in the plan of care by planning, referring, monitoring, advocating and following the timeline of the assessment agency to obtain service level and development of the plan of care pursuant to 910 KAR 1:170 Section 1(5).

14. "Case Manager" means the individual employee responsible for case management including coordinating services and supports from all agencies involved in providing services required by the plan of care, ensuring that all service providers have a working knowledge of the plan of care and ensuring that services are delivered as required pursuant to 910 KAR 1:170 Section 1(7).

15. "Cash and Counseling" means a range of services provided or paid for through allowance, vouchers, or cash which are provided to the client so that the client can obtain the supportive services which are needed.

16. "Certification" means the official notification by the Kentucky Long-Term Care Ombudsman that the local Long-Term Care Ombudsman individual staff are qualified and acceptable to function in that capacity as defined in 910 KAR 1:210 Section 1 (4).

17. "Certified Ombudsman" means a person who has received formal training from state approved curriculum regarding the Ombudsman program and has received certification by the Kentucky Long-Term Care Ombudsman.

18. "CMS" means the Centers for Medicare and Medicaid Services

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).

33. "In-home Services" means (a) Homemaker and home health aides; (b) friendly visiting and telephone reassurance; (c) chore maintenance; (d) in-home respite care for families, including adult day care as a respite service for families; and (e) minor modification of homes (also known as home repair in accordance with KRS 205.455(11)) that is necessary to facilitate the ability of older individuals to remain at home, and that is not available under other programs, except that not more than \$150 per client may be expended under this part for such modification pursuant to 45 CFR 1321.3, 910 KAR 1:170, Section 1, and the DAIL Taxonomy.

34. "Justification" means a written reason, fact, circumstance, or explanation that justifies or defends a change.

35. "Legal Assistance" means legal advice and representation by an attorney or counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney.

37. "NPR" means National Performance Reporting.

38. "Older Americans Act" or "OAA" means the Older Americans Act of 1965 as amended.

39. "OAAPS" means Older Americans Act Performance System, State Program Report.

40. "Outreach" means interventions with individuals initiated by an agency or organization for the purpose of identifying potential clients or their caregivers and encouraging their use of existing services and benefits as defined by 910 KAR 1:170 Section 1(19).

41. "Performance Measures" means requirements by the contract to evaluate the outcomes, performance and effectiveness of the program. All deliverables are considered as a performance measure.

42. "Person centered planning" means an individualized planning process that is led by the participant, is timely, occurs at times and locations of convenience to the individual, and offers informed choice, defined as choosing from options based on accurate and thorough knowledge and understanding, to the individual regarding the services, and supports they receive and from whom.

43. "Personal Care" means providing assistance for persons with the inability to perform one or more activities of daily living.

44. "Public Information" means the provision of information, assistance or outreach to a group of individuals including contact with several current or potential client/caregivers.

45. "Public relations" includes community relations and means those activities dedicated to maintaining the image of the governmental unit or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

46. "Recreation" means the provision of activities which foster the health or social well-being of individuals through social interaction.

47. "Respite" means care provided to an older person by a caregiver for a designated time period due to the absence or need for relief of those normally providing care.

48. "RFP" means Request for Proposal.

49. "SAMS" means Social Assistance Management System, a WellSky product, currently used as the state data system.

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.

67. "Transportation" means transporting an individual from one location to another.

68. "Upon Request" means 1 business day for requests made in writing and within 1 hour for an onsite visit.

69. "Waiting List" means a formal list of persons determined eligible, and not yet receiving services.

70. "WellSky Ombudsman" means a WellSky data system used to record and report data collected by the LTCOP (formerly referred to as Ombudsmanager).

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

The Older Americans Act (OAA) directs each state to develop a comprehensive and coordinated network of providers who can offer services, opportunities, and protections for older Americans to help them maintain health and independence and to be able to continue to function as a part of their community.

Title III of the OAA authorizes funding to state units on aging (SUA) which designate and make funds available to area agencies on aging (AAA) in their states. The SUA in Kentucky is the Department for Aging and Independent Living (DAIL). As authorized by section 305 of the OAA, Kentucky has designated the area development districts to be the area agencies on aging. AAAs identify local needs and fund local services to support older persons and caregivers in their service area. OAA funds are to be used to expand the range of community-based programs and services designed to maintain the independence of older persons in a home environment, to support caregivers, to fill gaps in existing services and to contribute to the development of a comprehensive and coordinated system of services.

Administration of the Nutrition Services Incentive Program (NSIP) cash in-lieu of commodities program, in accordance with Section 311 Older Americans Act of 1965, as amended.

Kentucky has established funding to support, through state dollars homecare, and nutrition programs for older adults – 910 KAR 1:180 and 910 KAR 1:190.

2.01 Deliverables

a) Administrative and Financial

- 1) Utilize SAMS to record data on participants on the waiting list.
- 2) Submit a correct budget for all programs to BGADD by the deadline provided upon receiving fiscal year allocations.
- 3) Ensure all invoices with supporting documentation are submitted by the 8th day of each month by 4:30 p.m., Eastern Standard Time or the next business day if the 8th falls on a weekend day or a state holiday. Any corrections to the invoice must be returned to BGADD within 1 business day of notification a correction is needed.

- 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 30th, 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 1st 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 BGAAAIL.
- 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.

b) Services

- 1) Provide the number of services needed to the greatest number of recipients feasible in order to achieve the goals of the approved area plan.
- 2) Achieve and maintain a 90% accuracy rate on data collection for key demographic data elements annually.
- 3) If there is a difference +/- 10% in a category, a justification should be provided that adequately describes the circumstances that contributed to the difference. Justifications are used to identify trends, establish priorities, and plan for the future needs of the aging network and service recipients.

