



**DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
VEHICLE LEASE APPROVAL SUMMARY SHEET**

Business Area 0135 - University of Arkansas at Fayetteville

Funding: Federal grant awarded by Federal Transit Administration

Purpose: 15-passenger van will be used in Delta Rides initiative, establishing a deviated fixed route transportation solution in rural Phillips county.

Contract Period: June 2024 through December 31, 2024.

Cost: Approximately \$15,000

Type of Vehicle 15-passenger van, RWD, 3.5 V-6

Vendor: Merchants Automotive Group, LLC

Agency contact name: Matt Brown, CFO UADA

Agency contact email: dmbrown@uada.edu

Agency contact phone: 501-671-2032

APPENDIX C

Fee Schedule and Billing Information

Subrecipient shall be reimbursed according to the following fee schedule:

Item	Grant Funds
Direct labor salaries or wages	30,240.36
Fringe benefits	2,388.96
Contracted/consultant s/stipends	
Travel	2,496
Meeting costs	
Other direct costs – Equipment and supplies	21,265.75
Indirect costs	18,608.93
TOTAL GRANT BUDGET	75,000.00

Subrecipient shall follow the billing procedures outlined in the contract and other Appendices, repeated here for convenience:

- Subrecipient shall submit invoices by the 15th day following the month in which the activities were performed, accompanied by a monthly progress report. The invoiced period shall match the period for monthly progress reporting. Even if Subrecipient is not requesting reimbursement for costs related to Services performed, Subrecipient will still submit a written monthly progress report by the 15th day following the month in which the Services were performed.
- Subrecipient invoices shall include, at a minimum, the following information, and other details noted in the Monthly Report Form provided by CTAA:
 - Payee Name and Remittance Address
 - Invoice Date
 - Total Contract Funded Value
 - Short Description of Activities Performed
 - Amounts being billed
 - Remaining amount to be billed (Contract Funded Value – Cumulative Amounts Billed)
- Invoices shall be submitted to CTAA's accounts payable department to 1341 G Street, NW, Suite 250, Washington, DC, 20005 for processing and can be sent by email to Bill Wagner, wagner@ctaa.org.
- Each invoice shall contain the following certification signed by an authorized representative of the Subrecipient: *"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."*
- Should Subrecipient determine it needs to alter the originally approved budget between CTAA and Subrecipient, Subrecipient shall submit a request for Budget Modification showing, at a minimum, a) the entire original budget by line item, b) the requested revised amounts by line item, c) the percentage change between the original and revised amounts, and d) the reason for the requested change.

XVI. Budget & Budget Narrative Budget

Item	Grant Funds	In-Kind Funds (optional)	Total Project Funds
Direct Labor	\$30,240	\$0	\$30,240
Fringe Benefits (7.9%)	\$2,388.96	\$0	\$2,388.96
Travel	\$2,496	\$0	\$2,496
Consultant/contracted services	\$0	\$0	\$0
Meeting Costs	\$0	\$0	\$0
Direct Costs	\$21,265.75	\$0	\$21,265.75
Indirect Costs	\$18,608.93	\$0	\$18,608.93
TOTAL BUDGET	\$74,999.64	\$0	\$74,999.64

Budget Narrative

Direct Labor:

Two drivers, paid hourly at \$16 per hour for 16 hours per week for 20 weeks each

$$16 \times 16 = 256 \mid 256 \times 20 \text{ weeks} = 5,120 \mid 5,120 \times 2 = \mathbf{10,240}$$

One coordinator, paid hourly at \$20 per hour for 25 hours per week for 40 weeks

$$20 \times 25 = 500 \mid 500 \times 40 \text{ weeks} = \mathbf{20,000}$$

Hourly Fringe (7.9%)

$$(10,240 + 20,000) \times 0.079 = \mathbf{2,388.96 \text{ DIRECT}}$$

LABOR TOTAL: \$32,628.96

Travel:

Project team travel to/from UADA Little Rock State Office to UADA Phillips County Office

240 miles (r/t) x 5 project team members = 1,200 miles per trip

1,200 x 4 trips = 4,800 miles

$$4,800 \times (0.52 \text{ cents/mile}) = \mathbf{\$2,496}$$

TRAVEL TOTAL: \$2,496.00

Consultant/contracted services: **Not applicable**

Meeting Costs:
Not applicable

XVI. Budget & Budget Narrative Budget

Other direct costs:

Vehicle Lease:

10-month lease (Mar-Dec, 2024) at \$1,500 per month = **\$15,000**

Fuel: (assuming Ford Transit 15-passenger van and 4 days per week route service to Marvell and Elaine; 2 days for each route):

1154.4 route miles per week | 25 gallon gas tank vehicle |

Assuming 25 mpg | = 625 miles per tank

1,154.4 x 40 weeks = 46,176 total miles

625 / 1,154.4 = .54 route completions per gas tank fill-up

25 gallons x average regular octane gasoline (\$2.99/gal [Arkansas average]) = **\$74.75** per fill up

46,176 miles / 625 miles per tank = approx. 74 gasoline fill ups

74 fill ups x 74.75 per fill up = **\$5,531.50**

Vehicle maintenance costs (oil / tires / lubricants): **\$734.25**

15,000 + 5,531.50 + 1,327.25 = **\$21,265.75**

DIRECT COSTS TOTAL: \$21,265.75

GRAND SUBTOTAL: \$56,390.71 (including fringe)

Indirect costs:

UADA indirect cost rate is 33%. Indirect costs are applicable to all direct costs. See attached NICRA. See Appendix C.

$\$56,390.71 \times (.33) = \$18,608.93$

GRAND TOTAL BUDGET: \$74,999.64

$\$56,390.71 + \$18,608.93 = \$74,999.64$

Operations Plan Template:

Operational Activities

Activity Title	Activity Details
Routing	See RLS Full Operations Plan, beginning on page 19.

XVI. Budget & Budget Narrative Budget

Scheduling	Scheduling will be accomplished using the RideSheet software platform.
Vehicles	A lease for a 15-passenger van, similar to a Ford Transit 350, will be secured using project funds.
ADA Requirements	As applicable, the Delta Rides project will follow all Americans with Disabilities Act requirements related to transportation and accommodation of persons covered and protected under the laws as written by the U.S. Department of Justice Civil Rights Division.
Capacity	Fifteen (15) passengers (including the driver) may be accommodated with the proposed vehicle (see above).
Service Area	The Delta Rides project will service Helena-West Helena, Marvell, and Elaine, Arkansas. In addition, the serviced stops include all of those proposed in the RLS & Associates Full Operations Plan’s Route Option 1.B. See page 23 of the Full Operations plan for details.
Other	N/A

Customer-facing Activities

Activity Title	Activity Details
Ride request process	For certain routes, a ride reservation process will be established for community members to use in order to reserve rides in advance of a particular day of the week. For on-demand and/or deviated routes, a one-mile radius deviation will be allowed in order to pick up riders from their homes and/or other everyday destinations along the routes in Marvell and Elaine.
Website	A fully dedicated Delta Rides website will be built upon receipt of NCMM funds. Additionally, a UADA webpage will be dedicated to the project. A Facebook page that houses our UADA Health programs is established and has Delta Rides-related content already published. See here for more: https://www.facebook.com/UADAPathwaysToHealth/
Call center	Our mobility manager/project coordinator will serve as the Call Center resource and customer service representative for our riders.
Fares	For the Delta Rides pilot, we aim to create a free ridership experience. However, in collaboration with RLS & Associates, a series of Fare Cost possibilities has been established (see page 24 of the Full Operations Plan).
Passes	For the Delta Rides pilot, we aim to create a free ridership experience. However, in collaboration with RLS & Associates, a series of Fare Cost possibilities has been established (see page 24 of the Full Operations Plan).

XVI. Budget & Budget Narrative Budget

Marketing	Delta Rides marketing and advertising, includes local, regional, and statewide earned and paid media (including social media, newspapers, and UADA Communications Team publications.
-----------	--

Financial Sustainability

Activity Title	Activity Details
Fixed costs	Fixed costs include: <ul style="list-style-type: none"> • Two drivers, paid hourly at \$16 per hour for 16 hours per week for 20 weeks each (\$10,240) • One coordinator, paid hourly at \$20 per hour for 25 hours per week for 40 weeks (\$20,000) • Fringe rate (7.9%) (\$2,388.96) • 10-month lease (Mar-Dec, 2024) at \$1,500 per month = \$15,000
Variable costs	Variable costs include: <ul style="list-style-type: none"> • Fuel (\$5,531.50 estimated) • Vehicle maintenance (\$1,327.25 estimated)
Other costs	Indirect costs: <ul style="list-style-type: none"> • On \$75,000 (\$18,016.27)
Funders	Potential additional funding for the Delta Rides project includes: <ul style="list-style-type: none"> • Centers for Disease Control and Prevention High Obesity Program • Robert Wood Johnson Foundation Pioneering Ideas Grant • Helena Health Foundation • Sponsorships from local partners
Funder requirements	<ul style="list-style-type: none"> • https://www.cdc.gov/nccdphp/dnpao/state-localprograms/hop/high-obesity-program-2023-2028.html • https://www.rwjf.org/en/grants/active-fundingopportunities/2020/pioneering-ideas-submission.html?_kx= • https://helenahhealthfoundation.org/grants-%26-scholarships

Performance Metrics

Activity Title	Desired Outcome (target metric)
See Section XV. above.	



This professional services agreement (the “Agreement”) is made and effective between

Community Transportation Association of America (“CTAA”)
1341 G Street NW, Suite 210
Washington, DC 20005

And

University of Arkansas System (“Subrecipient”)
Division of Agriculture
Cooperative Extension Service
2301 S. University Ave.
Little Rock, AR 72204

WHEREAS, CTAA operates the National Center for Mobility Management (“NCMM”) through a cooperative agreement with the Federal Transit Administration (FAIN DC-2023-002-00); and

AND WHEREAS, Subrecipient was selected by CTAA to be a recipient of an NCMM Ready-to-Launch Pilot Grant; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

1.2 CTAA is the recipient of a Master Agreement (Cooperative Agreement) with the Federal Transit Administration (FAIN: DC-2023-002-00; CFDA: 20531; funding source: 5314 - Technical Assist, Standard HR, & Training [2018 and forward]) to operate the National Center for Mobility Management (NCMM), Phase II, Year 5. This contract is associated with that cooperative agreement, and is part of CTAA project number 377930. The period of performance for CTAA’s contract with the FTA is March 1, 2023, through December 31, 2024.

2. SCOPE OF WORK

2.1 Subrecipient shall complete the activities set forth in Appendix B, attached hereto and incorporated herein by reference (“Activities”). Subrecipient shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (“Deliverables”).

3. AGREEMENT

3.1 The entire agreement between the parties consists of this agreement and all of the documents listed below ("contract documents ") which are incorporated herein. The contract documents constitute the entire agreement between the parties regardless of any other prior or subsequent written or oral understandings or agreements.

- Appendix A–General Terms and Conditions
- Appendix B–Scope of Work
- Appendix C–Fee Schedule
- Appendix D–Federal Award Identification Information
- Appendix E–FTA Cooperative Agreement
- Appendix F– Federal Funding Accountability and Transparency Act Form
- Appendix G–Federal Contract Provisions
- Appendix H–“reserved”
- Appendix I–Waiver of Workers Compensation
- Appendix J–Nonstandard Insurance Statement
- Appendix K–Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities; AND Covered Telecommunications Equipment or Services-Representation (Oct 2020)
- Appendix L – “reserved”
- Appendix M – CTAA Code of Conduct

4. PERIOD OF PERFORMANCE

- 4.1 The period of performance for this Agreement shall be from February 15, 2024 to December 15, 2024. Options to extend this Agreement shall be made by written modification agreed to by all parties.

5. FEES, PAYMENT, AND INVOICING

- 5.1 In consideration of Services performed, CTAA will pay Subrecipient according to the general terms and conditions set forth in Appendix C and the payment terms set forth in Appendix C, attached hereto and herein incorporated by reference.
- 5.2 Subrecipient is not authorized to perform Services, make expenditures, or incur obligations that exceed Seventy-Five Dollars (\$75,000) and such amount, unless otherwise specified herein or through a formal change order, is the maximum amount for which CTAA shall be liable.
- 5.3 Subrecipient shall submit invoices no later than the 15th day following the close of the month in which the Services were performed. The invoiced period shall match the period for monthly progress reporting or deliverable, if applicable. Even if Subrecipient is not requesting reimbursement for costs related to Services performed, Subrecipient will still submit a written monthly progress report by the 15th following the month in which the services were performed. Subrecipient shall be paid within forty-five (45) days from the receipt of the proper invoice from Subrecipient that is approved by Client.
- 5.4 Subrecipient invoices shall include, at a minimum, the following information, and other details noted in the Monthly Report Form provided by CTAA:
- Payee Name and Remittance Address
 - Invoice Date
 - Total Contract Funded Value
 - Short Description of Activities Performed
 - Amounts being billed
 - Remaining amount to be billed (Contract Funded Value – Cumulative Amounts Billed)
- 5.5 Invoices shall be submitted to CTAA’s accounts payable department to 1341 G Street, NW, Suite 210, Washington, DC, 20005 for processing and can be sent by email to Bill Wagner, wagner@ctaa.org.
- 5.6 Each invoice shall contain the following certification signed by an authorized representative of the Subrecipient:

“I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement.”

- 5.7 Should Subrecipient determine it needs to alter the originally approved budget between CTAA and Subrecipient, Subrecipient shall submit a request for Budget Modification showing, at a minimum, a) the entire original budget by line item, b) the requested revised amounts by line item, c) the percentage change between the original and revised amounts, and d) the reason for the requested change.
- 5.8 Subrecipient will not subcontract with any other entities without the prior written consent of CTAA. Any such transfer without prior written consent of CTAA will be void and of no effect. Non-professional temporary personnel agencies and vendors of standard materials and supplies are not considered subcontractors for the purposes of this paragraph.
- 5.9 If at any time during the project year governed under this contract, the Subrecipient determines that it will not be able to spend the full contract amount, it will notify CTAA immediately upon making this determination, to discuss potential actions to be taken.

6. KEY PERSONNEL

- 6.1 Subrecipient shall provide the key personnel listed below to perform the Services. The personnel are considered to be essential to the work performed and Subrecipient shall not replace any such key personnel without the prior written approval of CTAA, which approval shall not be unreasonably withheld. Where such authorization has been granted by CTAA, Subrecipient shall replace the key person(s) with a person(s) of comparable training and experience. Subrecipient has notified CTAA that the key personnel consist of the following individuals/positions:

Bryan Mader DrPH, MPH, CHES, Assistant Professor & Health Specialist
Darby Treat, MPH, Program Associate, High Obesity Program

7. NOTICE

- 7.1 Amy Conrick, Director of the National Center for Mobility Management, is responsible for supervision of all technical aspects of the contract up until June 30, 2024, and can be contacted at 202-415-9692, conrick@ctaa.org. After June 30, 2024, Bill Wagner will responsible for supervision of all technical aspects of the contract and can be contacted at 202-940-6036, wagner@ctaa.org.
- 7.2 Reginald Knowlton, CTAA's Chief Financial Office, is responsible for all contractual changes for this agreement and can be contacted at (800) 891-0590 and knowlton@ctaa.org.
- 7.3 Any notice given by either party shall be in writing and shall be deemed given, five (5) calendar days after deposit with the United States Postal Service, postage prepaid, certified return receipt requested, or upon actual delivery to the other party at the following addresses:

Community Transportation Assn. of America
1341 G Street, NW, Suite 210
Washington, DC 20005
Attention: Scott Bogren, Exec. Dir.
Email: bogren@ctaa.org

University of Arkansas, Div. of Agriculture
("Subrecipient")
2301 S. University Ave.
Little Rock, AR 72204
Attention: Matt Brown, Assoc. VP Fin & Adm
Email: mbrown@uada.edu

8. ENTIRE AGREEMENT

- 8.1 Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, CTAA and Subrecipient have caused this Agreement to be executed by their duly authorized representatives as set forth below.

FOR:
Community Transportation Assn. of America



Scott Bogren, Executive Director

Name (Typed or Printed)

02/07/24

Date

FOR:
Univ. of Arkansas, Division of Agriculture

DocuSigned by:

089E4F40B3EF454...

Matt Brown, Associate Vice President for Finance and Administration

Name (Typed or Printed)

2/8/2024

Date

APPENDIX A

GENERAL TERMS & CONDITIONS

1. **INDEPENDENT CONTRACTOR** Subrecipient is an independent contractor and not an employee, agent, or representative of CTAA. Subrecipient shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment and other taxes and payments as required by law, for itself and any persons it employs. Subrecipient shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of the Statement of Work, and shall be solely responsible for its own financial obligations to third-parties and to its employees and contractors. Further, Subrecipient agrees that it shall not be covered by any CTAA insurance or benefits, including but not limited to Worker's Compensation, Professional Liability, General Liability, Employer's Liability, Automotive Liability, and Unemployment Compensation. Subrecipient shall protect, defend and hold CTAA harmless from any claims or penalties asserted or assessed against CTAA by any person or governmental entity relating to Subrecipient's responsibilities as an independent contractor.

2. **TAXES** Except as otherwise specified in this Agreement, the fees for Services and Deliverables shall include all applicable federal, state, local sales, provisional, municipal, use, privilege, and other taxes or assessments, however designated or levied, which are required pursuant to any applicable law, rule, or regulation and relate to any amounts payable under this Agreement and any required taxes or amounts in lieu thereof paid or payable by Subrecipient, exclusive of taxes based on Subrecipient net income or net worth.

3. **ADDITIONAL INSTRUMENTS** The parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to: (i) achieve the objectives of this Agreement, and establish, preserve, or enforce the related rights or (ii) provide the other with any and all documents or materials required to achieve the obligations in connection with this Agreement.

4. **CONFIDENTIAL INFORMATION**

Use and Nondisclosure. The Confidential Information of the discloser may be used by the receiver only in connection with the Services or Deliverables, and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations or to receive or use the Services or Deliverables under this Agreement.

Subrecipient shall neither use nor disclose Confidential Information except to Subrecipient's directors, officers, Personnel who: (i) reasonably need to know such Confidential Information; (ii) have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (iii) have signed an agreement of confidentiality at least as restrictive as the confidentiality obligations herein. Subrecipient shall allow no Personnel or Persons to provide

Services or Deliverables who have not signed such an agreement. Subrecipient's Personnel and its subcontractors' obligations of confidentiality are in effect both during their employment and thereafter. Subrecipient shall take such steps necessary to ensure that no unauthorized person shall have access to Confidential Information

Subrecipient shall use Personal Data as set forth in Section 41 hereof ("**Data Protection Compliance**"), and ensure that it complies with any applicable laws related to the protection of Personal Data as set forth in Section 41 hereof ("**Data Protection Compliance**")

Standard of Care. Subrecipient shall maintain in strict confidence all Confidential Information received from CTAA and/or CTAA, either orally or in writing, or generated by the Subrecipient. Subrecipient shall protect the confidentiality of Confidential Information in the same manner as it would protect the confidentiality of its own confidential information of like kind, but in no event shall Subrecipient use less than reasonable care.

Return. Subrecipient shall return to CTAA and/or CTAA Confidential Information or destroy such Confidential Information, and all copies of such Confidential Information, upon the expiration or termination of this Agreement, unless CTAA otherwise directs sooner in writing.

Exceptions. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction.

Government Obligations. A party will not be considered to have breached its obligations under this Section 4 for disclosing Confidential Information of the other party to the extent required to: (i) comply with the order of a court of competent jurisdiction or other governmental body having authority over such party; (ii) comply with applicable law or regulation requiring such disclosure; or (iii) make such court filings as may be required to establish a party's rights under this Agreement; provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such party receiving such request: (y) advises the other party prior to making such disclosure in order that the other party may: (a) object to such disclosure; (b) take action to ensure confidential treatment of the Confidential Information; or (c) take, subject to applicable law, such other action as it considers

appropriate to protect the Confidential Information and (x) takes all action necessary to not disclose Confidential Information that is not required to satisfy such legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise).

5. DELIVERABLES

Ownership of CTAA-Provided Intellectual Property. As between the parties, CTAA, its Affiliates and licensors will be the sole and exclusive owner of the Intellectual Property owned by CTAA or CTAA Affiliates or provided to Subrecipient by CTAA under this Agreement (collectively, the "CTAA-Provided Intellectual Property"). CTAA-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements or improvements to CTAA-Provided Intellectual Property.

Ownership of Subrecipient-Provided Intellectual Property. As between the parties, Subrecipient, its Affiliates and licensors will be the sole and exclusive owner of the Subrecipient-Owned Intellectual Property. Subrecipient-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements or improvements to the Subrecipient-Provided Intellectual Property.

Ownership of Deliverables-Custom and Deliverables-Other. Unless otherwise provided for in this Agreement, and subject to any restrictions of any third-party materials and this Section hereof ("Embedded Subrecipient-Provided Intellectual Property"):

(i) Deliverables-Custom shall be CTAA's sole and exclusive property. Subrecipient hereby assigns to CTAA without further consideration of Subrecipient's rights in and to such Deliverables-Custom (excepting any Subrecipient-Provided Intellectual Property). To the extent any Deliverables-Custom contains Subrecipient Confidential Information, such information will be subject to Section 4 ("Confidential Information") hereof.

(ii) CTAA (and its Affiliates) will have a perpetual, irrevocable, worldwide, royalty free, non-transferable (except as otherwise provided herein), non-exclusive, paid-up right and license to use, maintain, copy, modify, enhance and prepare derivative works of the Deliverables-Other;

(iii) CTAA's rights in the Deliverables-Other will be strictly for purposes of CTAA's (and its Affiliates') as set forth an applicable statement of work ("SOW");

(iv) CTAA may allow CTAA third-party vendors as an authorized user under CTAA's license to use the Deliverables- Other to the extent that such CTAA Third party Vendors are under an obligation of confidentiality with CTAA at least as restrictive as the terms set forth herein, such use is in accordance with the license restrictions contained herein and solely for the purpose of such CTAA Third party Vendors' providing Services or Deliverables to CTAA or CTAA Affiliates. All other rights (including all other intellectual and industrial property rights) in the Deliverables-Other will remain with or are hereby assigned to Subrecipient.

Embedded Subrecipient-Provided Intellectual Property. To the extent Subrecipient incorporates or embeds

Subrecipient-Provided Intellectual Property into any Deliverables, the following provisions will apply:

(i) Subrecipient will grant and hereby grants to CTAA a nonexclusive, nontransferable (except as otherwise provided herein), worldwide, royalty-free, perpetual, irrevocable license to use, maintain, modify, enhance and create derivative works of such Embedded Subrecipient-Provided Intellectual Property to the extent necessary to use or maintain such Deliverables for CTAA's (and its Affiliates') business purposes set forth an applicable SOW and solely as used in such Deliverables and not as a "stand-alone" product or separately from such Deliverables in which it is embedded. Subrecipient will not be deemed to have transferred or assigned any other rights to CTAA with respect to any Embedded Subrecipient-Provided Intellectual Property.

Notwithstanding the foregoing, Subrecipient, its Affiliates and licensors will be the sole and exclusive owner of the Subrecipient-Provided Intellectual Property Enhancements. CTAA hereby grants to Subrecipient without further consideration CTAA's rights in and to such Subrecipient-Provided Intellectual Property Enhancements. All such Subrecipient-Provided Intellectual Property Enhancements will be deemed part of the license granted to CTAA as set forth in this Section.

(iii) If CTAA Affiliates are under an obligation of confidentiality at least as restrictive as the terms set forth herein, CTAA may allow CTAA Affiliates as an authorized user under CTAA's license to the Deliverables (including Embedded Subrecipient-Provided Intellectual Property) to the extent such use is in accordance with the license restrictions contained herein. Such use is conditioned on CTAA and CTAA Affiliates' agreement that all claims related to CTAA's license must be brought solely by CTAA. CTAA shall be liable for the acts and omissions of its Personnel, and its Affiliates and their Personnel.

(iv) If CTAA third-party vendors are under an obligation of confidentiality at least as restrictive as the terms set forth herein, unless otherwise provided in this Agreement, CTAA may allow CTAA third-party vendors as an authorized user under CTAA's license to use the Deliverables (including Embedded Subrecipient-Provided Intellectual Property) to the extent such use is in accordance with the license restrictions contained herein, and solely for the purpose of such CTAA third-party vendors' providing services to CTAA or CTAA Affiliates. CTAA shall be liable for the acts and omissions of CTAA third-party vendors and their personnel. Subrecipient shall defend and indemnify CTAA against any claim or loss related to the infringement of any patent, trademark or copyright by Subrecipient under this Agreement.

6. CONFLICTS of INTEREST In the performance of the Services or delivery of the Deliverables hereunder, it is Subrecipient's responsibility to avoid (i) any actual or apparent conflict between Subrecipient's duties or obligations to other parties, including the federal government or the local country government, and such duties and obligations assumed under this Agreement and (ii) disclosure of information which would, or would appear

to, violate such duties and obligations to third-parties. In the performance of this Agreement, Subrecipient shall not make or participate in any marketing calls or contacts with the federal government or the local country government or others which might create the possibility or appearance of a conflict of interest or an actual conflict of interest. Subrecipient warrants that neither its entering into this Agreement nor its performance of any Services and/or delivery of Deliverables hereunder will result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which Subrecipient may become biased with respect to the Services or Deliverables, gain an unfair competitive advantage or otherwise not be in the best interest of CTAA with respect to the Services. Subrecipient further warrants that it will promptly notify CTAA of any such actual or apparent conflict of interest of which it becomes aware after the Effective Date of this Agreement. Failure of Subrecipient to promptly disclose a conflict of interest shall constitute a material breach of this Agreement. Subrecipient further warrants that entering into this Agreement will not conflict with any existing agreements or arrangement to which the Subrecipient is party.

7. MEETINGS/EVENTS Subrecipient shall attend periodic meetings as may be required by CTAA, and be prepared to accurately report on the current and projected status of the Services at those meetings.

8. NOTICE of EXPENDITURE If this is a time and materials, cost reimbursable or unit price agreement, Subrecipient shall provide prompt written notice to CTAA of expenditures of seventy-five percent (75%) and ninety percent (90%) of estimated costs unless the period of performance for the Services is less than two (2) weeks.

9. LICENSES and PERMITS Subrecipient represents and warrants that it has or shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse Subrecipient's failure to strictly comply with the terms hereof.

10. RELATED WORK Should Subrecipient's performance depend in any way on the proper performance of another subcontractor or consultant, Subrecipient agrees to take all reasonable measures to discover any defects in such performance as it relates to the Services and shall promptly report such defects in writing to CTAA. Subrecipient shall cooperate fully with other subcontractors and consultants and with CTAA's employees and agents, shall incorporate any reasonable changes in scheduling and performing the Services to accommodate the needs of the other subcontractors or consultants, and shall comply promptly with the directions given by CTAA's representatives.

11. CONTACTS with CTAA'S CUSTOMERS CTAA shall be solely responsible for all liaison and coordination with its customers. Under no circumstances will Subrecipient act upon directions given by CTAA's customers. If Subrecipient receives such directions from one or more of CTAA's

customers, Subrecipient will notify CTAA as soon as possible and obtain written authorization from CTAA before taking any action based upon those directions. CTAA will not be liable for the cost of work done by Subrecipient without the express written authorization of CTAA.

12. NON-SOLICITATION of CUSTOMERS Subrecipient agrees that, during the term of this Agreement and for a period twelve (12) months after the termination of the Subrecipient's provision of services (for any reason) thereof, the Subrecipient shall not engage in any of the following:

- a. solicit CTAA's customer(s) for existing business or for follow on business specifically arising from this Agreement;
- b. provide the services being provided by the Subrecipient to CTAA's customers; or
- c. compete with CTAA for the provision of services or any follow-on business to CTAA's customers.
- d. Nothing in this Agreement shall preclude Subrecipient from offering or selling its standard commercial products or services to any third-party, provided such offering or sale does not result in the Subrecipient breaching this Agreement.
- e. The parties acknowledge that the restrictions set forth in Sections 12(a), 12(b), 12(c), and the Non-Solicitation of Employees clause do not contain any geographic scope and agree that such a scope is unnecessary in light of the limited functional scope of the respective restrictions set forth in those Sections.
- f. The Subrecipient agrees that an impending or existing violation of any of the restrictive covenants contained in this Agreement would cause CTAA irreparable injury for which it would have no adequate remedy at law and agrees that CTAA shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
- g. The Subrecipient's obligations under each of Sections 12(a), 12(b), 12(c), and the Non-Solicitation of Employees clause are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between CTAA and the Subrecipient.
- h. The real or perceived existence of any claim or cause of action of the Subrecipient against CTAA, whether predicated on this Agreement or some other basis, shall not alleviate the Subrecipient of the Subrecipient's obligations under this Agreement and shall not constitute a defense to the enforcement by CTAA of the restrictions and covenants contained herein.

13. NON-SOLICITATION of EMPLOYEES During the Term and for an additional period ending on the first anniversary of the date of termination of this Agreement for any reason (collectively the "Restricted Period"), CTAA and Subrecipient shall not, without the other party's prior written consent, directly or indirectly, (i) offer employment

(or a consulting, agency, independent contractor or other similar paid position) to any Person who is or was at any time during the twelve (12) months prior to such offer an employee, representative, officer or director of either party or any of its subsidiaries and who was working on the project that is the basis of the Agreement or (ii) induce, encourage or solicit any such Person to accept employment (or any aforesaid position) with either party or an entity with which either party is otherwise affiliated. Further, during the Restricted Period, neither party shall encourage nor induce any such employee, representative, officer or director of the other party or any of its subsidiaries to cease their relationship with the other party or any of its subsidiaries for any reason. However, this Section will not apply to (x) individual Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel, or (y) work by an entity engaged by a party other than in connection with this Agreement. "Solicit", as used in this Section, shall not be deemed to include advertising in newspapers or trade publications available to the public

14. CHANGES

- a. No change in the Services ("Change" or "Changes") shall be made without the express written authorization of CTAA. All changes shall be mutually agreed upon by all parties. CTAA may at any time, by written notice, and without notice to sureties or assigns, make changes within the general scope of this Agreement to any one or more of the following: 1) description of services; 2) drawings, designs, or specifications; 3) method of shipping or packing; 4) place of inspection, acceptance, or point of delivery; 5) time of performance; and 6) place of performance.
- b. If any such change causes a change in the labor mix, or the time required for performance of any part of this Agreement, Subrecipient may request an equitable adjustment in this Agreement price and/or delivery schedule.
- c. Subrecipient must request any equitable adjustment within seven (7) calendar days of receipt of the written change. If the Subrecipient's proposal includes the cost of property made obsolete or excess by the change, CTAA shall have the right to prescribe the manner of disposition of the property.
- d. Disagreement over any adjustment shall be resolved in accordance with the "Disputes" clause of this Agreement. However, nothing contained in this clause of this Agreement shall excuse Subrecipient from proceeding without delay in the performance of this Agreement as directed.

15. EMPLOYEE PERFORMANCE Subrecipient shall immediately remove from performing the Services any employee (including employees of approved lower tier subcontractors or lower-tier consultants) that CTAA deems

unresponsive, uncooperative or a hindrance to the performance of the Services and shall promptly recommend a suitable replacement for CTAA's approval. Persons so removed shall not be used in the future for the Services without the express written authorization of CTAA. Subrecipient warrants that it will only utilize personnel and approved lower tier subcontractors who are adequately trained and experienced to properly perform the Services in a safe and efficient manner.

16. INSPECTIONS CTAA and/or its designee may inspect and otherwise evaluate the Services or Deliverables at any reasonable time and place, but such review or approval is for CTAA's sole benefit and shall not relieve Subrecipient from its representations and obligations set forth in this Agreement.

17. WARRANTY

- a. **Goods:** Subrecipient warrants that all goods furnished under this Subcontract will be: free from defects for a period of not less than one (1) year from final acceptance by CTAA or for the standard warranty period provided by Subrecipient, whichever is longer; will conform with all requirements of this Agreement, and, unless manufactured solely in accordance with CTAA-certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. Subrecipient agrees to notify CTAA immediately upon becoming aware of a potential problem with goods previously delivered to CTAA. Such notification shall include a recommended course of action.
- b. **Services:** Subrecipient warrants that all services performed under this Agreement will be performed with the standard of a fully qualified professional, be free from defects, conform to the requirements of the Agreement, and be performed in strict compliance with any regulatory or international standards specified in the Statement of Work for this Agreement. Any services corrected or re-performed will be covered by this warranty.
- c. The warranties provided in (a) and (b) above shall apply unless a more extensive warranty(s) is/are specified as in the Prime Contract Clauses, or regularly offered by Subrecipient, in which case the greater warranty shall apply.
- d. If Subrecipient breaches any warranty, CTAA may elect, at its sole discretion and with no increase in the Agreement price, to:
 - i. Require Subrecipient either to repair or replace, at CTAA's election, defective or nonconforming goods promptly; or
 - ii. Require Subrecipient promptly to furnish materials or parts and installation instructions required to successfully accomplish the correction of defective or nonconforming goods, and equitably reduce the Agreement

- price to account for the cost of correction including, without limitation, removal and installation; or
- iii. Require Subrecipient to promptly redesign defective or nonconforming goods and require Subrecipient promptly to repair or replace goods manufactured in accordance with such defective design; or
- iv. Require Subrecipient either to correct or re-perform, at CTAA's election, defective or nonconforming services promptly; or
- v. Equitably reduce the Agreement price; or
- vi. Correct or have corrected the nonconformity at Subrecipient's expense.

18. BILLINGS Subrecipient warrants, and will separately certify each invoice submitted hereunder, that to its best knowledge and belief, the billings presented by Subrecipient are a complete and accurate statement of the Services provided by Subrecipient, that Subrecipient is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. Subrecipient shall be paid within forty-five (45) days from the receipt of the proper invoice from Subrecipient that is approved by CTAA. Invoicing shall be once a month unless CTAA agrees in writing to an alternative invoice cycle. Each invoice shall contain all invoice data required in the Prime Contract as it relates to the Services. No billing will exceed the amounts authorized in the Agreement.

19. CONTRACT CEILING PRICE If at any time Subrecipient has reason to believe that an increase in the ceiling of a time and material, unit price or cost reimbursable contract will be necessary, it will give prompt prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that CTAA may, at its sole discretion, increase such limitation by written modification to this Agreement.

Subrecipient shall not exceed the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement. Subrecipient shall continue to perform the Services pending resolution of the Dispute.

CTAA shall not be obligated to use all Services or assistance referenced herein and CTAA shall pay only for those Services authorized by CTAA pursuant to the terms of this Agreement and actually rendered by Subrecipient.

20. AUDIT RIGHTS For three (3) years following the completion or termination of this Agreement, or for any government awards the period required by the grantor agency, CTAA and/or CTAA's designee shall have access to Subrecipient's records and documentation for audit purposes during normal business hours and upon reasonable notice. Subrecipient shall promptly reimburse

CTAA for any amounts for which Subrecipient cannot provide adequate documentation or substantiation or are otherwise unallowable or not properly chargeable.

Upon the expiration or termination of this Agreement, Subrecipient shall make complete disclosures of all activities under this Agreement not previously reported and certify in writing that such disclosures are complete and accurate.

21. CURRENCY of PAYMENT Unless otherwise set forth in this Agreement, all payments shall be in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of payment. The date of each invoice shall be clearly marked on each invoice.

22. SET-OFF CTAA may, at its election, make a reduction or set-off, in whole or in part, against any amounts payable to Subrecipient or any Losses for which Subrecipient is liable under this (or any other) Agreement or pursuant to law and equity.

23. TERMINATION for CONVENIENCE CTAA may at its sole convenience terminate this Agreement in whole or in part and require Subrecipient to cease performance of the Services. In such event, Subrecipient shall be paid only for the Services properly performed prior to such termination. Subrecipient waives all claims for profits not earned as a result of such termination.

24. TERMINATION for DEFAULT CTAA may terminate this Agreement in whole or in part in the event that Subrecipient fails to strictly adhere to the terms and conditions of this Agreement; fails to make progress so as to endanger the timely completion of the Services or deliverables and fails within three (3) calendar days to take appropriate corrective action, repetitively fails to maintain timely progress of the Services, fails to strictly observe or comply with any provision of this Agreement, causes CTAA to be in violation of its obligations under the Prime Contract, or in the event of any proceeding by or against the Subrecipient in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors, CTAA may, in addition to any other right or remedy provided by this Agreement, law or equity, terminate all or part of the Services and upon written notice to Subrecipient, take control over the site, equipment and materials thereon, including all related work files and site records. In the event of such termination or partial termination, Subrecipient shall not be entitled to receive any further payment until the terminated Services are completed. If any amount due, including retainage, for Services completed by the Subrecipient at the time of termination shall exceed the sum of the total cost to CTAA, including reasonable administrative costs, such excess amount, including retainage shall be paid to Subrecipient. If the sum of the total cost to CTAA to complete the terminated Services plus any amount previously paid to Subrecipient exceeds the contract price for the completed Services, Subrecipient shall immediately pay such amount to CTAA. Subrecipient shall continue to diligently perform such Services that have not been terminated by CTAA.

25. **STOP-WORK** Notwithstanding any other provision hereof, CTAA may, by notice to Subrecipient, suspend all or any portion of the Services. Subrecipient shall stop all such Services immediately upon receipt of CTAA's stop-work order and shall promptly resume the Services after receipt of direction from CTAA to proceed. Stop-work orders issued for conditions or circumstances unrelated to the Subrecipient's fault or negligence shall result in a reasonable adjustment in the contract schedule.

26. **RISK of LOSS** Subrecipient bears the risk of loss for the Services until final acceptance thereof.

27. Pursuant to Article 12, Section 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. Further, CTAA will hold University harmless from all claims of any person for injury to person or to property occasioned by its act, or the acts of its employees or agents,

28. **INDEMNIFICATION** Subrecipient shall defend, indemnify and hold CTAA, CTAA's subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, damages, suit, claim or other loss ("Loss"), including expenses and actual attorneys fees, arising from or related to this Agreement or the breach thereof, except to the extent that such Loss was caused by the gross negligence or willful misconduct of CTAA. This provision shall survive termination of this Agreement.

29. **INSURANCE** During the term of this Agreement the Subrecipient shall maintain the Insurance requirements as determined by the selected boxes checked below.

If the Subrecipient does not carry the insurance coverage's or limits indicated below, the Subrecipient shall have the option to:

1. Complete and Sign the Nonstandard Insurance Statement (**Appendix J**) indicating the types and limits of coverage the Subrecipient carries for CTAA's consideration. CTAA will review and advise if the limits identified within **Appendix J** are acceptable prior to the performance of Services. If approved, **Appendix J** will replace the types and limits identified within this section in its entirety

Worker's Compensation Insurance: Statutory Workers Compensation in accordance with all country, state, local or other applicable jurisdictional requirements of the location in which work is to be performed.