4) Title III-B Ombudsman

- A) Ensure the resolution rate shall be seventy percent (70%) or higher each quarter. If the district program is not at 70%, the district program shall submit a plan to the Kentucky Long-Term Care Ombudsman and BGADD/AAAIL to increase the resolution rate for the next quarter.
- B) Ensure that a Certified Ombudsman, at a minimum, attends at least one nursing facility resident council meeting annually for each long-term care facility that has a resident council established within the district.
- C) Document training for new Certified Ombudsman staff or volunteers in WellSky Ombudsman. Documentation will show that 100% of Certification Training provided meets the minimum requirement of thirty-six (36) hours of Certification Training and two (2) hours for Friendly Visitors..
- D) Provide continuing education training to Certified Ombudsman staff and volunteers to ensure volunteers are aware of ongoing developments and skills needed to maintain health, safety, welfare and rights of residents. District Programs will provide at a minimum, eighteen (18) of continuing education to Certified Ombudsman staff and volunteers and four (4) hours for Friendly Visitors and Advisory Council Members. These trainings may coincide with advisory council meetings. These activities shall be documented in WellSky Ombudsman.

5) Title III-E National Family Caregiver Support Program

- A) Provide services in accordance with Title III-E of the OAA and BGADD/AAAIL policy and procedure.
- B) Each client will have a pre-determined allocation amount. Payments will not be made to the provider for any amount exceeding the pre-determined client allocation.
- C) All clients must apply for services through the BGADD/AAAIL Aging and Disability Resource Center. Approved clients will have a completed service request and approval form. Without this signed form, no payment will be approved for services rendered.
- D) Invoices must be submitted at least monthly and include the client's signature.
- E) Provider will receive end of year invoicing deadlines in May. Payment will not be processed for any invoices received after the end of year deadline.

6) Provider should follow BGAAAIL's SOPs when operating the NFCSP

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.

- F) Establish a sufficient number of staff position (including volunteers) necessary to provide the services of a health insurance information, counseling, and assistance program.
- G) Assure that SHIP staff members (including volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHP Security Plan Guidelines for Safeguarding confidential beneficiary information.
- H) Collect and disseminate timely and accurate health insurance information to staff members, including volunteers.
- I) Provide training programs for staff members, including volunteers.
- J) Coordinate the exchange of health insurance information between the BGAAAIL, staff of departments and agencies of the State government, other pertinent federal agencies including ACL, and SHIP staff, including volunteers.
- K) Make recommendations concerning consumer issues and complaints related to the provision of health care to agencies and departments of the federal and state governments responsible for providing or regulating health insurance.
- L) Notify the appropriate BGAAAIL staff of changes in program name, key personnel, contact information, etc. immediately upon learning of the change, but not later than 30 days after a change in contact information occurs.
- M) Perform targeted outreach to counsel low-income, dual-eligible, and hard-to-reach populations in rural areas and individuals with Limited-English proficiency.
- N) Provide beneficiaries with information and assistance concerning Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living benefits available through Medicare. Provide beneficiaries access to disease prevention and health/wellness information by using outreach and training strategies.
- O) Participate in SHIP training, education and communication activities, such as conference calls, webinars, etc. A portion of funds should be designated for travel expenses to these events (where applicable).
- P) Ensure that newly appointed staff attend DAIL and BGAAAIL sponsored SHIP staff training. A portion of funds should be designated for travel expenses to these events.
- Q) Maintain capabilities to send and receive email communications and other information through the Internet, including expanding/maintaining Internet capability. Counselors must have access to Internet-based enrollment and other counseling tools at the time and place of counseling.).
- R) Permit BGAAAIL to monitor the use of grant funds, providing full information as to use and expenditures.

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.

3) Title III-C1 and Title III-C2

- A) Ensure cost effective meals by collecting data including the information listed below. The information shall be available to the DAIL Dietitian upon request and/or during monitoring.
- B) Track and compare over-produced meal numbers. This would include meals produced, but not consumed by a participant Document the actions taken when overproduction of food occurs. Ensure the provider agencies operate in compliance with the established policy through on-site monitoring twice per fiscal year.
- C) Monitor food service operation including the production, distribution and service systems including both congregate and home delivered, twice per fiscal year to evaluate compliance with the Nutrition Program Policy.
- D) Standards for food handling and personal hygiene shall be in accordance with the State Food Service Code (902 KAR 45:005).
- E) Monitor food-purchasing practices to ensure best cost.
- F) Monitor delivery times and routes.
- G) Maintain documentation of Home Delivered Meals clients who were not home to receive meals.
- H) Track volunteer numbers and service time.
- G) Retain a copy of the daily menu, as served (including substitutions), for a period of 3 years
- H) Develop clear, written policies regarding contributions for services that address at minimum, the use of suggested contribution schedules, contribution policies for staff and guests and provisions for protected the confidentiality of individual client contribution amounts.

4) NSIP

- A) Subcontract with the Nutrition Services Provider(s) under the Contractor's APPROVED REQUEST FOR PROPOSAL effective this Subcontract fiscal year to reimburse cash payments in lieu of commodities. The funding cycle for this program is October 1, 202-September 30, 2024.
- B) Disburse NSIP monies based on total number of eligible meals served. Expend NSIP monies within same grant year from the time payment is received.
- C) Submit monthly food receipts of NSIP eligible meals by the 8th of the following month.
- D) Documentation shall be provided with the monthly invoice that shows meals are domestically produced and processed. The documentation must equal the amount of NSIP funds requested reimbursement.
- E) Meet NSIP Core Performance Measure of ensuring that 100% of funds are expended within the Federal grant year of allocation.
- F) Maintain records to show the amount of cash received and how it was expended. Financial reports, including food receipts totaling the amount of funds requested, shall be submitted to BGADD upon request for payment.
- G) Nutrition Program Management Provider shall solicit bids for any subcontract, for meals based on a request for proposal. Meals shall be bid without regard to funding source and shall contain a ready-to-serve cost and a served-delivered cost.

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 (15th) 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 15th and then at the end of OEP.
- O) Screen everyone who contacts SHIP requesting assistance for LIS/MSP eligibility.

- P) To increase Client Contacts, starting in September 2023 (before OEP) a letter must be mailed to clients that have received services within the last year from the BGAAAIL SHIP program provider that includes a reminder letter about OEP with instructions on what to do with the Part D worksheet that will be included with the letter. If the client returns the Part D worksheet, the SHIP Counselor/Volunteer will run a plan comparison and either mail or email it back to the beneficiary for review.

2.03 Subcontractors

a) Each Subcontractor shall:

- 1) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;
- 2) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and
- 3) meet specific objectives established by the Bluegrass Area Agency on Aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.
- 4) Subcontractor providing in-home supports must be a certified personal service agency pursuant to 906 KAR 1:180 Section 2(1) through (4) and KRS 216.710(8).
- 5) Permit BGAAAIL staff to monitor annually, and ensure documentation is maintained and available for BGAAAIL during on-site monitoring, or upon request. Monitoring for Long Term Care Ombudsman services must be performed in coordination with the Kentucky Long Term Care Ombudsman per 910 KAR 1:210.
- 6) Ensure compliance with applicable statute, regulatory, and contract requirements.
- 7) Ensure service continuity and for the protection of the health, safety and welfare of the clients receiving services under this Contract. A termination notice of contract must be provided to BGAAAIL with a minimum of 30-day notice. Provider shall continue to provide services for the duration of the contract termination notice.

2.04 Bluegrass Area Agency on Aging and Independent Living Responsibilities

Responsibilities of the AAAIL are largely defined by, but not limited to, the OAA Section 306:

- a) Provide, through a comprehensive and coordinated system, for supportive services, nutrition services, senior center services, and other services as designated by DAIL. Supportive Services include but are not limited to Adult Day, Advocacy, Assessment, Assisted Transportation, Case Management, Cash and Counseling, Chore, Counseling, Education, Employment Services, Friendly Visiting, Health Promotion, Home Health Aid, Home Modification, Homemaker, Information and Assistance, Outreach, personal Care, Public Information, Recreation, Respite, Telephone Reassurance, and Transportation,
- b) Provide an adequate proportion of funds for the following categories of services:

- 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:

a) Federal Law

1) This grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under 45 CFR Part 75. These requirements and additional terms and conditions that are applicable to this award can be found on the ACL website (<https://www.acl.gov/grants/managing-grant>) and include, but are not limited to, the following:

- A) Federal Awardee Performance and Integrity Information System (FAPIS)
- B) HHS Grants Policy Statement, Part II
- C) Trafficking Victims Protection Act
- D) Federal Funding Accountability and Transparency Act (FFATA)
- E) SAM / DUNS Requirements
- F) Consolidated Appropriations Act, 2017, Pub. L. 115-31, signed into law on May 5, 2017

b) State Law

- 1) 910 KAR 1:140
- 2) 910 KAR 1:180
- 3) 910 KAR 1:190
- 4) KRS Chapter 13B – Hearing Procedures Relating to Area Agency on Aging Contractor Selection Actions.
- 5) KRS 116.048(1)(d) Voter Registration
- 6) KRS 209.030
- 7) 910 KAR 1:210
- 8) KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

c) Requirements by the Bluegrass ADD/AAAIL

- 1) Ensure that all services made available under this Contract are provided and maintained on a continuing basis throughout the fiscal year.
- 2) Ensure service is in place on the first day of the fiscal year. Any transition costs related to the beginning or termination of a grant will be borne by the Provider.
- 3) Provide information, upon request of BGADD/AAAIL, concerning all activities performed pursuant to this Contract, including but not limited to, periodic data reporting and data system input concerning program activities or any data that is required by applicable state or federal law.

- 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.

d) Required General Policies and Procedures

The Provider shall maintain written policies and procedures on the agency website that include but are not limited to the following:

- 1) Personnel, including salary, conditions of employment, and job descriptions relative to all personnel involved in the delivery of services under this Contract.
- 2) Continuity of services
- 3) Reporting abuse, neglect, and exploitation as indicated by KRS 209.030 within 24 hours of learning of such incidences. Notify BGAAAIL program staff as well.
- 4) A disaster plan that shall include:
 - A) Maintaining communications between BGAAAIL and City/County Local Officials during the time of a disaster unless telecommunication devices are rendered inoperable.
 - B) Contacting all homebound clients in the designated disaster area within 48 hours of the initial disaster to ensure health, safety, and welfare. Biweekly contact will occur thereafter until the Provider resumes services for the client. Documentation of each contact shall be entered into SAMS.
- 5) Waitlist for services
 - A) Enter information in SAMs for individuals who are on a waitlist.
 - B) Maintain local, state, and federal information and resource contact information, including private pay option, to be provided to individuals who are waiting for services.
 - C) Document community resources offered to individuals placed on the waiting list.
 - D) Maintain a written policy and procedure regarding wait lists for service.
 - E) Maintain a written policy and procedure that addresses the reasons and length of time a client can be placed on and remain in hold status.
- 6) Outreach activities to ensure participation of eligible older persons to inform them about the availability of such assistance with special emphasis on the following groups:
 - A) Older persons with the greatest economic need (with particular attention to low-income minority older persons and low-income older persons with limited English proficiency);
 - B) older persons with the greatest social need (with particular attention to low-income minority older persons and low- income older persons with limited English proficiency);
 - C) older persons with severe disabilities;
 - D) older persons with limited English proficiency;
 - E) older persons at risk of institutional placement; and

- 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.
- 10) Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, an 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.