If the Subrecipient is exempt from carrying workers compensation as defined by the workers compensation statues and regulations in their state, country or other applicable jurisdiction, please complete, sign, and return Waiver of Workers Compensation (**Appendix I**). If approved, this waiver will replace the types and limits identified within this Subsection in its entirety.

Commercial General Liability Insurance: \$1,000,000 each occurrence; \$2,000,000 general aggregate

(including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability)

Business Automobile Liability Insurance: \$1,000,000 per occurrence (Owned and Non-owned).

Excess or Umbrella liability insurance: \$1,000,000 each occurrence; \$1,000,000 general aggregate. Limit applies in excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability policies.

Property Insurance: covering the full replacement value of any and all property of CTAA which is in the Subrecipient's care, custody and/or control.

Professional Liability, Errors and Omissions Insurance: \$1,000,000 per occurrence.

CTAA shall not be responsible for any deductibles, self-insured retentions, and/or waiting periods that may appear in the Subrecipients policies.

Subrecipient shall furnish certificates of insurance to CTAA within five (5) business days of execution of this Agreement, and from time to time upon CTAA's reasonable request. Subrecipient shall provide at least thirty (30) calendar days written notice to CTAA of any policy cancellation, non-renewal or material reduction in coverage that is relevant to the contract.

The insurance requirements herein as to the types and limits of insurance coverage are to be maintained by Subrecipient, and any approval of said insurance by CTAA are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subrecipient pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

Subrecipient's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements on request, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and CTAA may, at its option, terminate the Contract for any such default by Subrecipient.

All insurance policies required shall be issued by insurance companies rated at least 'A-' 'VII' in the most current edition of *A.M. Best Guide* or equivalent rating from another ratings agency.

All coverage obtained and maintained by the Subrecipient and the Certificate of Insurance shall indicate:

CTAA "entity", its subsidiaries and "CTAA" are included as Additional Insured as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is included to the extent permitted by law. All policies are primary and, with the exception of Professional Liability, non-contributory with any and all applicable coverage, contain cross-liability coverage, and severability of interests language.

30. **DISPUTES** The parties shall attempt in good faith to first resolve internally any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective party in the

normal course of business, before resorting to the pursuit of any other remedies available at law or in equity.

If such dispute has not been resolved through negotiation, the parties may seek resolution of the matter utilizing any or all remedies that they have available under the law including bringing an action in court. For any litigation brought related to this Agreement, the parties agree that the venue for such litigation shall be as described in the "Governing Law" clause hereof.

Each party agrees to bear its own costs related to resolving any dispute arising under or related to this Agreement. In addition, the losing party in a court action shall be responsible for payment of the court costs and reimbursement of the other party's legal fees incurred in support of such court action. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, the parties shall proceed diligently with the performance of this Agreement.

31. ASSIGNMENT/SUBCONTRACTING

a. Neither the Subcontract nor any duty or right under the Subcontract shall be delegated or assigned by Subrecipient to another party without the prior written consent of CTAA, except that claims for monies due or to become due may be assigned to a financial institution if CTAA is so notified in writing prior to such assignment. CTAA shall be furnished a signed copy of any such assignment. All payments under the Subcontract, including those to an assignee, shall be subject to setoff or recoupment for any present or future claim or claims that CTAA may have against Subrecipient. CTAA reserves the right to make settlements, or adjustments in price, or both, with Subrecipient under the terms of the Subcontract notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. Subrecipient is responsible to ensure that all terms, conditions and flow-down requirements in the Subcontract are flowed down to any lower tier subcontractor who is approved by CTAA. Subrecipient is fully responsible for the acts and omissions of its lower tier subcontractors and of persons either directly or indirectly employed by them.

b. Subrecipient shall not assign, novate, or transfer, by operation of law or otherwise, the Subcontract, in whole or in part, without the prior written approval of CTAA. For purposes of the Subcontract, an assignment shall be deemed to occur upon the earlier of the announcement or consummation of any of the following: a merger, consolidation, sale or acquisition of a party or any division or component of Subrecipient; the sale of all or

substantially all of the assets of Subrecipient; or the acquisition of a controlling interest in the stock or interest, as the case may be, of the Subrecipient.

Any assignment, novation, or transfer not in accordance with this Article shall be in a material breach of the Subcontract, which shall entitle CTAA to terminate the Subcontract immediately.

PUBLICITY AND PUBLICATIONS The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright. No public releases including those for news, advertising, information, technical or scientific purposes relating to this agreement shall be issued by Contractor without CTAA's prior written consent.

32. No public releases including those for news, advertising, information, technical or scientific purposes relating to this Agreement shall be issued by Subrecipient without CTAA's prior written consent.

33. ORDER of PRECEDENCE In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:

- The/This Agreement (*)
- The Scope of Work
- General Terms and Conditions (this Exhibit A)
- Fee Schedule
- Other contractual documents

(*) References to "the Agreement," "this Agreement," "the Contract" or "this Contract" shall refer to the base agreement to which these General Terms and Conditions are appended.

34. NON-WAIVER Failure of CTAA to insist on strict performance of any of the terms and conditions contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of CTAA's right to subsequently require strict compliance with such terms and conditions.

35. SEVERABILITY If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement shall remain in full force and effect as to the remaining provisions.

36. COMPLIANCE with LAW [AS APPROPRIATE FOR FEDERALLY-FUNDED CONTRACTS]

Subrecipient specifically agrees to comply with all Federal and state laws and regulations of contractor conduct such as procurement integrity regulations, and post-government service employment regulations including, but not limited to 41 U.S.C. 423 and 18 U.S.C. 207 which apply to Subrecipient, Subrecipient's employees, or the work performed by Subrecipient under this Agreement.

Subrecipient shall provide CTAA with information, documentation, and certifications and execute such papers as will demonstrate Subrecipient's compliance with said laws, regulations and this Agreement upon request.

Subrecipient will provide CTAA with additional assistance, if requested, to enable CTAA to also comply with said laws and regulations.

Subrecipient agrees to comply with all applicable provisions of the OFPP/OMB Policy Letter on Subrecipients and Conflict of Interest, the Lobbying and Disclosure Act of 1995, and Public Law No. 101-121 (the Byrd Amendment), including but not limited to, those pertaining to disclosure, registration, and certification. Further, Subrecipient shall not perform any activities on behalf of CTAA which are intended to influence or which attempt to influence U.S. Government Executive or Legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, administration or modification of a contract, grant, cooperative agreement, loan, license or permit. Subrecipient shall make no communication (written, oral or telephonic) to a Congressional or Executive branch member, officer or employee on CTAA's behalf without the prior written consent of CTAA. Subrecipient shall not knowingly solicit or obtain, directly or indirectly, from any government or agency employee, any proprietary or source selection information.

Notwithstanding the above, Subrecipient shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Additionally, Subrecipient shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals with disabilities.

Subrecipient shall not offer or provide any bribe or kickback to any person, nor shall Subrecipient offer or provide any gratuity of any type or nature, including the purchase of meals, to any Federal, State, or local government employees or officials.

Subrecipient hereby acknowledges that at the time of entering into this Agreement neither it nor any person employed by or representing Subrecipient is (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any program sponsored by a Federal, State or local department or agency; or (2) under current investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any Federal, State, or local department or agency. Subrecipient represents that it will immediately notify CTAA of any inquiry or commencement of any debarment proceedings from any government procurement activity; and any suspension, debarment, pending debarment charges or criminal convictions or notice thereof received during the performance of this Agreement. Upon receiving such written notice of inquiry or commencement of any such proceeding from Subrecipient, CTAA shall have the right to immediately terminate this Agreement.

37. GOVERNING LAW The laws of the State of Arkansas, without regard to its conflict of law principles, govern Agreement. The place of execution and venue governing the Agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the Agreement shall be determined in Pulaski County, Arkansas except as to any provisions hereof which are governed by the laws or regulations of the United States of America, as to which provisions such laws of the United States shall govern provided, however, that the parties hereby expressly agree that any resulting award shall not be governed under the terms and conditions of the U.N. Convention on Contracts for the International Sale of Goods, as applicable.

38. The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to this Agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands or actions, the University agrees that: (a) it will cooperate with the CTAA in the defense of any claim, demand or action brought against the CTAA seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the CTAA should the CTAA present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the Agreement. Nothing in the Agreement between the CTAA and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

39. NO AGENCY Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

40. CAPTIONS The captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement.

41. BUSINESS ETHICS & CONDUCT CTAA is committed to conducting its business free from unlawful, unethical or fraudulent activity. Subrecipient and each of its Personnel, and subcontractors that perform Services or provide Deliverables hereunder will: (i) conduct their

activities fairly, impartially, and in an ethical and proper manner; and (ii) not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

Subcontract agreements that have a cumulative funded value in excess of \$5,000,000 and a performance period of more than 120 days, FAR 52.203-13 requires the establishment of a company code of business ethics and conduct. Accordingly, the subcontractor identified herein, by execution of any agreement with CTAA with a cumulative funded value exceeding \$5,000,000 and a performance period of more than 120 days, certifies (1) that it has already established, or (2) shall establish within 30 days after award, a code of business ethics and conduct that at a minimum is in compliance with FAR 52.203-13 (b), which is incorporated into this agreement by reference or (3) Subrecipient will adhere to CTAA's published Code of Ethics, which is available upon request by contacting the subcontracts administrator listed herein.

42. DATA PROTECTION COMPLIANCE The parties shall comply with their respective obligations under applicable data privacy and data security laws and regulations (together, the "**Data Protection Laws**"). Where, in connection with this Agreement, Subrecipient Treats Personal Data, Subrecipient shall: (i) maintain throughout the Term the appropriate data privacy and data security measures, policies, and procedures that are designed to comply with the Data Protection Laws; (ii) Treat Personal Data solely to provide the Services hereunder and for no other purpose; (iii) only grant "need to know" Personnel access to Personal Data; (iv) not disclose Personal Data to any person or third-party except as set forth in an SOW or as required by law or with CTAA's prior written consent; (v) implement all commercially reasonable practices to prevent misuse, destruction, loss, theft, intrusion, attack, computer virus infection, unauthorized Treatment, or similar activities; (vi) preserve the integrity of all Personal Data and system information on systems and in databases maintained by Subrecipient in transfer to, transfer from, or while at rest with Subrecipient (including, but not limited to, using industry standard encryption technology); and (vii) immediately notify CTAA if it becomes aware of any misuse of Personal Data or actual unintended or unauthorized access of any Subrecipient system that may Treat Personal Data produced under, provided under, or related to this Agreement or any SOW subject to this Agreement. Subrecipient warrants that it has a formal written information data privacy and data security program or an equivalent program, which may be found at <https://www.privacyshield.gov/welcome> and is incorporated herein to this Agreement by reference.

Notwithstanding the above provisions, if Subrecipient Treats Personal Data of resident in European, United Kingdom, Canadian, or similar data protection laws jurisdictions, it will either (i) obtain certification for, and comply with, Privacy Shield or its successor, a link with may be found at <https://www.privacyshield.gov/welcome> and notify CTAA in writing within five (5) days, upon either the renewal of Subrecipient's certification or the lapse of same

or (ii) Treat such Personal Data under EU-approved Standard Contractual Clauses ("**EU Model Clauses**") and shall abide by all provisions in such EU Model Clauses applicable to "subprocessors" as defined therein immediately upon CTAA providing Subrecipient with a copy of such EU Model Clauses.

43. CLOSEOUT Unless otherwise requested from CTAA, the Subrecipient shall provide CTAA, within forty-five (45) calendar days following the end date of this agreement, or any modification issued thereunder, a closeout certification in a form to be provided by CTAA.

In the event Subrecipient fails to submit the required closeout information and documentation within ninety (90) calendar days, such failure shall constitute Subrecipient's de facto agreement that the amounts paid to date by CTAA pursuant to this Agreement, as determined solely by CTAA's records, shall constitute the full, complete and final extent of CTAA's financial obligation to Subrecipient under this agreement.

Subrecipient further certifies and warrants its responsibility to maintain all technical, contractual, and financial records pertaining to this Agreement for a period of seven years following final payment from CTAA.

44. FORCE MAJEURE Neither Subrecipient nor CTAA shall be liable in any way for failure to perform any provision of this Agreement (except payment of monetary obligations) if such failure is caused by any law, rule, or regulation, or any cause beyond the control of the party in default. Should such acts or events occur, the parties shall use commercially reasonable efforts to overcome all difficulties and to resume work as soon as reasonably possible.

45. ENTIRE AGREEMENT The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof, and contains the entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

APPENDIX B

Scope of Work

Subrecipient shall complete all the activities designated by NCMM under the Ready-to- Launch Grant, including the following:

1. The team lead will convene an advisory group at least monthly to review the progress of the pilot They should provide input on the following: a) Establishing baseline measures and progress performance measures; b) Understanding the impact on the target population; c) Identifying Ways to build on relationships with non-transportation partner organizations through the pilot; d) Contributing to finding support for sustainable funding opportunities
2. Accepted teams are assigned an NCMM facilitator. Throughout the period of performance of the grants, NCMM will provide technical assistance, training, and support services to grantees that will enable their projects to successfully comply with human services transportation coordination requirements and to enhance the coordination of federal resources for human services transportation.
3. Facilitator works with the team to review the operations plan and identify any missing information. The team shares updated versions of the plan with their facilitator each month. Facilitator works with the team to develop performance metrics for pilot implementation of the project. Facilitator is available to provide technical assistance to teams as they work through any obstacles they encounter.
4. Team lead participates in monthly calls with facilitator throughout the process; other team members and/or advisory committee members are welcome to join the calls..
5. Team participates in peer-sharing webinars, hosted by NCMM.
6. Team lead submits monthly progress reports and requests for reimbursement of approved grant-related activities by the 15th day following the close of the preceding month; the report shall describe activities for the preceding month.
7. Team led submit final report by the team following template provided by NCMM.

APPENDIX C

Fee Schedule and Billing Information

Subrecipient shall be reimbursed according to the following fee schedule:

Item	Grant Funds
Direct labor salaries or wages	30,240.36
Fringe benefits	2,388.96
Contracted/consultant s/stipends	
Travel	2,496
Meeting costs	
Other direct costs – Equipment and supplies	21,265.75
Indirect costs	18,608.93
TOTAL GRANT BUDGET	75,000.00

Subrecipient shall follow the billing procedures outlined in the contract and other Appendices, repeated here for convenience:

- Subrecipient shall submit invoices by the 15th day following the month in which the activities were performed, accompanied by a monthly progress report. The invoiced period shall match the period for monthly progress reporting. Even if Subrecipient is not requesting reimbursement for costs related to Services performed, Subrecipient will still submit a written monthly progress report by the 15th day following the month in which the Services were performed.
- Subrecipient invoices shall include, at a minimum, the following information, and other details noted in the Monthly Report Form provided by CTAA:
 - Payee Name and Remittance Address
 - Invoice Date
 - Total Contract Funded Value
 - Short Description of Activities Performed
 - Amounts being billed
 - Remaining amount to be billed (Contract Funded Value – Cumulative Amounts Billed)
- Invoices shall be submitted to CTAA's accounts payable department to 1341 G Street, NW, Suite 250, Washington, DC, 20005 for processing and can be sent by email to Bill Wagner, wagner@ctaa.org.
- Each invoice shall contain the following certification signed by an authorized representative of the Subrecipient: *"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."*
- Should Subrecipient determine it needs to alter the originally approved budget between CTAA and Subrecipient, Subrecipient shall submit a request for Budget Modification showing, at a minimum, a) the entire original budget by line item, b) the requested revised amounts by line item, c) the percentage change between the original and revised amounts, and d) the reason for the requested change.

Appendix D

Federal Award Identification Information 2CFR 200.331 Requirements for Pass-through Entities

All pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. The required information includes:

i	Subrecipient name (must match the name associated with its unique entity identifier)	University of Arkansas System Division of Agriculture
ii	Subrecipient's unique entity identifier (UEI)	UJ4DL1HJNZ18
iii	Federal Award Identification Number (FAIN)	DC-2023-002-00
iv	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency	March 1, 2023
v	Subaward Period of Performance Start and End Date;	February 15, 2024 to December 15, 2024
vi	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$75,000
vii	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	\$106,687.33
viii	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$106,687.33
ix	Federal award <u>project description</u> , as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	To implement technical assistance and training activities that build mobility management capacity, strengthen the mobility management field, and encourage the adoption of mobility management strategies in the transportation, employment, housing, medical, veteran, human service, education, health, and other industries; and to support FTA's work around mobility management activities and its leadership of the Coordinating Council on Access and Mobility.
x	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	<i>Fed agency:</i> Federal Transit Administration <i>Pass-through entity:</i> Community Transportation Assn. of America <i>Contact info:</i> Bill Wagner, 202-940-6036, wagner@ctaa.org
xi	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	5314 - Technical Assist, Standard HR, & Training (2018 and forward)
xii	Identification of whether the award is R&D; and	No
xiii	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	CTAA: 29.8% UADA: 47%

Appendix E

CTAA's Cooperative Agreement with FTA to Operate NCMM

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**COOPERATIVE AGREEMENT
(FTA C-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official sign this Cooperative Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Cooperative Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Cooperative Agreement with FTA, and binds its compliance with the terms of this Cooperative Agreement.

The following documents are incorporated by reference and made part of this Cooperative Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS COOPERATIVE AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS COOPERATIVE AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS COOPERATIVE AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Cooperative Agreement as follows:

Recipient Information

Recipient Name: COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA

Recipient ID: 5488

UEI: MFEKTKNN98Y5

DUNS: 621419258

Award Information

Federal Award Identification Number: DC-2023-002-00

Award Name: National Center for Mobility Management II, Year 5

Award Start Date: 3/10/2023

Original Award End Date: 12/31/2024

Current Award End Date: 12/31/2024

Award Executive Summary: This application is to request Section 5314 funds allocated to the Community Transportation Association of America (CTAA) in the District of Columbia (UZA 110000) in the amount of \$2,500,000 (Two Million and Five Hundred Thousand Dollars), to support the tenth year of operations for the National Center for Mobility Management (NCMM). A Letter of No Prejudice has been provided to allow the recipient to incur costs starting March 1, 2023. The period of performance will end on December 31, 2024. This application includes funds for research and development activities. The NCMM is operated by a partnership of CTAA, Easterseals Inc., and the American Public Transportation Association (APTA). The mission of the NCMM is to promote customer-centered mobility management strategies to advance good health, economic vitality, self-sufficiency, and community. The objectives outlined in this cooperative agreement support technical assistance and training activities that build mobility management capacity, strengthen the mobility management field, and encourage the adoption of mobility management strategies in the transportation, employment, housing, medical, veteran, human service, education, health, and other industries. The Center will continue to play a key role in supporting FTAs work around mobility management activities and its leadership of the Coordinating Council on Access and Mobility (CCAM).

Research and Development: This award includes research and development activities.

Indirect Costs: This award is applying an approved Indirect cost rate(s).

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$2,500,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,500,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,500,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5314 Technical Assist, Standards, HR, & Training (2018 and forward)	5314-5	20531	\$2,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,500,000

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE COOPERATIVE AGREEMENT

Awarded By:
Bruce Robinson
Associate Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: bruce.robinson@dot.gov
Award Date: 3/10/2023

EXECUTION OF THE COOPERATIVE AGREEMENT

Upon full execution of this Cooperative Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Cooperative Agreement.

There are several identical counterparts of this Cooperative Agreement in typewritten hard copy. Each counterpart is:

- (1) Fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Recipient, and
- (2) Deemed to be an original having identical legal effect.

By executing this Cooperative Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Cooperative Agreement.

Executed By:
Amy Conrick
Program Manager

Appendix F

Federal Funding Accountability and Transparency Act Form

Sub-recipient’s Legal Name: University of Arkansas, Division of Agriculture

The Federal Funding Accountability and Transparency Act (FFATA) requires Client to report on its federal grant and contract subawards via a public website operated by the federal government – FRS (Federal Funding Accountability and Transparency Act Subaward Reporting System).

Eligibility

Subrecipient is required to comply with FFATA reporting requirements unless it is exempted as outlined below. Please check and sign below if exemption applies: |

_____ Subaward is \$29,999 or less

_____ Subrecipient is an individual

If subrecipient checked either of the above selections, subrecipient is exempt and need only sign at the bottom of this form. If subrecipient is not exempt, please complete the section below starting at “Subrecipient Information.”

Federal Award Information:

Title of Federal Award: National Center for Mobility Management II, Year 5

Federal Awarding Agency: Federal Transit Administration

Amount of Federal Award: \$3,200,000

Federal Award Identification Number (FAIN): DC-2023-002-00

CFDA Number and Name: 20531 Funding source 5314 - Technical Assist, Standard HR, & Training (2018 and forward)

R&D: Yes

Recipient/Pass-through Entity:

Community Transportation Association of America, 1341 G Street, NW, Suite 210, Washington, DC 20005

Official Contact Information: Amy Conrick, conrick@ctaa.org, Phone 202-415-9692

Subrecipient Information

EIN: 62-1712458 _____

Primary Address 2301 S. University Ave _____

City, State, zip code plus 4: Little Rock, AR 72204 _____

Address where work will be performed: _____

Project Description: To implement technical assistance and training activities that build mobility management capacity, strengthen the mobility management field, and encourage the adoption of mobility management strategies

Period of Performance: February 15, 2024 - December 15, 2024

Unique Entity Identifier Number 12 digits: UJ4DL1HJNZ18

Total amount of federal funds obligated: \$75,000

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?
 Yes X No

A. Certification Regarding % of Annual Gross received from Federal Awards

Did your organization receive 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance during the preceding fiscal year?

 Yes X No

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance as defined at 2 CFR 170.320 (and subawards) in the preceding fiscal year? Yes X No

If your answer was "Yes" to questions A and B, please answer C.

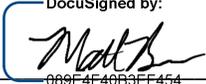
C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.) Yes

 No

If you answered "NO" to this question, you must provide the names and total compensation of the top five highly compensated officers in the below:

As the duly authorized representative (Signor) of the Subrecipient, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

DocuSigned by:

Signature: 009E4F40B3EF454...

Title: Associate Vice President for Finance and Administration

2/8/2024

Printed name: Matt Brown

Date: _____

APPENDIX G

2.9.1 Federal Contract Provisions

1. **Federal Changes.** Vendor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CTAA and the Awarding Agency, as they may be amended or promulgated from time to time during the term of this Agreement. Vendor's failure to so comply shall constitute a material breach of this Agreement.
2. No Obligation by the Federal Government
 - A. CTAA and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to CTAA, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.
 - B. Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Awarding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
3. Program Fraud and False or Fraudulent Statements or Related Acts
 - A. Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and, when applicable, U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions governed by this Agreement. Upon execution of the underlying Agreement, Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the Awarding Agency assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.
 - B. Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by Awarding Agency, the Federal Government reserves the right to impose the penalties of

18 U.S.C. § 1001 and, when applicable, 49 U.S.C. § 5307(n)(l) on the Vendor, to the extent the Federal Government deems appropriate.

- C. Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the Awarding Agency. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Civil Rights. The following requirements apply to the underlying Agreement:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and, when applicable, 49 U.S.C. § 5332, Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Vendor agrees to comply with applicable Federal regulations and other implementing requirements the Awarding Agency may issue.

- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Agreement:

- 1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e and, when applicable, 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Vendor agrees to comply with any implementing requirements the Awarding Agency may issue.

- 2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and, when applicable, 49 U.S.C. § 5332, Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition,

Vendor agrees to comply with any implementing requirements the Awarding Agency may issue.

- 3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 CFR Part 1630, pertaining to employment of persons with disabilities.

- C. Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Awarding Agency, modified only if necessary to identify the affected parties.

5. Contracts Involving Experimental, Developmental or Research Work

- A. Rights in Data. The following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, CTAA or Vendor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may CTAA or Vendor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize

others to use for "Federal Government purposes" any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this section below. As used in the previous sentence "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(i) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by CTAA or Vendor using Federal assistance in whole or in part provided by the Awarding Agency.

- c. When the Awarding Agency awards Federal assistance for experimental, developmental, or research work, it is the Awarding Agency's general intention to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless the Awarding Agency determines otherwise, CTAA and Vendor performing experimental, developmental, or research work required by this Agreement agree to permit the Awarding Agency to make available to the public either the Awarding Agency's license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for CTAA or Vendor's use whose costs are financed in whole or in part with Federal assistance provided by the Awarding Agency.
- d. Unless prohibited by state law, upon request by the Federal Government, CTAA and Vendor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CTAA or Vendor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. Neither CTAA nor Vendor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause on rights in data shall imply a license

to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- f. Data developed by CTAA or Vendor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Agreement is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that CTAA or Vendor identifies that data in writing at the time of delivery of the contract work.
- g. Unless the Awarding Agency determines otherwise, the Vendor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Awarding Agency.

Unless the Federal Government later makes a contrary determination in writing, irrespective of Vendor's status (i.e., large business, small business, state government or state instrumentality, local government, non-profit organization, institution of higher education, individual, etc.), CTAA and Vendor agree to take the necessary actions to provide, through the Awarding Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

Vendor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Awarding Agency.

- B. Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:
 - 1) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, CTAA and Vendor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the Awarding Agency is ultimately notified.
 - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Vendor's status (i.e., large business, small business, state government or state instrumentality, local government, non-profit organization, institution of higher education, individual, etc.),

CTAA and Vendor agree to take the necessary actions to provide, through the Awarding Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

- 3) Vendor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Awarding Agency.
6. **Disadvantaged Business Enterprises.** In connection with the performance of this Agreement, Vendor will cooperate with CTAA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its commercially reasonable efforts to ensure that minority, women or other disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work, if any, and for the supply of materials or services, if any, which may be necessary or desirable for the performance of this Agreement.
7. **Fiscal Responsibility.** Vendor shall at all times comply with all applicable federal regulations, policies, procedures and directives regarding receipt of Federal funds and shall be capable of receiving and competently utilizing Federal funds through CTAA.
8. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

If it has not already done so, Vendor shall provide CTAA certification that neither it nor its "principals" as defined at 49 CFR § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification shall be provided to CTAA by each contractor and subcontractor in connection with the performance of this Agreement.

9. **Incorporation of the Awarding Agency Terms and Conditions.** All contractual provisions required by the Awarding Agency, as set forth in the Awarding Agency's applicable administrative rules and regulations, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all the Awarding Agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor shall not perform or fail to perform any act or refuse to comply with any CTAA requests which would cause CTAA to be in violation of the Awarding Agency's terms and conditions required by

applicable administrative rules and regulations.

10. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and Vendors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Vendor must complete and return the certification at **Appendix K** of this agreement.

11. **Energy Conservation.** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

As prescribed in [204.2105](#) (c), PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause—

“Covered defense telecommunications equipment or services” means—(1) Telecommunications equipment

(2) Telecommunications services provided by such entities or using such equipment; or
(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Covered foreign country” means—(1) The People’s Republic of China; or (2) The Russian Federation.

“Covered missions” means—(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

“Critical technology” means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title

10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement [204.2104](#).

(c) *Procedures.* The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Reporting.*

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the

efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

13. 2 CFR 200.300 Statutory and national policy requirements.

- (a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.
- (b) The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

14. **2 CFR 200.310 Insurance coverage.** The [non-Federal entity](#) must, at a minimum, provide the equivalent insurance coverage for [real property](#) and equipment acquired or improved with Federal funds as provided to property owned by the [non-Federal entity](#). Federally-owned property need not be insured unless required by the terms and conditions of the [Federal award](#).

15. 2 CFR 200.322 Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**Executive Order (EO) 14005 Made in all of America by all of America's workers.
Regulation Revised 8/23/23**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. **2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

17. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

As prescribed in 4.1202(b), insert the following clause.

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

APPENDIX H

“reserved”

Appendix I

Waiver of Workers Compensation

Owner's Statement:

By signing below, I assert that my business is exempt from carrying workers compensation insurance in the state(s), country or other applicable jurisdiction of _____, because I do not have any employees as that term is defined by the workers compensation statutes and regulations in the state(s) country or other applicable jurisdiction identified above. All of the work performed in my business is performed by the proprietor, partners or executive officers. I have elected not to cover the proprietor, partners or executive officers with workers compensation insurance. This decision is made in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

If, at a later date, I should hire any employee(s) in my business, then I will purchase workers compensation insurance covering my employees and will provide to CTAA a certificate of insurance for the insurance policy in accordance with the Subrecipient Agreement between CTAA and myself and in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

Name of Subrecipient

Signature Subrecipient

Date

APPENDIX J

Nonstandard Insurance Statement

Owner's Certification:

By signing, I assert that I carry the policies indicated in the table below. Please place an X next to each that applies. If your coverage amount differs, please write and then initial those amounts in the table.

	Coverage Type	Limits of Liability
	Worker's Compensation Insurance	<i>1m each employee; 1m each disease; 1m each accident</i>
	Commercial General Liability Insurance	<i>\$1M each occurrence; \$2M general aggregate</i>
	Business Automobile Liability Insurance	<i>\$1M per occurrence</i>
	Property Insurance	<i>\$934,000 business personal property</i>
	Professional Liability, Errors and Omissions Insurance	<i>\$1M per occurrence</i>
	Other – Umbrella	<i>\$5M per occurrence, \$5M general aggregate</i>

Proof of insurance illustrating the policy holder, coverage, limits of liability and effective dates shall accompany this Nonstandard Insurance Statement.

UNIVERSITY OF ARKANSAS SYSTEM DIVISION OF
AGRICULTURE COOPERATIVE EXTENSION SERVICE

Name of Subrecipient

DocuSigned by:



089E4F40B3EF454...
Signature of Subrecipient

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
 - (2) Any successor entity to Kaspersky Lab;
 - (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab;
- or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018;
- and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the

case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

3. **52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION.**

As prescribed in [4.2105\(c\)](#), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it does, **X** does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, **X** does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

University of Arkansas System Division of Agriculture
Cooperative Extension Service

Name of Subrecipient

DocuSigned by:

089E4F40B3EF454...

Signature of Subrecipient

2/8/2024

Date

APPENDIX L

“reserved”

Appendix M

CTAA Code of Ethics and Business Conduct

Adopted October 28, 2022

STATEMENT OF OUR CORE MISSION AND VALUES

To fulfill its' responsibility, CTAA is committed to ethical standards that promote the goal of ensuring all American's regardless of age, ability, geography or income, have access to safe affordable and reliable transportation. Our priority is our members and the passengers and communities they serve. CTAA's commitment includes maintaining the highest of ethical standards and practices when responding to our members' needs, ideas, solutions and challenges through continued engagement and implementation of relevant activities.

BUILD TRUST AND CREDIBILITY

The success of our Association is dependent on the trust and confidence we earn with each other, from our members and the community transportation industry as well as our funders. We gain credibility by adhering to our commitments, pursuing loyalty to the highest moral principles, displaying honesty and integrity and reaching our strategic goals through honorable conduct. It is easy to *say* what we must do, but the proof is in our actions. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask: will this build trust and credibility for CTAA? Will it help create a working environment in which CTAA can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build on our trust and credibility.

RESPECT FOR THE INDIVIDUAL

We all deserve to work in an environment where we are treated with dignity and respect. CTAA is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our Association's success.

CTAA is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types including abusive, offensive and harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources.

All CTAA employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect, at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insight from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Identify and discuss decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding other's perception of your conduct.
- Respect confidential information that is in your possession on behalf of the Association.
- CTAA will not tolerate discrimination, harassment or any behavior or language that is abusive, offensive or unwelcome.

CREATE A CULTURE OF OPEN AND HONEST COMMUNICATION

At CTAA everyone should feel comfortable to speak his or her mind, particularly with respect to ethical concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

CTAA will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the Association will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

Our Association's whistleblower policy is included in the Personnel Policies Manual provided to every employee and available on our Files-on-the-Go shared drive.

Employees are encouraged, in the first instance, to address such issues with their managers or the HR Director as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager or HR, the Executive Director does operate with an open- door policy.

SET TONE AT THE TOP

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

Project managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Project managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. All staff are encouraged to ask questions if they are unclear on any policy. We want the ethics dialogue to become a natural part of daily work.

UPHOLD THE LAW

CTAA's commitment to integrity begins with complying with laws, rules and regulations. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or by policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

COMPETITION

We are dedicated to ethical, fair and vigorous competition. We will sell CTAA products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for CTAA or the sales of its products or services.

When using federal funds to award contracts, staff must award those contracts to responsible contractors only. A contractor's responsibility must be determined by considering, among other factors, the integrity of the contractor. CTAA staff must consult the Excluded Parties Listing System before entering into any third- party subagreement, lease, third-party contract, or other arrangement, as well as ensuring the system for award management (SAM.gov) check has been completed.

PROPRIETARY INFORMATION

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

CTAA's financial and administrative information is a valuable, intangible property asset. Protection of this information is vital to the Association's continued growth and CTAA's ability to provide quality services to participants and clients.

Therefore, unauthorized licensure of client information may be a violation of the Privacy Act or applicable state law.

Under federal laws and regulations, this type of information is treated as intellectual property, usually in the form of information, knowledge, or know-how. The possession of which gives the owner some advantage over other organizations which do not own the information. In order to be protected under law, such information must not be generally or publicly known or patented or copyrighted, if publicly disclosed.

The Association's intellectual property assets are not always of a technical nature. Typical examples of such information include, but are not limited to:

- Service information about specific CTAA members;
- Organizational business, research and new service plan(s);
- Operating plans;
- Salary, wage, and benefits data; and
- Employee, funding source, and vendor list.

These examples, while not complete, suggest the Association's projects and a variety of organizational information and trade secrets that must be safeguarded. Special care should be observed for organizational, financial, or administrative information. Such information is usually marked with a notice that imposes restrictions on the need to know within the Organization. However, most of what we know about our own jobs and the jobs of others, even without these classifications, should remain in the office when we finish daily activities.

If an employee leaves the employment of the organization, CTAA's legal obligation is to protect the organization's intellectual property, until it becomes clear when it has become publicly available or the organization no longer considers it necessary to restrict its use. We should remember also that correspondence, printed matter, documents or records of any kind, specific process knowledge, procedures, and special organizational ways of doing things are all the property of CTAA and must remain at the Organization.

SELECTIVE DISCLOSURE

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to CTAA's securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

HEALTH AND SAFETY

CTAA is dedicated to maintaining a healthy environment. A safety manual has been designed to educate you on safety in the workplace. If you do not have a copy of this manual, please see the HR department.

AVOID CONFLICTS OF INTEREST

CTAA employees have a primary responsibility to the Association and are expected to avoid any activity that may interfere, or have the appearance of interfering with the performance of this responsibility. Similarly, they may not use nor disclose confidential or proprietary information in any outside activity. A conflict of interest exists if certain outside business or other interests may adversely affect their motivation or performance.

In order for an employee to tell if he/she has a conflict of interest issue, CTAA will distribute an "Annual Conflict of Interest Questionnaire" that asks Board members, the Executive Director and senior management to disclose existing conflicts and reminds them to disclose any that may evolve in the future. The response to the questionnaire includes not only whether employees actually are improperly influenced but also whether the situation lends itself

to improperly influencing them. Even if the employee is the most conscientious person, a conflicting interest may unconsciously influence him/her, and the mere existence of that interest, may cause the propriety of his/her acts to be questioned. CTAA's policies require all senior management and Board members to sign a Conflict of Interest Statement and place a copy in their personnel file. Senior management and Board members Conflict of Interest Statements are renewed annually.

GIFTS, GRATUITIES AND BUSINESS COURTESIES

CTAA is committed to competing solely on the merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom CTAA does or may do business. We will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of CTAA or customers, or would cause embarrassment or reflect negatively on CTAA's reputation.

CTAA staff and Board must not use federal assistance (*funds*) to pay the costs of influencing any officer or employee of a federal agency, member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending a grant or cooperative agreement.

ACCEPTING BUSINESS COURTESIES

Employees who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing. The prudent course is to refuse a courtesy from a supplier when CTAA is involved in choosing or reconfirming a supplier or under circumstances that would create an impression that offering courtesies is the way to obtain CTAA business.

MEALS, REFRESHMENTS AND ENTERTAINMENT

We may accept occasional meals provided that it is a widely attended event or meeting.

GIFTS

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom CTAA does or may do business. Employees with questions about accepting business courtesies should talk to their managers or the HR department.

OFFERING BUSINESS COURTESIES

Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon CTAA. An employee may never use personal funds or resources to do something that cannot be done with CTAA resources.

Accounting for business courtesies must be done in accordance with approved company procedures.

Other than to our government customers, for whom special rules apply, we may provide nonmonetary gifts (i.e., company logo apparel or similar promotional items) to our customers. Further, the Executive Director may approve other courtesies, including meals, refreshments or entertainment of reasonable value, provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.

- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.
- The business courtesy is properly reflected on the books and records of CTAA.

Ethical Standards in Bidding, Negotiation and Performance of Federal Awards The organization will strictly observe the laws, rules and regulations which govern acquisition of goods and services by the U.S. government. We will compete fairly and ethically for such business opportunities. Employees involved in the negotiation of grants and cooperative agreements will make all reasonable efforts to assure that all statements, communications and representations to funding source representatives are accurate and current. Care should be taken by personnel in a position to know that there are no material substitutions from specifications and the products meet or exceed contractual specifications.

ACCURATE PUBLIC DISCLOSURES

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all finance department staff, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform their Program Manager and/or the HR Director if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

CORPORATE RECORDKEEPING

We create, retain and dispose of our company records as part of our normal course of business in compliance with all CTAA policies and guidelines, as well as all regulatory and legal requirements.

All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with CTAA's and other applicable accounting principles.

We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of CTAA books, records, processes or internal controls.

FINANCIAL RECORD KEEPING

To provide an accurate and auditable record of all financial transactions, Association books, records, and accounts must be maintained in conformity with Generally Accepted Accounting Principles (GAAP). All employees are responsible for safeguarding organization assets under their control and for maintaining an auditable record of financial transactions. Each must Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings: and take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state , local, and tribal laws regarding privacy and responsibility over confidentiality.

Further, the organization specifically requires that:

- No funds or accounts may be established or maintained for purposes that are not fully and accurately described on the books and records of the organization.
- Receipts and disbursements must be fully and accurately described on the books and records of the organization.
- No false entries may be made on the books or records, or any false or misleading reports issued.
- Payments may be made only to a valid vendor and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid. Employees, who have reason to believe that the organization's books and records are not in accord with the foregoing requirements, must report these

instances to their immediate supervisor, Human Resource Director or Executive Director.

USE OF COMPANY RESOURCES

Company resources, including time, material, equipment and information, are provided for company business use. Employees and those who represent CTAA are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use. Generally, we will not use company equipment such as computers, copiers and fax machines in the conduct of an outside business or in support of any religious, political or other outside daily activity. We will not solicit contributions nor distribute non-work related materials during work hours.