17) Procedures for informing participants about voluntary contributions in accordance with the Older Americans Act Sec 315(b).

18) Procedures for informing participants in State funded programs about fees and voluntary contributions in accordance with Section 8 of 910 KAR 1:180.

19) Ensure that all individuals receiving Title III and Homecare services have documentation ensure voter registration information has been offered.

20) Ensure the BGAAAIL SOPs are being followed

21) Procedures for encrypting all electronic communications containing Protected Health Information.

2.06 Financial Requirements

a) Budget

1) Create a budget that accurately reflects the administration of the Bluegrass Regional area plan and the services provided to meet the needs of the community as established in the area plan and which replicates the intrastate funding formula at a county level approved by DAIL.

A) Submit a budget for all programs to BGADD at the beginning of the fiscal year according to specific timelines for return on budget provided in a budget instruction letter by BGADD.

B) The cost of operating supplies, personnel, facilities, travel/training, and any additional major cost categories are included in the fixed unit rate per service as established by BGADD/AAAIL.

C) Budget narratives must be included for all budgets submitted to BGADD on a form provided by BGADD, including initial budgets and any budgetary shifts requiring contract modification.

D) Expend a minimum 65% of Title IIIB funds received to carry out part B on Access Services.

2) Adhere to the approved budget, following outlined procedures for amendments.

A) The Provider shall request written approval for any of the following:

(i) to move funds from one service to another,

(I) Funds cannot be moved from one program to another program,

(II) Budgetary shifts between federal fund programs shall follow the Administration for Community Living (ACL) guidance and can only be completed with BGADD approval

(III) Budgetary shifts between Homecare invoice line items

(ii) to reduce the number of services or persons served

3) Designate no more than fifteen percent (15%) of the total original current fiscal year Homecare allocation for in-home supplies

(I) Person centered planning for in-home supplies must be demonstrated in the participants plan of care

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.

4) Ensure that the application of funds shall be in accordance with requirements for match of the specific funding source, as referenced in 2 CFR 200.29 and 2 CFR 200.306.

5) The federal share of a project cost, as applicable, is earned only when the cost is accrued and the nonfederal share of the cost has been contributed. Receipt of federal funds (through reimbursement) does not constitute earning of these funds. If the Provider is unable to provide the required local match, there will be a proportionate reduction of the federal allotment.

6) Corroborate match as part of the audit process when a program is subject to an audit under Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements for programs funded by state funds.

d) Third Party In-Kind (Non-Cash) Contributions

1) The valuation of third party in-kind (non-cash) contributions must be supported with adequate documentation to include, but not be limited to, documentation of size and value of space donated; total volunteer time spent and total value of time including hours and duties performed; and documentation of item contributed.

2) Third party in-kind contributions shall be defined as stated in 2 CFR 200.29, 2 CFR 200.96, 2 CFR 200.306 and its application shall be subject to applicable portions of this regulation, Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and contractual provisions.

3) Document received contributions on the budget pages and third-party in-kind documentation shall be submitted with monthly invoices for the month they are received.

e) Program Income

1) The Provider is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

2) Provide all clients an opportunity to voluntarily donate toward the cost of services, as outlined in policies and procedures.

3) Account for, provide source documentation, and expend program income in accordance with 2 CFR 200.80, 2 CFR 200.307, and as further defined by the Administration on Aging (AOA) Policy.

4) Program income collected by a provider may not be used as match. Program income must be reported by program and submitted to the BGADD, with financial reports, for the ADD's approval.

5) All program income must be used for the expansion of services.

6) Program income must be used during the same budget period and in the same program, in which the income is earned.

f) Documentation of Expenditures

1) Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited.

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.

B) Government Audit Standards, 2011 Revision, as issued by the Comptroller General of the United States, and

C) Auditing standards generally accepted in the United States of America.

3) The audit report shall contain a supplemental BGADD Schedule which summarizes Aging funds received by the Contractor. The auditor must issue an opinion on this supplemental schedule. The schedule shall:

A) Present by program the revenues, expenditures, and excess (deficit) of revenues over expenditures. The totals of these programs are to be presented in a separate column. Matching funds are to be separated out by Local Cash, In-Kind, and Program Income.

B) Include an integral disclosure note that shall describe details of deferred revenue.

C) Include notes that describe accounting policies used in preparing the schedule.

D) Note if the Contractor elected to use the 10% de minimis cost rate as covered in Section 200.414 of Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements.

4) If the Contractor pays federal or state funds to vendors, contractors, or subcontractors who are not subject to the audit requirements of this contract, then the Contractor shall, at a minimum, provide the final expenditures reports of those entities.

5) If the Contractor is required to make revisions to its fourth quarterly report as a result of the audit, the revised quarterly report shall be marked as "Audited".

6) The auditor or audit firm shall be a member of the American Institute of Certified Public Accountants (AICPA) and be licensed by and registered with the Kentucky Board of Accountancy, which includes being enrolled in a peer review program. The audit firm's professional members shall maintain their professional proficiency through continuing education and training. Auditors assigned to the engagement shall maintain, at a minimum, the Continuing Professional Education (CPE) requirements of the current edition and official interpretations of Government Auditing Standards (a/k/a Yellow Book).