In order to protect the interests of the CTAA network and our fellow employees, CTAA reserves the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of the Internet or CTAA's intranet. We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate.

Questions about the proper use of company resources should be directed to your project manager or the HR Director.

POLITICAL ACTIVITY

The Hatch Act "restricts the political activity of individuals principally employed by state, county or municipal executive agencies who have duties in connection with programs financed in whole or in part by Federal loans or grants." Employees of CTAA are precluded from engaging in political activities in the name of CTAA or during compensated work time. These include: lobbying; preparing political publications or materials, making partisan political speeches or engaging in related activities intended to influence legislation or to promote a political party or candidate on social media and elsewhere.

Political Contributions: No funds or assets of the Organization may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the Organization for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. The Organization also cannot be involved with any committee or other organization that raises funds for political purposes. This rule applies both inside and outside the United States, except in those cases permitted by law and expressly authorized by the Board of Directors of CTAA.

MEDIA INQUIRIES

CTAA is a high-profile organization in our community, and from time to time, employees may be approached by reporters and other members of the media. In order to ensure that we speak with one voice and provide accurate information about the company, we should direct all media inquiries to the Executive Director and/or Communications Director. No one may issue a press release without first consulting with the Executive Director and/or Communications Director. Accountability

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

CTAA takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

VIOLATIONS OF CTAA'S CODE OF CONDUCT/BUSINESS ETHICS

Violations of CTAA's Code of Conduct/Business Ethics will lead to disciplinary action up to and including termination of employment as outlined in the Association's Personnel Policy Manual (PPM).

INFORMATION AND RESOURCES:

CTAA's Executive Director:

Scott Bogren, bogren@ctaa.org

HUMAN RESOURCE DIRECTOR

Caryn Souza, souza@ctaa.org

**University of Arkansas System
Division of Agriculture
Cooperative Extension Service**



**DIVISION OF AGRICULTURE
RESEARCH & EXTENSION**

University of Arkansas System



Submitted November 17th, 2023 in consideration of:

**National Center for Mobility Management
2024 Ready-to-Launch Grant**

Table of Contents

Project Title.....	1
Community.....	1
Challenge Area and Focus Questions.....	1
Funds Requested.....	1
Lead Organization.....	1
Eligibility.....	2
Person Submitting the Application.....	2
Director Letter of Commitment.....	2
Community Description.....	2
Project Description.....	3
Target Population Description.....	3
Solution Development Process.....	4
Partner and Advisory Committee Member Information.....	4
Consultants / Contractors.....	5
Performance Metrics.....	5
Budget & Budget Narrative.....	5
Operations Plan Template.....	7
Appendices.....	10
Appendix A.....	10
Appendix B.....	11
Appendix C.....	17
Appendix D.....	19

I. Project Title

Delta Rides: Phillips County, AR

II. Community

Phillips County is located in the Delta region of eastern Arkansas. Situated along the Mississippi River and bordered by the State of Mississippi to the east, it covers a total of 690.36 square miles. The county has a population of 16,923, and a population density of 24 persons per square mile according to the 2021 Census. Helena is the county seat and has a population of 9,141.

The county has realized a 21.8 percent decrease in population between 2012-2021. The decline was substantiated by project partners and local elected officials. Advancements in technology have transformed local farming practices, replacing manual processes and the operation of small, local farms. Additionally, a shift in population, access to education, and travel patterns were realized following the merger of Elaine and Marvell School Districts in 2006.

III. Challenge area and Focus question

Challenge Area:

The Delta Rides program will address the needs of community members who face transportation barriers related to advancing their personal well-being as they attempt to access destinations related to health and well-being, including food pantries, grocery stores, senior centers, healthcare and social service facilities, higher education organizations, local employers, parks and recreational centers, and youth programs.

Focus Question:

How might our community work to improve access to everyday destinations that positively impact social determinants of health for the residents of Phillips County?

IV. Funds requested

\$75,000.00

V. Lead organization

a. Official legal name

Division of Agriculture of the University of Arkansas

b. Address

2301 S University Ave
Little Rock, AR 72204

c. Phone number

501-671-2000

d. DUNS Number

039796771

UEI: UJ4DL1HJNZ18

VI. Eligibility

The Division of Agriculture of the University of Arkansas is a state-funded entity, represented within the Arkansas Department of Higher Education. As recipients of CTAA/NCMM Community Mobility Design Challenge 2022 and Learning Launch 2022 grants, our project team and project partners have worked closely with NCMM project leads and technical assistance providers to plan, convene community members, test assumptions, create solutions, and pilot transportation solutions in Phillips County, AR.

VII. Person submitting the application

Dr. Bryan Mader
2301 S University Ave
Little Rock, AR 72204
bmader@uada.edu
501-671-2104

Mr. Matt Brown
Associate Vice President of Finance and Administration
2301 S University Ave
Little Rock, AR 72204
mbrown@uada.edu
501-671-2032

VIII. Letter of commitment from the Director

See Appendix A.

IX. Community description

Due to both levels of poverty and a lack of transportation options to everyday destinations, including geographic distance from reliable sources of healthy food, the target population for this project includes all residents of Phillips County. These residents include children and youth, who have an overweight and obesity rate of 44%, one of the highest in the state, combined with 1 in 5 children who face food insecurity. Additionally, Phillips County, Arkansas, has the lowest Food Environment Index in the state, 4.5, meaning access to food is limited. Across the county, the average distance to a grocery store is 24.1 miles. Phillips County lacks a public transportation system, and 12.3% of households do not own a vehicle. Outside the main city, the rest of the Phillips County has a National Walkability Index of only 3.22, lending residents few options for safe, active transportation such as walking or cycling.

X. Project description (500 words max)

The Delta Rides project is a deviated fixed route transportation solution that services all of Phillips County, Arkansas. This solution is comprised of servicing three main geographic service areas; Helena-West Helena, Elaine, and Marvell. The service will have fixed time schedules and routes. Route stops focus on destinations that address social determinants of health including but not limited to grocery stores, community centers, low-income housing, elderly/disabled living centers, health care facilities, pharmacies, and food pantries. Helena-West Helena serves as the county seat and houses the only two full-service grocery store options within the county. Elaine and Marvell are the two most populated areas beyond Helena- West Helena and within those routes, smaller townships will be serviced. These service routes were designed to align with community need and projected demand. The service will alternate near daily, as the Elaine Route will be operating on Monday and Wednesday and the Marvell Route operating on Tuesday and Thursday. The Helena- West Helena area will be serviced four days per week. The solution will test a deviated route system which will pick up eligible riders within one mile of the normal parameters of the routes and stops. This deviation will allow Delta Rides to serve those with mobility issues and disabilities, who frequently struggle accessing available services. As this solution will be piloted in a low-income area, the fees must remain affordable to end users. This solution allows for various fare structures to accommodate numerous end-users needs and budgets. Delta Rides will offer the riders the ability to purchase one-day, weekly, or monthly passes with unlimited rides when their pass is activated. These passes will have various fare structures for each route origination location.

During the pilot phase, Delta Rides will be a collaborative effort between the University of Arkansas Division of Agriculture Cooperative Extension Service (UADA) and the Phillips County Government. This collaboration will ensure current and future success and sustainability of the project. After the pilot phase of the project, the Phillips County Government will assume all responsibility and control of Delta Rides and absorb the project in its entirety within their operations. During the pilot, UADA will collaborate with the County Government to ensure successful project implementation and project sustainability once the pilot has ended. Delta Rides will employ a part time service and mobility coordinator to assist riders with deviated route requests, rider passes, collaborate with community partners, and assist with the development of the project throughout the pilot phase. The mobility coordinator will work closely with UADA project leads, Phillips County Government project leads, and partner and advisory committees. Delta Rides will employ two part time drivers to operate the vehicle used for Delta Rides routes.

XI. Target population description

Due to the low population density and rurality of Phillips County, all residents of Phillips County, including adults and youth will be the target population for the Delta Rides pilot.

XII. Description of process through which the solution was developed

Beginning in fall of 2022, UADA began the human-centered design process to design a new transportation service for Phillips County after receiving funding from CTAA/NCMM. Prior to fall of 2022, the UADA team noticed a significant barrier for Phillips County residents to access community resources aimed at increasing access to healthy foods. Through prior work on The Drop Off project, the Phillips County mobile food pantry, UADA found that, on average, client miles driven to access food were reduced by at least half. Despite this bridge, the most vulnerable populations in the county were still unable to regularly access grocery stores, and other food access points like food pantries, due to various transportation barriers, such as no- or limited-vehicle access, disability, and transportation costs. For illustration, survey data analysis and one-on-one conversations with community residents during distribution events revealed that the mileage required to travel to either of the two grocery stores in Phillips county, the southern-most residents must travel 50 miles one-way. Funding from CTAA/NCMM created the opportunity for UADA to explore transportation services that accommodated the rural, low-income, and aging population of Phillips County. Once UADA began the human centered design process, there were multiple community conversations assessing the current status of transportation offerings in the county, barriers faced, feasibility of local transportation programs, access to healthy food options, and everyday destinations that impact health and quality of life. Interviews were conducted with end users at food pantry events throughout the county—The Drop Off, low-income housing, and senior living centers. Additionally, interviews were conducted with long-term Phillips County residents and local community-based organization leaders. Data surrounding obesity, food insecurity, health and wellness, poverty and income, transportation, and general demographics were gathered from secondary data resources, and provided further insight into community needs and found that transportation was reported as a barrier that exacerbated the primary drivers of negative health outcomes, as mentioned above.

This information was used to inform the team during a summit that was held during January 2023. The summit was attended by end users, local officials, public health leaders, community organizations and CTAA. The purpose of the summit was to discuss findings from the data gathered and to generate three potential solutions focused on increasing accessibility of food access via transportation. The solutions that were generated from the successful summit were *Delta on Demand*, *Delta Rides*, and *Delta Community Core*. *Delta on Demand* aimed to provide rideshare services; *Delta Rides* aimed to create a countywide deviated fixed route system utilizing a partnership with County Government; and *Delta Community Core* aimed to utilize churches as trusted organizations to provide transportation services. UADA discussed solutions with summit attendees, end users, and the community at large via survey to find that the service that was deemed most needed, feasible, and desired was **Delta Rides**. Delta Rides was piloted in November 2023 with proposed stop location generated by end user data and in collaboration with community partners in preparation for submission of the Ready-to-Launch pilot project application.

XIII. Partner and advisory committee member information and commitment statements

See Appendix D

XIV. Consultants/contractors

Not applicable.

XV. Performance metrics

The Delta Rides Ready-to-Launch pilot proposal includes plans to service a variety of food access points, including up to ten food pantries; two grocery stores; and four Dollar General stores. In total, using Route Option 1.B. from the RLS Full Operations Plan, up to thirty-eight route stops at food access points during each week of operation.

Additionally, the Delta Rides project proposal includes gathering evaluation data from passengers to inform the creation of an efficient, safe, and user-friendly route system and pilot transit program for Phillips County. The primary objective is to conduct a comprehensive evaluation which captures rider demographic data, usage patterns, and behavioral metrics.

These passenger data include demographics, vehicle ownership, primary trip purpose, trip destinations, deviated route stop preferences, the total number of riders, most- and least-popular route pick-up and drop-off points, and the perceived savings related to utilizing Delta Rides versus other modes of transportation (e.g., paying for a ride with someone else; using their own transportation, etc.).

We also want to identify variables related to the process evaluation of Delta Rides, including passenger experience metrics. These metrics include: a) Is it easy to identify the Delta Rides vehicle?; b) Are route maps and route times easy to understand?; c) Are the routes reliable and useful / Do routes go where passengers need to go?; d) Is the total travel time reasonable?; e) Do hours of operation meet passenger needs?; f) What are the best channels of communications for passengers?; g) Range of acceptable fares, if applicable; h) Best practices for a passenger rating system.

Finally, evaluation of onboard operations rounds out the proposed evaluative methods for Delta Rides. These metrics include ensuring that routes are operated safely and on-time; on-board passenger communication (e.g., route stop announcements; time announcements, etc.); ensuring that riders with mobility limitations are accommodated, including all applicable laws, rules, and regulations in accordance with the American for Disabilities Act.

XVI. Budget & Budget Narrative

Budget

Item	Grant Funds	In-Kind Funds (optional)	Total Project Funds
Direct Labor	\$30,240	\$0	\$30,240
Fringe Benefits (7.9%)	\$2,388.96	\$0	\$2,388.96
Travel	\$2,496	\$0	\$2,496

Consultant/contracted services	\$0	\$0	\$0
Meeting Costs	\$0	\$0	\$0
Direct Costs	\$21,265.75	\$0	\$21,265.75
Indirect Costs	\$18,608.93	\$0	\$18,608.93
TOTAL BUDGET	\$74,999.64	\$0	\$74,999.64

Budget Narrative

Direct Labor:

Two drivers, paid hourly at \$16 per hour for 16 hours per week for 20 weeks each

$$16 \times 16 = 256 \mid 256 \times 20 \text{ weeks} = 5,120 \mid 5,120 \times 2 = \mathbf{10,240}$$

One coordinator, paid hourly at \$20 per hour for 25 hours per week for 40 weeks

$$20 \times 25 = 500 \mid 500 \times 40 \text{ weeks} = \mathbf{20,000}$$

Hourly Fringe (7.9%)

$$(10,240 + 20,000) \times 0.079 = \mathbf{2,388.96}$$

DIRECT LABOR TOTAL: \$32,628.96

Travel:

Project team travel to/from UADA Little Rock State Office to UADA Phillips County Office

240 miles (r/t) x 5 project team members = 1,200 miles per trip

1,200 x 4 trips = 4,800 miles

4,800 x (0.52 cents/mile) = **\$2,496**

TRAVEL TOTAL: \$2,496.00

Consultant/contracted services:

Not applicable

Meeting Costs:

Not applicable

Other direct costs:

Vehicle Lease:

10-month lease (Mar-Dec, 2024) at \$1,500 per month = **\$15,000**

Fuel: (assuming Ford Transit 15-passenger van and 4 days per week route service to Marvell and Elaine; 2 days for each route):

1154.4 route miles per week | 25 gallon gas tank vehicle |

Assuming 25 mpg | = 625 miles per tank

1,154.4 x 40 weeks = 46,176 total miles

625 / 1,154.4 = .54 route completions per gas tank fill-up

25 gallons x average regular octane gasoline (\$2.99/gal [Arkansas average]) = **\$74.75** per fill up

46,176 miles / 625 miles per tank = approx. 74 gasoline fill ups

74 fill ups x 74.75 per fill up = **\$5,531.50**

Vehicle maintenance costs (oil / tires / lubricants): **\$734.25**

15,000 + 5,531.50 + 1,327.25 = **\$21,265.75**

DIRECT COSTS TOTAL: \$21,265.75

GRAND SUBTOTAL: \$56,390.71 (including fringe)

Indirect costs:

UADA indirect cost rate is 33%. Indirect costs are applicable to all direct costs. See attached NICRA. See Appendix C.

$\$56,390.71 \times (.33) = \$18,608.93$

GRAND TOTAL BUDGET: \$74,999.64

$\$56,390.71 + \$18,608.93 = \$74,999.64$

Operations Plan Template:

Operational Activities

Activity Title	Activity Details
Routing	See RLS Full Operations Plan, beginning on page 19.
Scheduling	Scheduling will be accomplished using the RideSheet software platform.
Vehicles	A lease for a 15-passenger van, similar to a Ford Transit 350, will be secured using project funds.
ADA Requirements	As applicable, the Delta Rides project will follow all Americans with Disabilities Act requirements related to transportation and

	accommodation of persons covered and protected under the laws as written by the U.S. Department of Justice Civil Rights Division.
Capacity	Fifteen (15) passengers (including the driver) may be accommodated with the proposed vehicle (see above).
Service Area	The Delta Rides project will service Helena-West Helena, Marvell, and Elaine, Arkansas. In addition, the serviced stops include all of those proposed in the RLS & Associates Full Operations Plan's Route Option 1.B. See page 23 of the Full Operations plan for details.
Other	N/A

Customer-facing Activities

Activity Title	Activity Details
Ride request process	For certain routes, a ride reservation process will be established for community members to use in order to reserve rides in advance of a particular day of the week. For on-demand and/or deviated routes, a one-mile radius deviation will be allowed in order to pick up riders from their homes and/or other everyday destinations along the routes in Marvell and Elaine.
Website	A fully dedicated Delta Rides website will be built upon receipt of NCMM funds. Additionally, a UADA webpage will be dedicated to the project. A Facebook page that houses our UADA Health programs is established and has Delta Rides-related content already published. See here for more: https://www.facebook.com/UADAPathwaysToHealth/
Call center	Our mobility manager/project coordinator will serve as the Call Center resource and customer service representative for our riders.
Fares	For the Delta Rides pilot, we aim to create a free ridership experience. However, in collaboration with RLS & Associates, a series of Fare Cost possibilities has been established (see page 24 of the Full Operations Plan).
Passes	For the Delta Rides pilot, we aim to create a free ridership experience. However, in collaboration with RLS & Associates, a series of Fare Cost possibilities has been established (see page 24 of the Full Operations Plan).
Marketing	Delta Rides marketing and advertising, includes local, regional, and statewide earned and paid media (including social media, newspapers, and UADA Communications Team publications).

Financial Sustainability

Activity Title	Activity Details
Fixed costs	Fixed costs include: <ul style="list-style-type: none"> • Two drivers, paid hourly at \$16 per hour for 16 hours per week for 20 weeks each (\$10,240) • One coordinator, paid hourly at \$20 per hour for 25 hours per week for 40 weeks (\$20,000) • Fringe rate (7.9%) (\$2,388.96) • 10-month lease (Mar-Dec, 2024) at \$1,500 per month = \$15,000
Variable costs	Variable costs include: <ul style="list-style-type: none"> • Fuel (\$5,531.50 estimated) • Vehicle maintenance (\$1,327.25 estimated)
Other costs	Indirect costs: <ul style="list-style-type: none"> • On \$75,000 (\$18,016.27)
Funders	Potential additional funding for the Delta Rides project includes: <ul style="list-style-type: none"> • Centers for Disease Control and Prevention High Obesity Program • Robert Wood Johnson Foundation Pioneering Ideas Grant • Helena Health Foundation • Sponsorships from local partners
Funder requirements	<ul style="list-style-type: none"> • https://www.cdc.gov/nccdphp/dnpao/state-local-programs/hop/high-obesity-program-2023-2028.html • https://www.rwjf.org/en/grants/active-funding-opportunities/2020/pioneering-ideas-submission.html?_kx= • https://helenahhealthfoundation.org/grants-%26-scholarships

Performance Metrics

Activity Title	Desired Outcome (target metric)
See Section XV. above.	

Appendices

Appendix A: UADA Director Letter of Commitment

DocuSign Envelope ID: 4356FC08-989A-4707-8A5D-81E5BC5459AE



Cooperative Extension Service

Arkansas is
Our Campus

2301 South University Avenue • Little Rock, Arkansas 72204-4940 • (501) 671-2000 • www.uaex.uada.edu

November 17th, 2023

Amy Conrick
Will Reckley
National Center for Mobility Management
1341 G Street
Suite 210
Washington, DC 20005

RE: National Center for Mobility Management 2024 Ready to Launch Grant support

Dear Ms. Conrick and Mr. Reckley,

I am writing to express my full support for the University of Arkansas System Division of Agriculture, Cooperative Extension Service's (UADA) proposal to the National Center for Mobility Management's 2024 Ready to Launch Grant with the goal of piloting the Delta Rides transportation program in Phillips County. As part of the 1862 Land-Grant University (LGU) System, UADA has a mission to strengthen agriculture, communities, and families by connecting trusted research to the adoption of best practices. It is my belief that this proposal seeks to fulfill that mission.

UADA is engaged in many programs and projects that seek to improve the health and well-being of community members throughout the state. For example, UADA is the recipient of multiple federally-funded public health projects with the goal of increasing access to healthy food and physical activity through policy systems, and environment changes, with the ultimate goal of reducing rates of obesity in our most affected counties. These projects have focused on built environment (e.g., crosswalks, walking systems, bike trails) and food systems work such as mobile food pantries, an innovative and new concept that brings food to the people who lack economic, geographic, and physical access to healthy foods in their communities. With many residents in the Arkansas Delta lacking reliable or affordable access to transportation and health services, including access to conditions that facilitate supportive social determinants of health—namely transportation to everyday destinations—this Ready to Launch opportunity is a key component of the momentum and future potential energy of our target communities to increase overall health.

I am confident that this proposal represents a unique and innovative approach that best utilizes the assets (people and partnerships) found within our rural communities, as well as the Extension expertise in working with and improving the health and well-being of Arkansas's communities.

The project team is poised to begin the proposed work immediately and I look forward to being a close partner of the National Center for Mobility Management to achieve the objectives outlined in the proposal. The University of Arkansas System Division of Agriculture, Cooperative Extension Service recognizes the importance of this work and fully supports its successful completion.

Sincerely,

DocuSigned by

Bob Scott

416670747020-72
Robert Scott, Ph.D.

Senior Associate Vice President for Agriculture—Extension
Director, Cooperative Extension Service

University of Arkansas, United States Department of Agriculture and County Governments Cooperating

The University of Arkansas System Division of Agriculture offers all its Extension and Research programs and services without regard to race, color, sex, gender identity, sexual orientation, national origin, religion, age, disability, marital or veteran status, genetic information, or any other legally protected status, and is an Affirmative Action/Equal Opportunity Employer.

Appendix B: Partner and advisory committee member information and commitment statements

PARTNERS & ADVISORY COMMITTEE MEMBERS

Name of primary contact: Drew Smith

Title and organization: Board President and Co-Founder, Delta Magic

City/state: Helena-West Helena, AR

Telephone: 870-995-0744

Email: drew@deltamagic.org

Partner or committee member's role: Project partner and advisory committee member

Commitment statement:



Delta Magic
218 Waverly Wood Cir
Helena, AR 72342

To Whom It May Concern:

The purpose of this letter is to express full support of the Delta Rides program. At Delta Magic, our goal is to highlight the "magic" of the Delta in order to show residents and visitors what resources and opportunities exist in the area. Something that is often brought up as a missing resource is the lack of accessible health food options. Phillips County is the least food secure county in Arkansas, one of the least food secure states in the country. We know that transportation is a major factor in deciding whether or not a resident of this county will have food. Food is difficult to reach not just for people living in the more rural parts of the county, but also for people living in the more densely populated parts of Helena-West Helena. With no public transit, ride sharing, taxi, or pedestrian infrastructure, food is often out of reach for many residents. I believe that the Delta Rides program will provide a much needed solution to one aspect of this problem by giving our most vulnerable residents an opportunity to reach healthy foods. We have already seen a very positive response across the county with the news of the program, and I have no doubt that the service will be utilized. I can see many potential outcomes for this program. The obvious one is that our residents will have more access to healthy foods, leading to healthier and happier lives. I can also see this being a natural way to engage residents in interacting with their fellow community members and in community events, which also have been proven to improve the health and happiness of residents.

At Delta Magic we intend to support the program by advertising it, showcasing it on our website and social media as a "magic" highlight, and referring residents to the program whenever possible. We will also continue to be a partner with the directors of this program in the future to contribute to maximizing its success in whatever ways possible.

I cannot overstate my support for this program, and I am excited to see what the future holds.

Sincerely,

Drew Smith
Board President and Co-Founder of Delta Magic
870-995-0744
drew@deltamagic.org

Name of primary contact: Clark Hall

Title and organization: County Judge, Phillips County Government

City/state: Helena, AR

Telephone: 870-338-5500

Email: clarkhall@suddenlink.net

Partner or committee member's role: Project partner and advisory committee member

Commitment statement:



*Clark Hall
County Judge*

Phillips County Courthouse
820 Cherry Street, Suite 208
Helena, Arkansas 72342
Phone (870) 338-5500
Fax: (870) 338-5504

clarkhall@suddenlink.net

As the Phillips County Judge, I feel that transportation is an obvious need for many Phillips County citizens. The county government can address this big issue by partnering with the University of Arkansas Cooperative Extension Service to launch a pilot transportation project in Phillips County, Delta Rides. During the pilot phase of Delta Rides in 2024, my office will work alongside the Cooperative Extension to introduce Delta Rides to the county citizens. We will support UADA for the entire pilot year and beyond, with the anticipation of program sustainability housed within our county government operations. Due to the nature of our county wide operations and abilities, the UADA team and myself believe this project is a good fit for our organization. I feel that is our duty to help our county citizens and this pilot project is an excellent way to do so as it will address a magnitude of issues. The focus on food insecurity, health, and economic development are areas that we already focus on and feel these are important areas the Delta Rides project will impact. We believe this project will be very successful, as the need is evident, and the test of the idea was very successful. Over the course of the year, UADA and our team have worked together in tandem to plan and establish this project. Additionally, our strong and successful relationship with the University of Arkansas Cooperative Extension over the past few years with the Mobile Feed Trailer and other projects, allows me to feel confident Delta Rides will have many positive impacts throughout the county.

Name of primary contact: Gayla Williams

Title and organization: Community Manager, Senior Haven Apartments

City/state: Marvell, AR

Telephone: 870-829-1016

Email: gwilliams@intrepidinc.net

Partner or committee member's role: Project partner and advisory committee member

Commitment statement:

Senior Haven Apartments

1415 West Main Street

Marvell, AR 72366

870-829-1016 TTY:711

I think Delta Rides is a very important project because it allows low-income residents, without their own transportation, to be able to go to stores and food banks to get healthy foods. It will also help people get out of their house/ apartment to mingle with others and hopefully make new friends. I will be happy to volunteer at the food banks/ pantries any time, just let me know when and where! I also have put the flyer on the community bulletin board for everyone to see and handed out flyers to every resident.

Respectfully,



Gayla Williams

Community Manager

Senior Haven Apartments

1415 West Main Street

Marvell, AR 72366

Phone: 870-829-1016

Cell: 870-995-0475

gwilliams@intrepidinc.net

This property does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. Per section 504 requirements, this property will make reasonable accommodations for persons with disabilities. Section 504 Compliance- ATTN: Compliance Officer Six Interstate 30-Suite A Little Rock, AR 72209 501.280.0037 TTY:711.



Name of primary contact: Julie Goings

Title and organization: Phillips County Extension Agent, University of Arkansas Cooperative Extension Service

City/state: Helena, AR

Telephone: 870-338-8027

Email: jgoings@uada.edu

Partner or committee member's role: Project partner and advisory committee member

Commitment statement:



**Phillips County
Cooperative Extension Service**

**Arkansas is
Our Campus**

P.O. Box 684 • Helena, AR 72342 • Phone Number 870-338-8027 • www.uaex.uada.edu

From: Julie Goings, Phillips County Extension Agent-Family and Consumer Science

The University of Arkansas Cooperative Extension Service looks forward to working with Delta Rides, bringing more people to places that offer healthy food options, as well as other everyday destinations. I am a lifelong resident of the county and have seen many people struggle to get to food sources, be it grocery stores, food pantries, farmers market, etc. No one should have to do without other items, in order to feed their family.

We are committed to providing nutrition education and teaching ways to stretch food dollars. We currently operate successful EFNEP and SNAP-Ed programs to low-income residents. Delta Rides will help extend our reach.

With reliable transportation, hopes are high that we will one day no longer be the poorest and unhealthiest county in the poorest region of our country. Transportation is the most important part of the process. Thank you for considering Delta Rides.

Sincerely,

A handwritten signature in cursive script that reads 'Julie Goings'.

Julie Goings
County Extension Agent-Family and Consumer Sciences
University of Arkansas Division of Agriculture Cooperative Extension Service
(870) 338-8027
jgoings@uada.edu

University of Arkansas, United States Department of Agriculture and County Governments Cooperating

The University of Arkansas System Division of Agriculture offers all its Extension and Research programs and services without regard to race, color, sex, gender identity, sexual orientation, national origin, religion, age, disability, marital or veteran status, genetic information, or any other legally protected status, and is an Affirmative Action/Equal Opportunity Employer.

Name of primary contact: Ruthie Pride
Title and organization: Phillips County Branch Manager, Legacy Birthing Project
City/state: Helena, AR
Telephone: 501-804-4456
Email: arkansasbirthingproject2@gmail.com
Partner or committee member's role: Project partner and advisory committee member
Commitment statement:

11-17-2023

To whom it may concern,

I, Ruthie L. Pride Bunch Manager of the Legacy Birthing Project in Phillips County, I strongly advocate for the implementation of Delta Rides in Helena-West Helena. Our expectant mothers currently face significant challenges having to travel extensive distances of 30 to 40 miles to access vital prenatal care from their obstetricians and gynecologists. This lack of accessible transportation places undue stress on these mothers-to-be affecting not only their health but also their overall well-being. By introducing Delta Rides, we can ensure these expectant mothers have reliable and timely transportation to their healthcare appointments, alleviating the burden of long commutes and enhancing their ability to receive the essential care they and their babies need. This initiative aligns with our commitment to providing comprehensive support to pregnant women and addressing a critical need within our community.

Whatever role I have to play to make this dream a reality, I am willing.

Thank you,

Ruthie L. Pride
 Phillips County Bunch Manager
 Legacy Birthing Project

Name of primary contact: Jordyn Brown
Title and organization: Director, Phillips County Health Unit- Arkansas Department of Health
City/state: West Helena, AR
Telephone: 870-572-9028
Email: jordyn.brown@arkansas.gov
Partner or committee member's role: Project partner and advisory committee member
Commitment statement:

As the Director of the local health unit, I am writing this letter of support in reference to the new transportation project created by the University of Arkansas Cooperative Extension. I am glad to serve on the Delta Rides advisory board to collaborate with colleagues to ensure this very much needed project's success. Transportation has been a huge issue and main topic of discussion around health outcomes for Phillips County for some time. I am happy to see this novel pilot introduced to our community. I believe Delta Rides will serve our community very well. I am going to work with Darby and Julie to work on ADH becoming a local bus stop for this project, since many of our patients are unable to make the trip to our office. We provide immunizations, wellness exams, WIC, the only prenatal providers in the county, and more. By increasing access to our programs via transportation, I hope to see improvements to health outcomes. Having reliable and affordable transportation is a critical need for many. I am excited to see this project flourish next year.

Best,
 Jordyn

Jordyn Brown, Local Health Unit Administrator
 Phillips County Health Unit
 110 Shirley Hicks Drive
 West Helena, AR 72390
 Phone: 870-572-9028
 Work Cell: 870-228-2625 I Fax: 870-572-6256

Name of primary contact: Martin Rawls
Title and organization: Justice of the Peace, Phillips County Government
City/state: Marvell, AR
Telephone: 870-995-8487
Email: jmrjmr6@hotmail.com
Partner or committee member's role: Project partner and advisory committee member
Commitment statement:

Delta Rides is a very desperate need for our county for numerous reasons from food deserts to economic hardships. I am available to help in this role, however I am needed to help our communities in Phillips County. It's most important to see all of our citizens be able to get necessities they need for their everyday lives. I believe that Delta Rides can be a solution. I support the University of Arkansas Cooperative Extension team as they pilot Delta Rides in 2024.

Name of primary contact: Stephanie Loveless
Title and organization: UAMS East Regional Campus Director
City/state: West Helena, AR
Telephone: 870-572-2727
Email: cargilestephanica@uams.edu
Partner or committee member's role: Project partner and advisory committee member
Commitment statement:

I am writing this letter of support for the Delta Rides/UA Cooperative Extension project for Phillips County. I believe that my organization will be able to both contribute and benefit from the success of the Delta Rides transportation pilot. UAMS East and UA Cooperative Extension have decades long working relationship with one another and many successful projects under each organization's tenure. UAMS East will serve as a community partner by working with the Health Team at UA Cooperative Extension by becoming a bus route location and working with them throughout the pilot year as Delta Rides begins. We believe this will be a benefit to the community and our patients/clientele. A lot of our patients struggle with accessing free services that can benefit their health due to a lack of transportation options in our rural county. I believe Delta Rides will be not only sustainable but enticing offering to our county. Additionally, I am thankful that Delta Rides will create an affordable option for individuals who have limited incomes.

Thank you,
Stephanie Loveless

Name of primary contact: Jordan Treat
Title and organization: UAMS East Health Educator
City/state: West Helena, AR
Telephone: 870-714-3039
Email: jtreat@uams.edu
Partner or committee member's role: Project partner and advisory committee member
Commitment statement:

To the National Center for Mobility Management,
My name is Jordan Treat, and I am a Health Education Specialist at UAMS East Regional Campus in Helena, Arkansas located in Phillips County. I am eager to serve on the UADA Delta Rides project advisory board for the upcoming year. I had the pleasure of working with the UADA team during this past year and during their summit to determine a transportation program for Phillips County. It has been evident that UADA is dedicated to their work and are working diligently to reduce transportation barriers for people in our county. This is a county that has limited resources, income and jobs but plenty of health conditions. Many of my patients struggle with transportation and that impacts their ability to come to my office, go to a pharmacy, the grocery stores and so much more. I believe Delta Rides can help to reduce those barriers for many people that live in our county to create a happier and healthier place to live.

Gratefully,
Jordan Treat

Appendix C. Fringe Rates and NICRA

Fringe Rate



Memorandum

To: Division of Agriculture Faculty and Staff

From: Matt Brown
Associate Vice President for Finance & Administration

Date: June 30, 2023

Re: FY 2024 Fringe Benefit Rates

Effective July 1, 2023 the fringe benefit rates for Fiscal Year 2024 will change to the rates indicated below. Faculty and staff should use these rates when calculating budgets that are included in sponsored projects or grant proposals to be awarded after July 1, 2023. The federal rate should be used for **formula funding only**, not competitive grants. The new fringe benefit rates are as follows:

Benefits Group 1: Students	0.70%
<u>Includes:</u> Student Hourly (non-work study), Work Study, Graduate Student (summer research), Graduate Student (summer teaching)	
Components: Workers Compensation	0.52%
Prior Period Adjustment	0.18%
Benefits Group 2: Hourly Wages and Other Compensation	7.90%
<u>Includes:</u> Annual Leave, Hourly (non-student), Overtime, Awards and Allowances, Lump Sum Payments, Salary (classified, 0-49% appointment), Salary (non-classified, 0-49% appointment)	
Components: Workers Compensation	0.52%
Unemployment	0.05%
FICA and Medicare	7.19%
Prior Period Adjustment	0.14%
Benefits Group 3: Graduate Assistants	4.20%
<u>Includes:</u> Graduate Assistants (salaried)	
Components: Workers Compensation	0.50%
Medical (Graduate Assistants)	4.40%
Prior Period Adjustment	-0.70%

Rates continue on the following page.

The University of Arkansas System Division of Agriculture offers all its Extension and Research programs to all eligible persons without regard to race, color, sex, gender identity, sexual orientation, national origin, religion, age, disability, marital or veteran status, genetic information, or any other legally protected status, and is an Affirmative Action/Equal Opportunity Employer.

NICRA

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1716003252A3
ORGANIZATION:
University of Arkansas
316 Administration Building
Fayetteville, AR 72701

DATE:05/20/2022
FILING REF.: The preceding
agreement was dated
04/20/2021

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES:		FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)
<u>EFFECTIVE PERIOD</u>					
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	07/01/2021	06/30/2025	50.00	On Campus	Organized Research
PRED.	07/01/2021	06/30/2025	49.00	On Campus	Instruction
PRED.	07/01/2021	06/30/2025	38.00	On Campus	Other Sponsored Activities
PRED.	07/01/2021	06/30/2025	47.00	On Campus	Ag. Exp. Station
PRED.	07/01/2021	06/30/2025	42.00	On Campus	Ark. Arch. Survey Inst.
PRED.	07/01/2021	06/30/2025	33.00	On Campus	Coop. Ext. Service
PRED.	07/01/2021	06/30/2025	32.00	On Campus	Criminal Justice Inst.
PRED.	07/01/2021	06/30/2025	37.00	On Campus	Clinton School
PRED.	07/01/2021	06/30/2025	26.00	Off Campus	All Programs
PROV.	07/01/2025	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2025.

Appendix D: RLS & Associates Full Operations Plan

Table of Contents

Chapter 1. Introduction	1
Purpose.....	1
Project Approach	2
Chapter 2. Existing Conditions - Demographic Analysis	2
Population	3
Population Density	3
Older Adult Population.....	4
Young Adult Population.....	6
Household Income and Poverty.....	7
Zero Vehicle Households	7
Transit Propensity Analysis.....	9
Chapter 3. Community Needs Assessment.....	11
Major Trip Generators.....	11
Chapter 4. Service Structure Alternatives.....	15
Alternative 1: Deviated Fixed Route Serving Marvell and Elaine on Alternate days	15
Overview.....	15
Option 1.A: Service Three Days per Week.....	15
Option 1.B: Service Four Days per Week.....	23
Option 1.C: Service Five Days per Week.....	23
Route Deviations.....	24
Fare Structure	24
Capital and Technology Needs.....	25
Organizational Structure and Staffing Needs	25
Productivity Measures	26
Benefits and Challenges	26
Alternative 2: Deviated Fixed Route with Service to Marvell and Elaine.....	26

Overview..... 26

Service Three Days per Week 27

[Productivity Measures](#) 28

[Benefits and Challenges](#) 29

[Alternative 3: County-Wide Demand Response Service](#) 29

[Benefits and Challenges](#) 29

[Program Marketing And Advertising](#)..... 30

[Summary of Service Alternatives](#) 31

[Chapter 5: Cost Projections and Implementation Plan](#) 33

[Anticipated Expenses for Service Alternatives](#).....33

[Implementation Activities and Associated Timeline](#).....35

CHAPTER 1. INTRODUCTION

The National Centers for Mobility Management’s (NCMM’s) Community Mobility Design Challenge 2022 grants, with funding from the Federal Transit Administration, support communities in seeking innovative ways to address the personal well-being of community members that face transportation barriers to recreation and physical activities, healthy food, personal safety, economic opportunity, or community and peer support opportunities.

The Delta Rides Program concept created by the representatives from the University of Arkansas Division of Agriculture Research and Extension was selected through the above mentioned competitive grant opportunity. The goal of the Phillips County team was to design transportation services that would help Mid-Delta residents access social determinates of health. The mobility needs of the community were identified though the program design process. This Operations Plan was designed following conclusion of the design phase with the intent of bringing the Delta Rides into fruition.

PURPOSE

For many Phillips County residents, transportation is a barrier to accessing healthcare services, healthy food options, and recreational facilities such as parks and walking trails. The project partners worked together on the transit operational phase under the NCMM grant. Services administered under this pilot program will address social determinates of health by reducing transportation as a barrier and increasing access to health and wellness opportunities for community members in the Phillips County.