7) The Contractor shall ensure that the auditor, if in agreement with recommendations of the reviewer, makes timely revisions to the audit report or performs additional follow-up audit work in order to correct quality deficiencies, or if not in agreement, responds in writing why the review recommendation is not valid or not warranted.

8) The Contractor shall not pass-on to BGADD or any program funded by BGADD the costs incurred by the independent auditor for time spent correcting deficiencies in audit reports.

9) Any communications with those charged with governance from the independent auditor to the Contractor, immediately upon receipt, and in particular if there are issues or findings of:

A) Abuse, fraud, illegal acts, or noncompliance with provisions of laws, regulations, contracts, or grant agreements, which could have a direct and material effect on determination of financial statement amounts.

B) Significant deficiencies or material weaknesses in internal control over financial reporting or major programs, or material questioned costs.

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.

7) Ensure that clients meeting program eligibility requirements shall only be removed or denied services if said client meets the requirements of 910 KAR 1:220 (7)(4)(b).

8) Ensure Homecare clients meet eligibility as outlined in 910 KAR 1:180 Section 4, Eligibility

(A) Utilize a DAIL priority screening. Persons aged sixty (60) and over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services per 910 KAR 1:220

9) Ensure that services and information shall be offered to those clients that express a desire to pursue private pay designation, and a policy is in place to provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all clinical services.

10) Make the best use of existing resources, including but not limited to the following:

A) Incorporating the “informal” network into the services design;

B) Using volunteers and other available local resources as appropriate;

C) Leveraging local support from local municipalities, foundations, school districts, civic groups, fundraising, etc. to increase funds available and create stronger local ownership of the programs; and

D) Coordinating and complementing the existing formal service network – public, non-profit and for-profit.

11) Administer the SHIP program by providing:

A) Counseling and assistance

1. to eligible individuals in need of health insurance

2. to individual beneficiaries unable to access other channels of information or needing and Preferring locally based individual counseling services

B) Information and referral regarding:

1. obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.

2. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of the Social Security Act, as amended) and information that may assist eligible Individuals with filing claims under such Medicare supplemental policies

3. long-term care insurance

4. all Medicare health insurance coverage options, including Medicare Savings Programs

5. other types of health insurance benefits that may be provided to eligible individuals in the Region

6. appropriate Federal or State departments or agencies that provide assistance with problems Related to health insurance coverage (including legal problems)

7. other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources

8. Medicare’s Preventive Services, Medicare Annual Wellness visit and other healthy living Benefits available through Medicare

9. Provide beneficiaries access to disease prevention and health/wellness information by using Outreach and training strategies

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 date 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.

9) Document Homecare Client monthly contacts within the client's record in SAMS/WellSky that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals.

10) Ensure Homecare Client journal entries and notes justifying clients need for service and service delivery shall be entered in SAMS/WellSky for all Homecare clients in accordance with the BGAAAIL policies and procedures.

11) Document in each Homecare Client's electronic file that resources provided through natural supports have been exhausted before accessing Homecare funds. Documentation shall also include demonstration that the client is not eligible to receive the same services through the Kentucky Medicaid Program or Ky Department of Veterans Affairs programs as applicable.

12) Ensure a signed copy of the participant's rights and responsibilities is given to the participant and their legal guardian or POA and the copy of the participant's rights and responsibilities document is placed in the participant's electronic or paper file, as applicable. Electronic signatures and electronic storage are acceptable.

d) Training

1) Staff providing services under this contract, including staff of subcontractors, should be adequately trained to fulfill their duties.

2) Ongoing training should be provided by the Contractor to staff providing services under this contract. Topics should be relevant to the job duties and population served. The number of hours of training should reflect the type of position (i.e. more training hours for a social worker or case manager).

(a) all Homecare Case Managers shall complete sixteen (16) hours of in-service training on aging and disability related topics every fiscal year. Documentation of each case manager's training shall be kept by the Contractor and available for monitoring or upon request by BGAAAIL.

3) Documentation of training shall be available upon request and should indicate the training date, number of hours, training topic, the trainer, and validation by signature or electronic means (i.e. an email certificate or webinar screenshot).

4) All staff and volunteers shall be trained annually on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults. Training should be provided by individuals or organizations with expertise in working with older adults and educated in elder justice.

5) All staff and volunteers shall complete Dementia training offered through the Office of Dementia and supported by BGAAAIL.

6) SHIP counselors should be trained and receive regular updates on Medicaid changes, Medicare changes, Medicare Advantage, initiatives impacting the dual eligible population, and other relevant health insurance information.

7) All online training shall be submitted to BGAAAIL for pre-approval.

8) Mandatory training for SHIP counselors shall include:

- Prescription Drug Plan and Medicare Health Plans
- Filing original Medicare and private insurance claims and/or preparing Medicare appeals
- Comparing policies and explaining what services each policy provides

-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.

Training may be provided by:

- (1) A recognized institution of learning such as a vocational school, a community college;
- (2) An agency charged with education of the public in health-related matters such as the American Red Cross;
- (3) Or may be provided by the employing agency utilizing a designated coordinator and appropriate professional specialists as instructors;
- (4) Instructors shall include a nurse; a social worker; a home economist; nutritionist or dietitian; professional or homemaker employees
- (5) The 8 hours of initial course work shall include the following components:
Overview of the Aging Population and Needs: example topics may include but are not limited to the following:
 - 1 Working with Older Individuals
 - 2 Role of the Family
 - 3 Working with Individuals with Disabilities
 - 4 Death and Dying
 - 5 Cultural Humility
 - 6 Working with Individuals with Dementia

- 13) 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.

e) Staffing for Homecare

A) Provide sufficient supervisory staff to ensure effective administration and coordination of the Homecare program with the following duties:

- (a) meet all requirements of 910 KAR 1:180
- (b) Perform in-house monitoring of 10% of case records, documenting findings on a quarterly basis
- (c) Take corrective actions on areas identified as deficient
- (d) Provide in-house trainings and technical assistance based on the findings
- (e) Provide in-house review of 25% of all closed cases prior to final close.