Social determinants of health (SDOH) are the nonmedical factors that influence health outcomes. They are the conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life¹. These are the factors apart from medical care that shape the health of an individual and communities. SDOH are influenced by social policies and reflect conditions in the environments in which people are born, live, work, play, and age, and account for 80 percent of health outcomes. Examples of social determinates of health include, but are not limited to:

- ◆ Access to transportation
- ◆ Safe housing and communities
- ◆ Education and job opportunities
- ◆ Access to healthy foods and physical activity opportunities

The University of Arkansas was awarded grant funds to implement the Center for Disease Control’s High Obesity Program (HOP) in Phillips County over the next five years. The Delta Ride Pilot Program meets the objectives of the NCMM grant and goals set forth by the local team while reinforcing initiatives of the CDC’s HOP.

¹ World Health Organization: https://www.who.int/health-topics/social-determinants-of-health#tab=tab_1

The Operations Plan presented herein will serve as the foundation for transportation services administered under the Delta Rides Pilot Program. The systematic plan will outline clearly defined recommendations and a roadmap for implementation of service alternatives best suited for Phillips County.

PROJECT APPROACH

The scope of services was structured into a total of six tasks to successfully complete this effort. The plan is organized as follows:

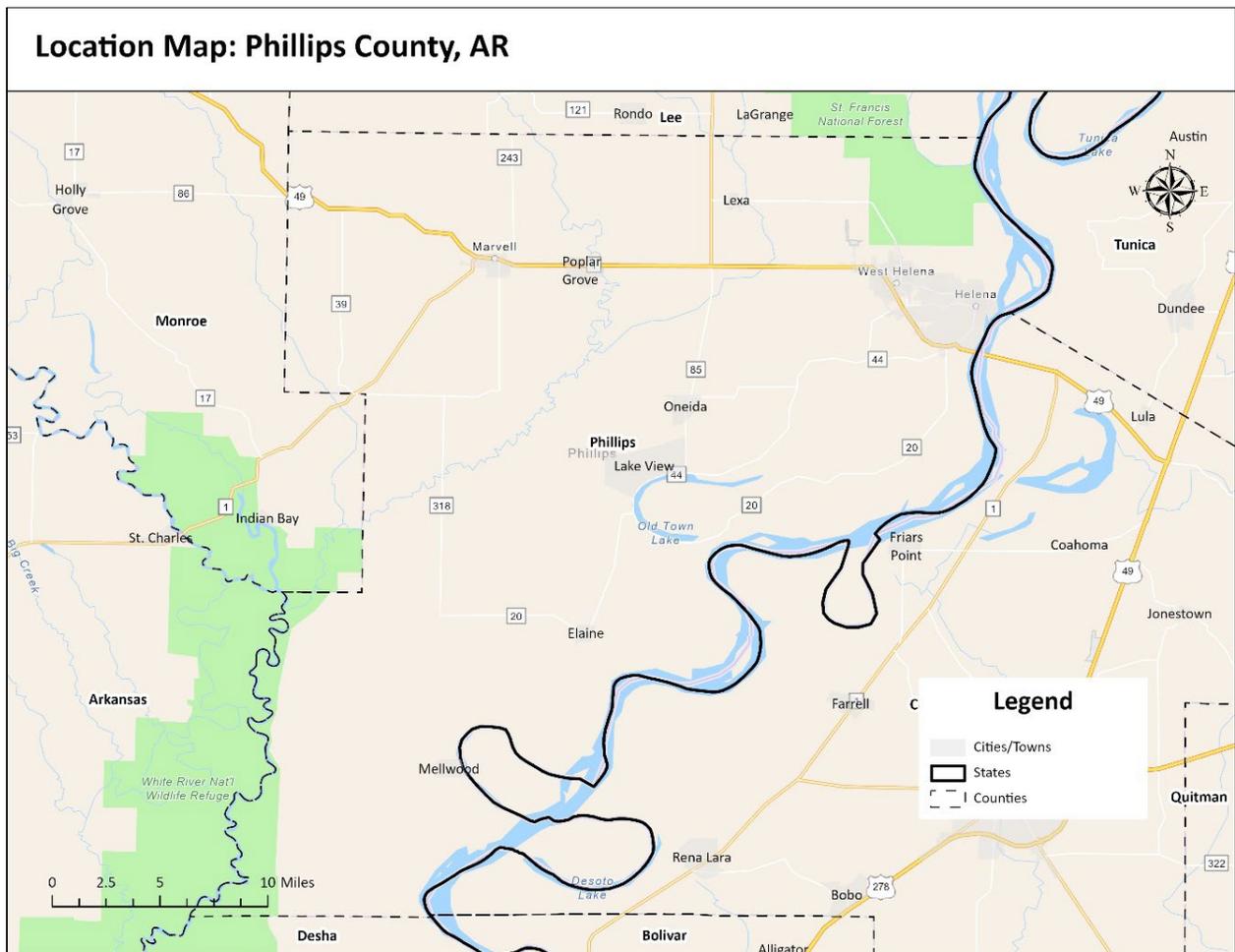
- ◆ Task 1 | Project Initiation and Kick-Off Meetings
- ◆ Task 2 | Review Planned Services and Suggest Changes
- ◆ Task 3 | Develop Service Recommendations
- ◆ Task 4 | Draft Operations Plan for Test Pilot
- ◆ Task 5 | Draft Operations and Implementation Plan
- ◆ Task 6 | Deliver Final Report

CHAPTER 2. EXISTING CONDITIONS - DEMOGRAPHIC ANALYSIS

The demographics of an area are a strong indicator of demand for transportation service. Additionally, the socio-economic factors included as part of this analysis, have a direct impact on health outcomes. The results of the analysis provide insight and offer the foundational blocks for building a transportation solution that effectively meets the needs of the community and objective of the program. A variety of relevant demographic data was collected and analyzed and is summarized in the following section. The data provided has been gathered from the U.S. Census Bureau's 2020 and 2021 American Community Survey (ACS) Five-Year Estimates.

It is important to note that the ACS Five-Year Estimates have been used to supplement data that is not available through the 2020 Decennial Census. As a five-year estimate, the data represents a percentage based on a national sample and do not represent a direct population count. The jurisdictional boundary for the study area is depicted in Figure 2.1 below. Transporting services administered under the Delta Rides Program will be concentrated to the referenced study area.

Figure 2.1 | Phillips County Boundary Line



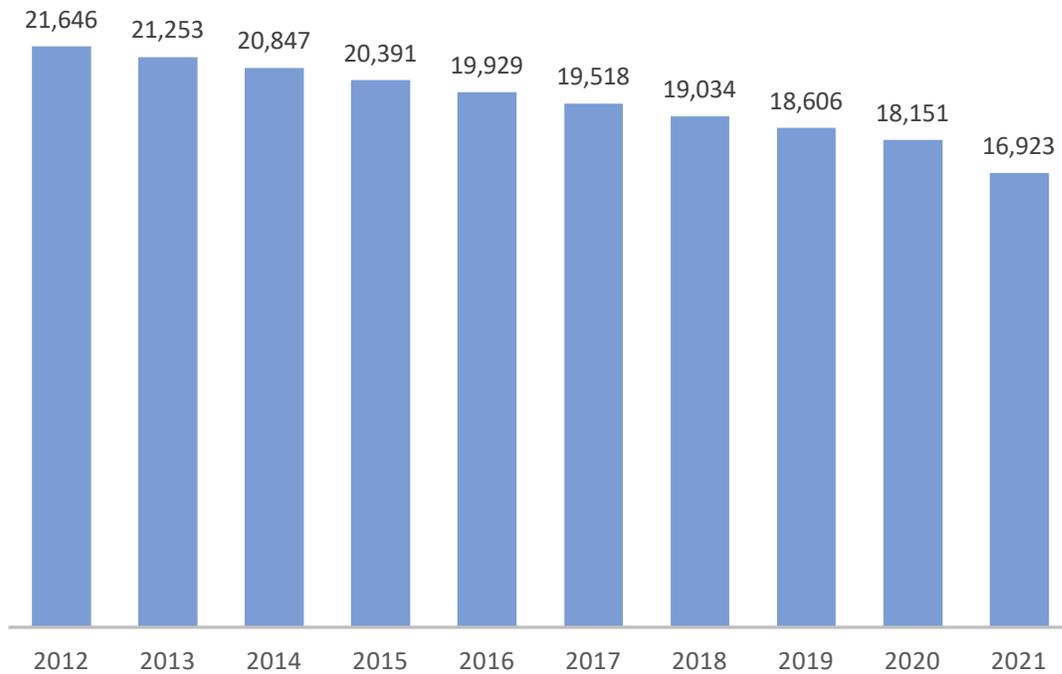
Source: U.S. Census Bureau

POPULATION

Phillips County is located in the Delta region of eastern Arkansas. Situated along the Mississippi River and boarded by the State of Mississippi to the east, it covers a total of 690.36 square miles. The county has a population of 16,923, and a population density of 24 persons per square mile according to the 2021 Census. Helena is the county seat and has a population of 9,141.

Historical data spanning a ten-year horizon, 2012 through 2021, is presented in Figure 2.2. The county has realized a 21.8 percent decrease in population over during the referenced timeframe. The decline was substantiated by project partners and local elected officials. Advancements in technology have transformed local farming practices, relacing manual processes and the operation of small, local farms. Additionally, a shift in population, access to education, and travel patters were realized following the merger of Elaine and Marvell School Districts in 2006.

Figure 2.2 | Population for Phillips County, 2012 – 2021



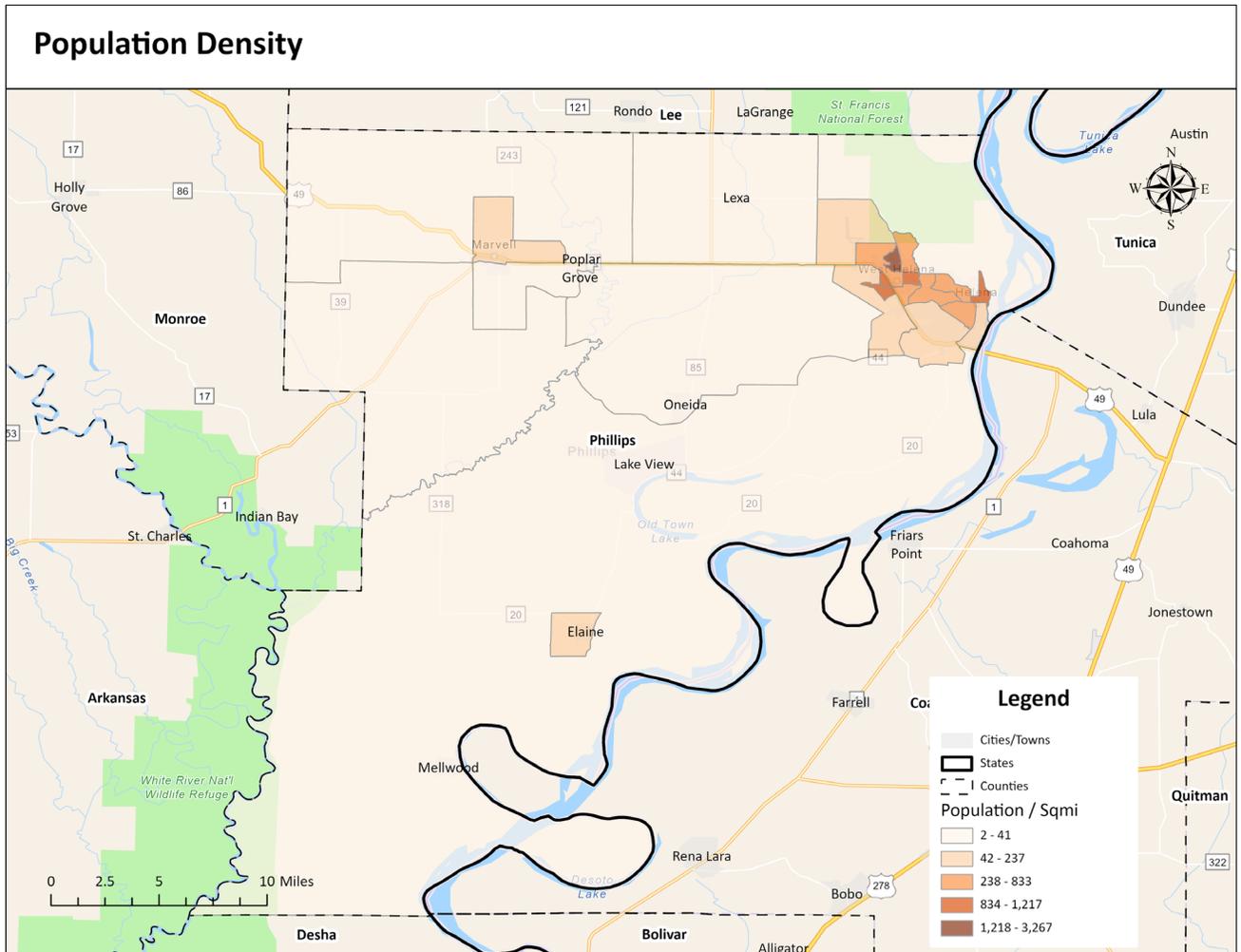
Source: U.S Census Bureau American Community Survey, 2012 – 2021

POPULATION DENSITY

One block group in the county has a density exceeding 2,000 people per square mile, which represents the typical minimal level of population density that will support fixed-route public transit service. Population densities are notably lower for all other block groups within the county. These densities are appropriate for demand response, or origin-to destination transit

service. Demand response is likely to be more cost-efficient than traditional fixed-route service in areas in which population density is low. A deviated fixed-route model is an appropriate accommodation for areas with moderate density. The most densely populated areas are represented in dark brown, symbolizing at least 1,218 people per square mile. This area is located in northern West Helena. Areas of medium density are located in southwest and central West Helena as well as downtown Helena. The population density for Phillips County is depicted in Figure 2.3.

Figure 2.3 | Population Density



Source: U.S Census Bureau

OLDER ADULT POPULATION

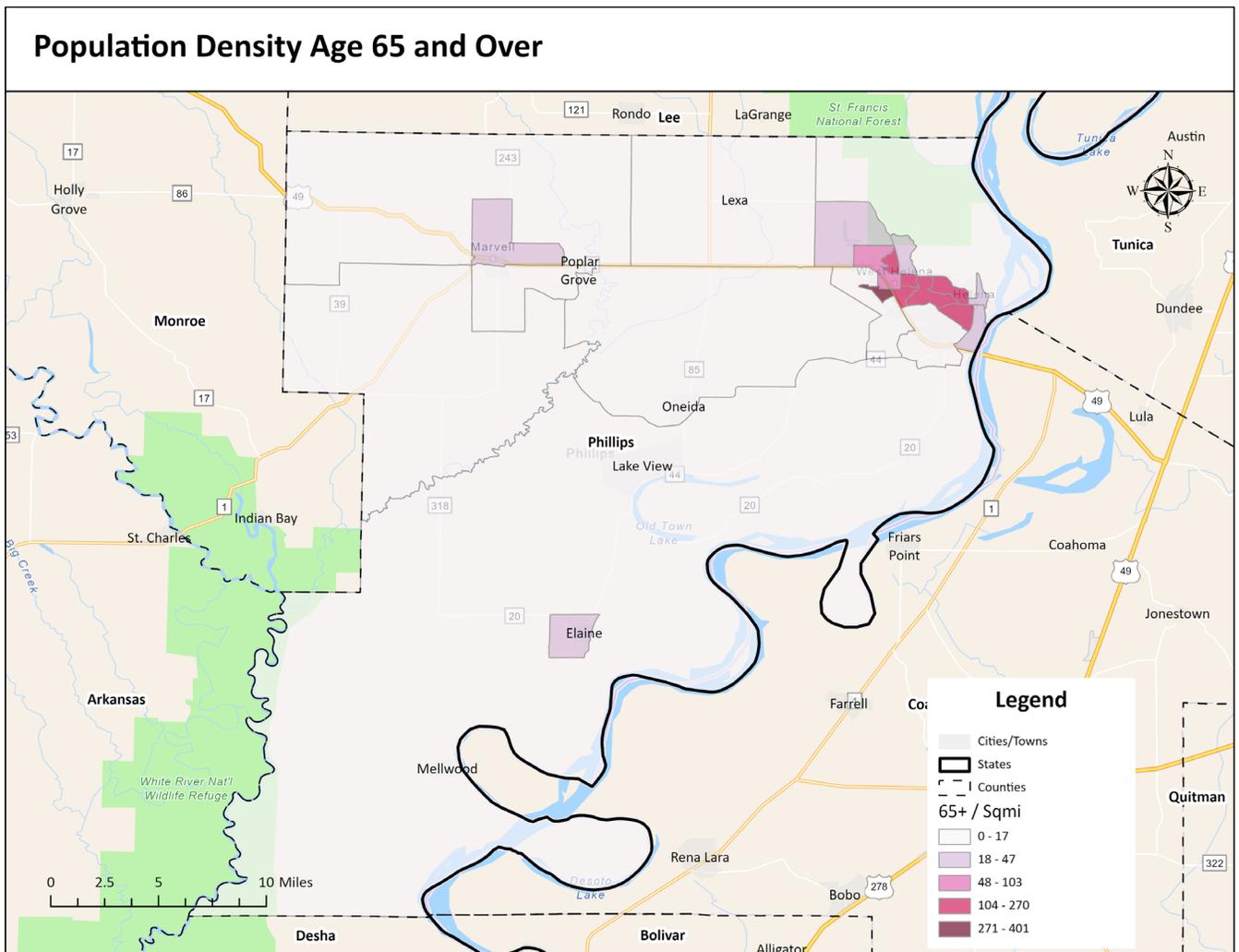
Older adults are most likely to use transportation services when they are no longer able or choose not to drive. Elders are more likely to be on a fixed and limited income, thus making public transportation a more economical option to vehicle ownership. For these reasons, the

population of older adults is an indicator of potential transit demand and participants of the Delta Rides Program.

Figure 2.4 illustrates the density per square mile of the population aged 65 years and older by block group. The block groups with the largest densities of older adults are located in the southern portion of West Helena. Other areas with a larger density of older adults include northern and eastern West Helena and western Helena.

Identifying and understanding the location of population groups most vulnerable to food insecurities provides insight on access to health and wellness opportunities including, healthcare, nutritional foods, and food services.