Documentation of findings and resolutions should be available at monitoring

B) Provide sufficient staff to carry out case management and assessment duties described in 910 KAR 1:180 who meet the requirements outlined in 910 KAR 1:180, Section 5 and also perform the following duties:

- (a) Document community resources offered to individuals placed on the Homecare Waitlist
- (b) Document in the client's electronic record, on a monthly basis, contacts that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals
- (c) Review a social security award letter, bank statement, or official document to verify income and document in the client's file. Document in SAMS/WellSky.
- (d) Determine client eligibility, including any required fees utilizing the Homecare fee Schedule
- (e) Utilize the person-centered planning approach and document the process in the client record including who was involved, agency, and services they will provide
- (f) Record in electronic file informal and formal supports in the homecare client's plan

- (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.

2) Unregistered Services

A) Record in SAMS/WellSky those demographics required by BGAAAIL and DAIL and make reasonable effort to record additional demographics.

b) Match Requirements

Program	Federal	State/Local
Title III Administration	75%	25%
Title III-B Supportive Services, Title IIIC-1, Congregate		
Title IIIC-2, Home Delivered Meal	85%	15%*
III-D Health Promotion and Disease Prevention	100%	n/a
Title III-E National Family Caregiver Support Program	75%	25%
*5% of the 15% Match Requirement must come from state sources.		

c) Additional Requirements for Title IIIB Supportive Services

1) In-home services shall only be contracted with those personal service agencies certified pursuant to KY Office of the Inspector General. This certification must remain effective for the duration of the contract year.

2) Provide in-home services to clients based upon the client's needs assessment.

3) Ensure current services provided to the client reflect the care plan.

4) Report in-home client contacts and any change in the client's status in SAMS/WellSky.

5) Utilize the person-centered planning approach and document the process in the client record including who was involved, the agency, and services they will provide.

6) Providing general information to or conducting follow-up for potential clients on the waiting list may not be recorded as a case management service, but may be recorded as a supportive service where applicable (i.e. information and assistance).

7). Ensure 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 four (4) hours.

a. Training topics shall include but not be limited to:

1. Working with Older Individuals
2. Working with Individuals with Disabilities
3. Client Confidentiality
4. Maintaining a Clean and Safe Environment

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

(v) resident council participation

(vi) family council participation

(vii) facility visits

B) Training

(i) volunteer ombudsman

(ii) friendly visitors

(iii) ombudsman staff

(iv) facility staff

C) Community Education

6) Employ one (1) full time District Long-Term Care Ombudsman.

7) Recruit volunteers to ensure adequate presence in each long-term care facility.

8) Increase long-term care resident knowledge of home and community based long-term services and supports options.

e) Additional Requirements for Title III-C1 Congregate Meals and Title III-C2 Home Delivered Meals

1) Ensure every meal shall provide one-third (1/3) of the dietary reference intake (DRI), meet the requirements of the most recent Dietary Guidelines for Americans, and have been approved every 3 years or at each bid cycle (whichever is the less duration) by a Kentucky dietitian or certified nutritionist. This includes emergency and shelf-stable meals.

2) Employ a site director on a paid or volunteer basis who is responsible for activities at the site. OAA Title III-C1 funds may pay a maximum of five (5) hours per day of the site director's time.

f) Additional Requirements for Title III-C1 Congregate Meals

1) Provide one (1) hot or nontraditional congregate meal per day, five (5) or more days per week, within each county (except in a rural area where such frequency is not feasible and less frequency is approved in writing by BGAAAIL).

A) All exception requests must be approved by BGAAAIL before the Contractor can serve congregate meals less than five (5) days per week in a rural area.

2) 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.

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.

3) BGAAAIL reserves the right to limit the programs available for selection to more efficiently utilize financial resources and improve the health outcomes across the Region.

4) All programs utilizing Title III-D funding must be pre-approved by BGAAAIL. Contact Sarah Eldridge at seldridge@bgadd.org for program approval.

5) Contractor must provide a minimum of two (2) BGAAAIL approved evidence-based intervention in each Senior Center per fiscal year.

6) Each Title IIIB Provider must engage with local health departments to promote smoking cessation among older adults.

i) Additional Requirements for Title III-E National Family Caregiver Support Program

(Title IIIE Provider Only)

1) Participate in conference calls and attend BGAAAIL meetings or trainings as scheduled and requested by BGAAAIL.

2.09-Monitoring Requirements

The ADD shall monitor and evaluate the performance of activities under of all programs in accordance with this Contract, (45 CFR 1321.11), 910 KAR 1:220, 910 KAR 1:210, 910 KAR 1:180 and all other federal and state laws, regulations, and licensure requirements.

a) Contractor shall ensure that client eligibility has been determined, according to each program regulation, prior to the provision of services and entered into SAMS/WellSky and STARS prior to service implementation.

b) Contractor shall respond to BGAAAIL monitoring reports by submission of and compliance with a corrective action plan based on monitoring results.

c) Provide training and technical assistance regarding corrective action plans as needed.

2.10-Related Documents and Materials Incorporated by Reference

KRS Chapter 13B Administrative Hearings KRS 45A Kentucky Model Procurement Code

KRS 116.048 Voter registration agencies

KRS 147A.115 Annual reports of receipt and expenditure of state and federal funding

KRS 205.211 Secretary to correct any underpayment or overpayment of public assistance benefits KRS 209.030 Reports of adult abuse, neglect, or exploitation

KRS 209.030 Reports of Adult abuse, neglect, or exploitation

200 KAR 2:006 Employees' reimbursement for travel

KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

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

c. The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of \$5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Vendor shall deliver to BGAAAO: a complete and current inventory, including the information referenced in Section 9.48, of any and all of the Agency's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

SECTION 3-PRICING/INVOICING

a) Payments by BGADD to the Contractor shall be conditioned upon:

- 1) receipt of appropriate, accurate, and actual invoices along with backup documentation including source documentation,
- 2) receipt of invoices by the 8th day of the month following month of service,
- 3) continued satisfactory performance, as determined by BGAAAIL, and
- 4) the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract.
- 5) Payment by BGADD to the Contractor shall be made only after approval and full execution of this Contract.
- 6) Reimbursement of actual allowable expenditures shall be made in accordance with the approved budget and only after the BGADD Financial Officer or their designee has approved the invoice. Payment shall be made upon receipt of funds from CHFS/DAIL to BGADD.

b) Pursuant to KRS 205.211, the CHFS Cabinet Secretary has the authority to correct any underpayment or overpayment of public assistance benefits.

c) Requirements for Invoices

Invoices may be submitted between the sixth (6th) and eighth (8th) day of each month following the month of service to BGADD by the Contractor.

Invoices must be submitted in accordance with Section 4.00.10 – Payment and at a minimum include:

- A) Vendor's name and address.

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.

5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

d)--BGADD shall recoup any funds it determines are unallowable, excessive, and unreasonable. All costs must follow the guidelines set forth below:

e) Payment will be made to Contractor via electronic banking transaction upon BGADD receiving payment from CHFS/DAIL.

SECTION 4-BGADD GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

The BGADD's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the BGADD and approved by the BGADD Executive Board shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.00.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2023 through June 30, 2024

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.00.03-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the BGADD, and incorporated as a written amendment by the BGADD/AAAIL prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Bluegrass Aging Advisory Council, or this authorized designee, and the BGADD Executive Board. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

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

defined within KRS 14A.1-070.

4.00.09-Payment

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by BGADD. The invoice must conform to the method described in Section 2.06 and 3-Payment and Invoicing Requirements of this Contract.

4.00.010-Expenses

Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the BGADD/AAAIL. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other expenses, if authorized herein:

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Contract or authorized in advance and in writing by the BGADD/AAAIL.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from The Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the BGADD/AAAIL.

4.00.11-Purchasing and Specifications

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

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the BGADD/AAAIL. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

4.00.12-Conflict-of-Interest Laws and Principles

The Contractor certifies that it is legally entitled to enter into this Contract with the BGADD/AAAIL, and by holding and performing this Contract, The Contractor will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

4.00.13-Campaign Finance

The Contractor certifies that neither The Contractor nor any member of The Contractor's immediate family having an interest of ten percent (10%) or more in any business entity involved in the performance of this Contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Contract. The Contractor

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

Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by BGADD in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

4.01.06-Sovereign Immunity

The Parties expressly agree that no provision of this Contract constitutes a waiver by BGADD or the Commonwealth of Kentucky of any immunities from suit or from liability that BGADD or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

Neither Party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that BGADD shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with BGADD in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.

4.01.08-Maintenance of Insurance

During the term of this Contract, The Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in The Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of The Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that The Contractor and any Subcontractor are not self-insured, each shall, in any event, name BGADD as an additional insured on any policy of coverage, with the exception of the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall notify BGADD of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to BGADD.

BGADD shall not be responsible for any premiums or assessments on the policy or policies held by The Contractor or any Subcontractor under this Contract. BGADD may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Program. Should BGADD exercise this option, it shall be fully reimbursed by The Contractor, either by The Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to BGADD.

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

leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee, volunteer, or independent contractor of the Contractor.

In no event shall any employee, volunteer, or independent contractor of the Contractor be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the BGADD.

4.01.13-Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State, or Local Protected Class)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws. the Contractor agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.
2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not based on membership in a protected class: denied aid, care, services, or other benefits provided under this Contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility; or meeting other requirements or conditions that must be met to receive benefits.
3. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.
4. In all program or service solicitations or advertisements placed by or on behalf the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.
6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.
7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with

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.

4.02.03-Subcontractors

Unless otherwise provided for in this contract, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the BGADD. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor.

4.02.03.01-Responsibility for Subcontractor Contract Requirements

The Contractor shall have a Contract with any Subcontractor that the Contractor contracts with to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the Subcontractor shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the Subcontractor's section. The Subcontractor must make available to the Contractor and to BGADD/AAAIL, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.

No obligation or right of the Contractor under this Contract shall be subcontracted to another, without prior written approval, of BGADD after BGADD has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Contractor, upon the BGADD's request, shall submit the subcontract for approval to the Contract Specialist identified on page 1.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Contractor's contract with the Subcontractor. The Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with Subcontractors.

The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that BGADD and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials that are pertinent to this Contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

4.02.04-Indirect Cost

Except as otherwise authorized by this Contract, no indirect costs shall be reimbursed.

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).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall take action to ensure its 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 section. This action will include Contractor's delivery to BGADD, for BGADDs' approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(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 under this section 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 Contract; or
3. Necessary due to The Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on The Contractor; or
4. Deficiencies may also result in the assessment of penalties as described in Section 4.02.10-Performance-Based Penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

Any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under 920 KAR 1:060 that provide for a Cabinet review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects, which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS. The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the CHFS Institutional Board. No research may begin until such time as the Board reviews and approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the BGADD may issue penalties up to five percent (5%) of the total amount of contract for each instance of non-performance.

If the BGADD elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of the BGADD's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.

The BGADD/AAAIL will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:
 - A. Letter of Concern

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 BGAAAIL'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.

4.02.12-Provisions for Termination

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312. This Contract may be terminated:

- If the Contractor is in default of its contractual obligations, after the BGADD has provided the Second Party written notice of the identified deficiencies and a specified time to cure; For convenience of the BGADD by providing the Contractor thirty (30) calendar days written notice of termination;
- Immediately for cause;
- Upon less than thirty (30) calendar days notice to the Contractor, upon written determination of the BGADD, or his designee, for convenience of the Bluegrass Service Area.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

4.02.13-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps The Contractor will take in the event of an outage or failure of either The Contractor's or BGADD's data or communication or technical support system. Such plans shall enable The Contractor to continue to meet all requirements of BGADD. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining execution all plans shall be borne solely by The Contractor.

4.02.14-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

The Contractor hereby agrees to cooperate with the BGADD in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The Contractor hereby agrees that the BGADD may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.

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 BGADD, 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. Deliver a full and complete accounting and report as of the date of termination about the status of services. This report shall be provided to BGADD within twenty-one (21) days of the effective date of termination.

5. Transfer all documents and records of every kind, including electronic, microfilm, paper, or otherwise, in their possession that pertain to this Contract, including but not limited to, all those listed in the contract, within twenty-one (21) days of the effective date of termination. All documents shall be in a BGADD-approved format.

6. Provide reasonable and appropriate assistance to BGADD and its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the BGADD within twenty (20) days of the effective date of termination.

7. Pay any and all additional costs incurred by BGADD that are the result of The Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Bluegrass ADD/AAAI.

4.04.02-Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;
2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

4.04.03-Code of Ethics

The Contractor and all professional personnel who may provide services under this Contract or any subcontract with the Contractor shall be familiar with and abide by any and all code of ethics or conduct as designated by BGADD that have been established by a national or regional association and are generally recognized as being applicable. Failure of the Contractor to abide by the applicable code of ethics shall result in the immediate termination of the contract.

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

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;

C. Available drug counseling, rehabilitation, and employee assistance programs; and

D. The penalties that may be imposed upon employees for drug abuse violation.

4.04.08-Data Use Agreement

Not Required

4.04.09-Business Associate Agreement

A Business Associate Agreement has been determined to be unnecessary for this Agreement.

4.04.10-Record Checks

A current and satisfactory criminal record check that is satisfactory with no convictions or outstanding charges which would constitute a disqualifying offense under 900 KAR 1:009. A criminal record check shall be completed through the Kentucky State Police Information Center or the Administrative Office of the Courts. If an individual providing services under the contract has resided or worked in a state other than Kentucky a satisfactory records check shall be required of those states as well.

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II, regarding Contract provisions for non-federal entity Contracts under federal award.

The following terms shall apply:

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5 and 2 CFR 180, the Contractor shall certify, by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

For the purposes of this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

The Contractor shall be compliant with 2 CFR 180 at the time of award and throughout the contract period.

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

2 CFR Part 900, Department of Energy

2 CFR Part 1500, Environmental Protection Agency

2 CFR Part 2200, Corporation for National and Community Service

2 CFR Part 2400, Department of Housing and Urban Development

2 CFR Part 2800, Department of Justice

2 CFR Part 2900, Department of Labor

Unless otherwise indicated by this Agreement, this sub-award does not include Research and Development.

The Contractor (sub-recipient) and all lower tier sub-recipients shall adhere to all the requirements of the federally approved grant application, Notice(s) of Grant Award and Terms and Conditions. The Contractor shall be fully liable for federal refund of any deficiencies identified in audit, state or federal review.

5.01.01-Federal Funding Accountability and Transparency Act Compliance

The Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by Section 6202(a) of P.L. 110-252), in accordance with 2 CFR, Part 170, including registration of a unique entity identifier number if the amount of Federal funding awarded to the Contractor is \$25,000.00 or more.

The Contractor must disclose to BGADD the names of the top five executives and total compensation to each, if:

1. More than 80% of the Contractor's annual gross revenues originate from federal funds (received directly or indirectly), and those revenues are greater than \$25,000,000.00 annually; and
2. Compensation information is not already available to the public (such as, through reporting under the Securities Exchange Act of 1934. See 2 CFR, Part 170 for additional details regarding executive compensation requirements).

5.01.02-Audit Requirements

The Contractor (sub-recipient) shall have an audit conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR, Part 200, Uniform Guidance, Subpart F – Audit Requirements. The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the Contract Specialist within nine (9) months after the fiscal year end.

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.

2. All reports and documentation: Electronic submission of required documents may be acceptable at the discretion of the Agency Contact identified on page 1 of the Contract.

5.01.05-Cost Share or Matching

If indicated elsewhere in this Agreement, the Contractor (Sub-recipient) shall provide the required match as outlined in the approved grant application. The Contractor shall be fully liable for refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet all of the following criteria:

- Are verifiable from the Contractor's records;
- Are not included as match contributions for any other award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;
- Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and
- Conform to other provisions of 2 CFR, Part 200, and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

5.01.06-Additional Information Required Under 2 CFR §200.331(a)(1)

Upon request, the BGADD will make available any additional information required under 2 CFR §200.331(a)(1), Federal Award Identification.

(Rev. 05/06/20)