Figure 2.4 | Population Density for Older Adults

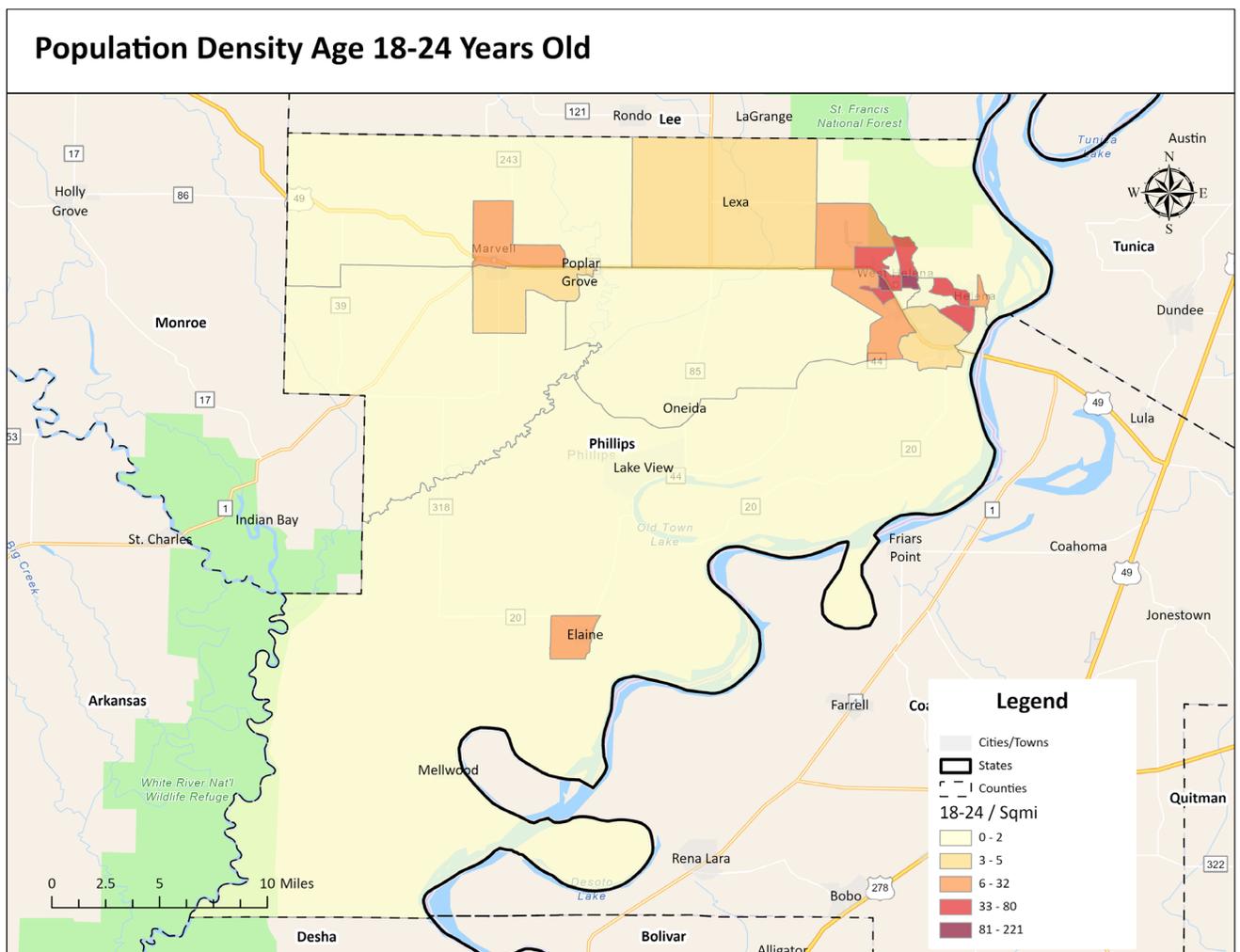


Source: U.S Census Bureau

YOUNG ADULT POPULATION

According to 2021 Census Bureau data, young adults age 18 to 24 represent 1,468 or 8.7 percent of the County's total population. The youth represent a community group with the greatest propensity for becoming transportation users as vehicle ownership can be cost prohibitive (unobtainable) for those entering the workforce and young professionals. The population density for the referenced demographic group is depicted in Figure 2.5. Young adult populations are represented directly south and southeast of West Helena. Pockets of medium density are youth population are represented in western and southern Helena.

Figure 2.5 | Young Adult Population

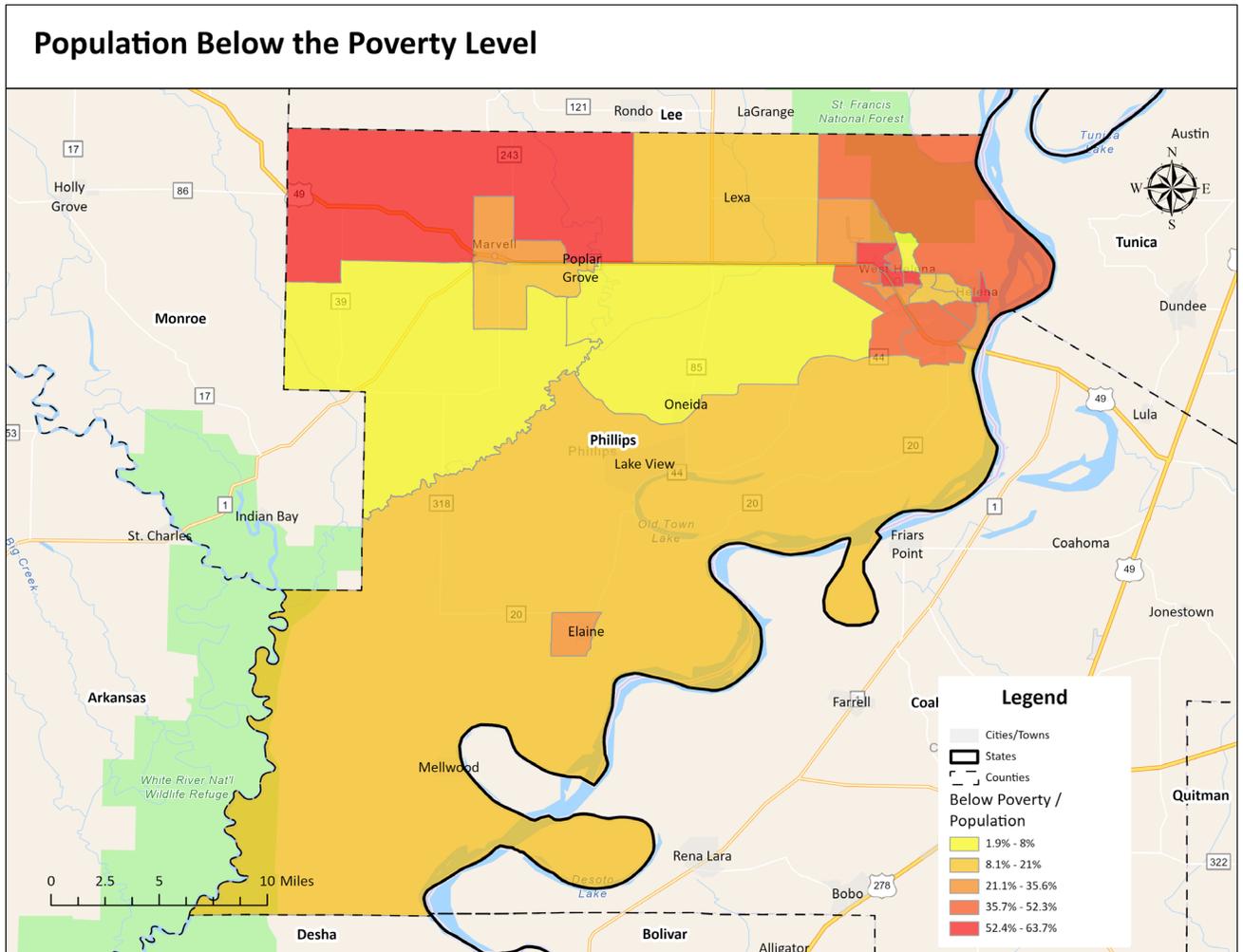


Source: U.S Census Bureau

HOUSEHOLD INCOME AND POVERTY

The Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. If a family's total income is less than the family's threshold then that family and every individual in it is considered to be living in poverty. Figure 2.6 depicts the distribution of households in poverty throughout the County. The block groups that have the highest percent of households in poverty are concentrated in and around Helena-West Helena and outside of Marvell.

Figure 2.6 | Population Below Poverty Level



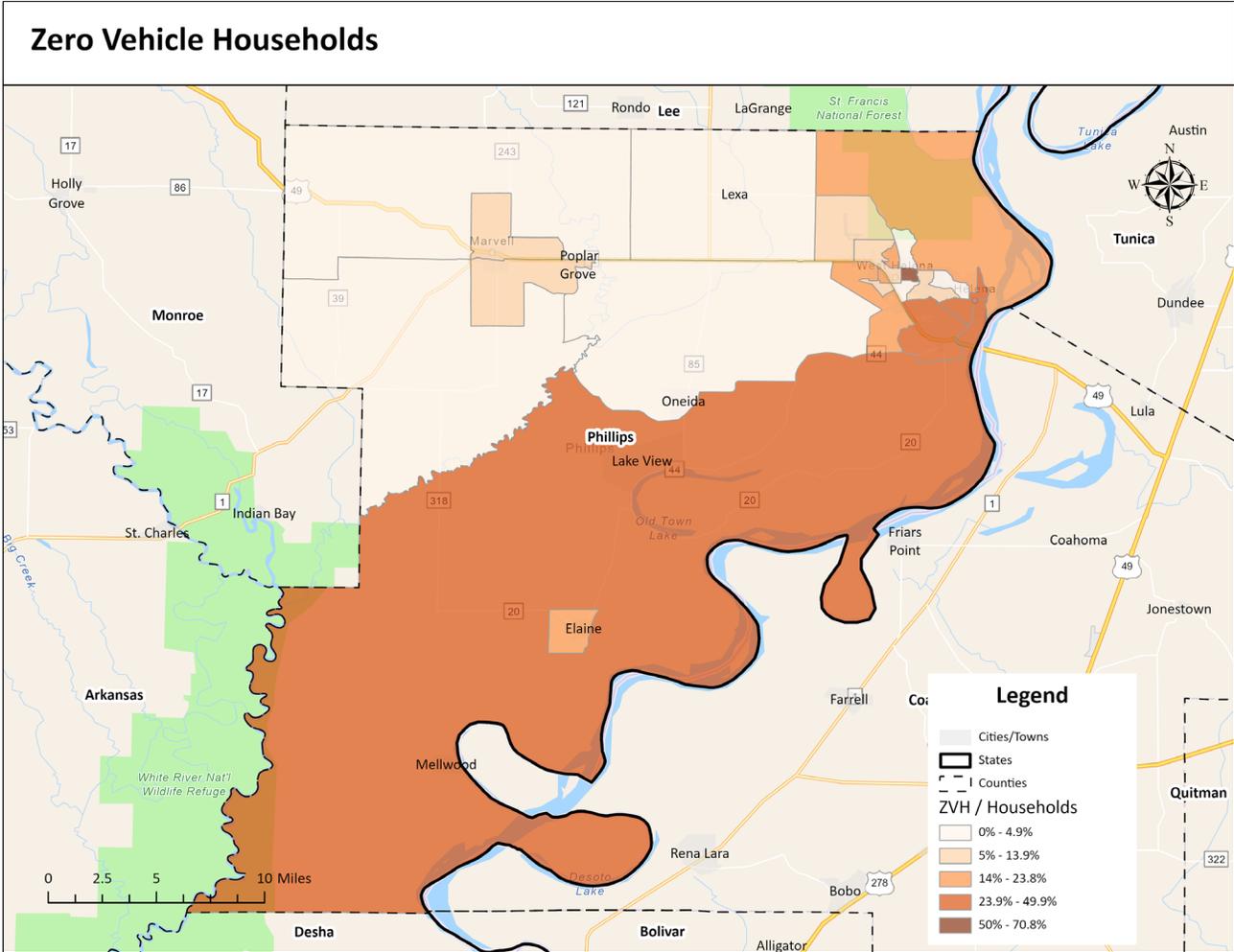
Source: U.S Census Bureau

ZERO VEHICLE HOUSEHOLDS

Transportation is traditionally a household's second-largest expense next to housing. The characteristics of the household's neighborhood or community will impact the costs of transportation. Locations that are close to services and employment will allow the household to spend less time, energy, and money on transportation, while locations with greater sprawl may involve higher costs and more time for transportation. The Center for Neighborhood Technology's Housing and Transportation (H+T) Index calculation for Phillips County is \$12,194 for the typical household's annual transportation spending, an average of 42 percent of household income. Combining this with the average housing expenses in the County, at 26 percent of average household income, means that the typical household spends 68 percent of their annual income on *housing* and *transportation*. While housing alone is traditionally deemed affordable when consuming no more than 30 percent of income, the H+T Index incorporates transportation costs—usually a household's second-largest expense as referenced—to show that location-efficient places can be more livable and affordable. More information about the H+T Index can be found at: <https://htaindex.cnt.org/map/>.

The percentage of housing units that have no available vehicle, according to the 2021 ACS Five-Year Estimates, is illustrated by block group in Figure 2.7 on the following page. The block groups with the darkest shading have the highest percentage of housing units with no available vehicles. This block group is located in the eastern portion of West Helena. There are also block groups with the second highest levels of zero vehicle households located the eastern and southern portions of the county adjacent to the river. In the block groups with the highest densities of zero vehicle households, between 50 and 70.8 percent of households have no access to a vehicle.

Figure 2.7 | Zero Vehicle Households



Source: U.S Census Bureau

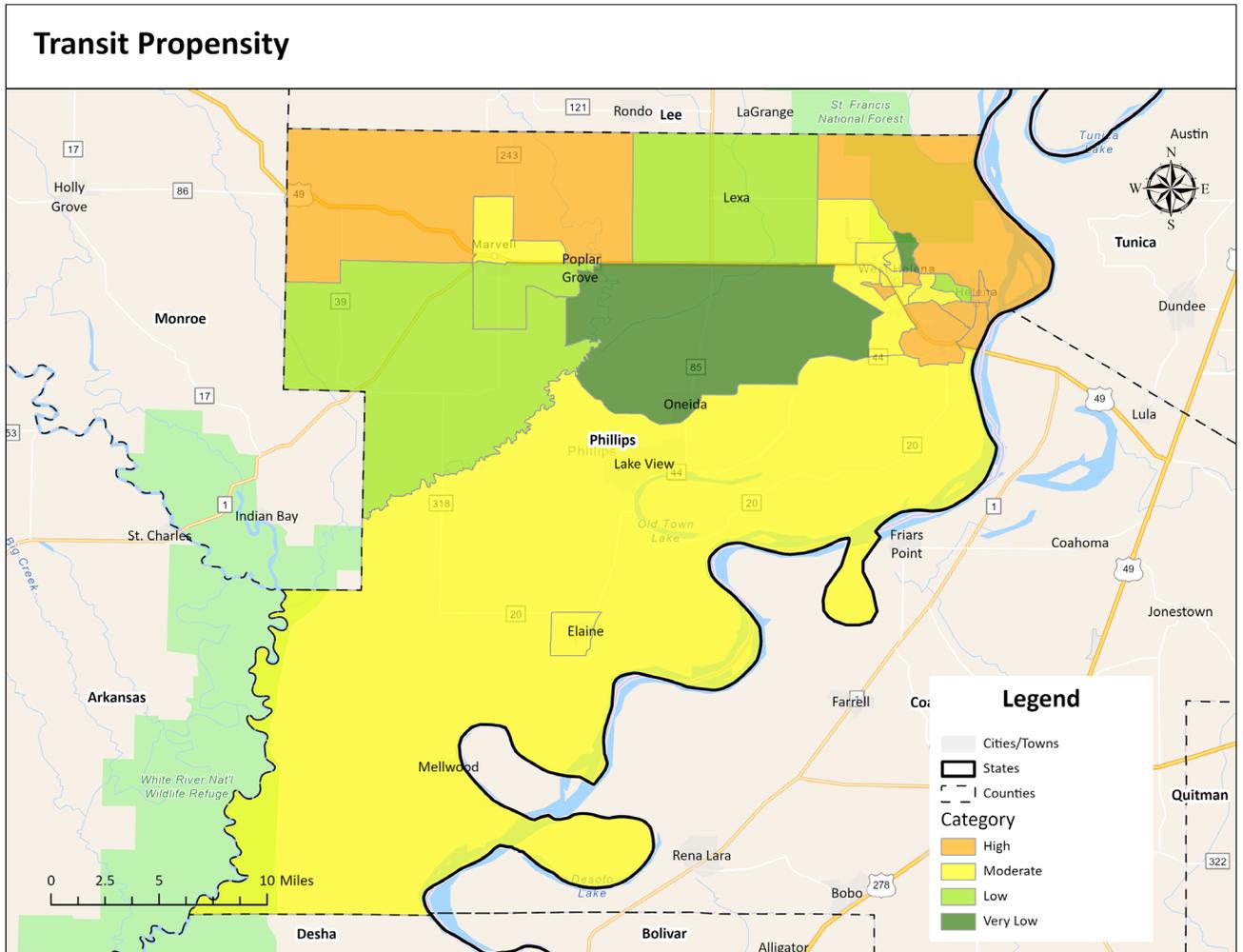
TRANSIT PROPENSITY ANALYSIS

One method of projecting which locations contain residents with the greatest likelihood to use public transit is to calculate transit propensity. Transit propensity considers demographic characteristics to measure the likelihood that a local population will use transit service. The model was derived through research completed on transit trip generation. The result is an estimate of the relative propensity for transit demand per Census block group. To calculate transit propensity, American Community Survey 5-Year Estimates were gathered at the block group level for Phillips County. The data included total population, total households, population below poverty level, number of persons age 65 and older, and the number of households with zero vehicles available.

The map illustrates a comparative analysis of high, moderate, and low propensity. It must be noted that “Very low” and “Low” values do not indicate a lack of need, but a level of demand generated from those areas is less than the mean (average) value for the study area. The

analysis results indicate that need is spread throughout the county, with a pocket of the highest level of need in and around Helena-West Helena and outside of Marvell.

Figure 2.8 | Transit Propensity



Source: U.S. Census Bureau American Community Survey, 2021

CHAPTER 3. COMMUNITY NEEDS ASSESSMENT

Local meetings were held with project partners August 1st through 3rd, 2023, including representatives from the University of Arkansas Cooperative Extension and Community Transportation Association of America (CTAA). Tours of each jurisdiction and high priority travel destinations such as, the Food Bank of Arkansas -Michelle D. Hunter Pantry and the UMAS Health - Family Medical Center. One-on-one interviews were also conducted with key stakeholders and local elected officials including,

- ◆ Phillips County Judge, Clark Hall
- ◆ Phillips County Deputy Prosecuting Attorney, Amy Green
- ◆ Mayor of Elaine, Lisa Gilbert
- ◆ Mayor of Marvell, Lee Guest
- ◆ Food Bank of Arkansas Delta Branch Director, Gracie Gonner
- ◆ Center Director, University of Arkansas Medical Services – East Regional Campus, Stephanie Loveless, and team member, Jordan Treat

Through in-person engagement with community leaders, the project team was able to provide education about the initiative underway and glean insight on resources and services available to the community. Community engagement activities resulted in a greater understanding of and appreciation for the needs of and demand for transportation services for Phillips County residents.

MAJOR TRIP GENERATORS

Tours conducted within each jurisdiction provided insight as to geographic locations for trip generators and high priority destinations for health and wellness activities and food distribution.

Major trip generators were documented by category and plotted on a map. This visual representation was instrumental in ensuring transportation services were appropriately aligned to high priority destinations. These locations are presented in Table 3.1 and depicted in Figures 3.1 and 3.2 as follows:

Table 3.1 | Major Trip Generators in Phillips County

Category	Name/Location	Jurisdiction
Food Pantries	Angles of Grace - The Family Center	Helena-West Helena
	Gods House A Safe Place to Come Home To Outreach	
	Grace Community Food Pantry	
	Greater First Baptist Outreach Ministry	
	Greater Powerhouse Church - Cogic	

Category	Name/Location	Jurisdiction
	Phillips County Mobile Food Pantry	
	Lake View Ladies Fire	Elaine
	Waves of Prayer	Elaine
	Arkansas Food Bank - Michelle D. Hunter Pantry	Marvell
	Open Door Food Pantry	
Grocery Stores	Hays Food Town	Helena-West Helena
	Walmart	
Dollar General Retail Stores	302 Main Street	Elaine
	373 US 49	Marvell
	205 Columbia	Helena
	212 Sebastian Street	West Helena
Residential Units	Christoper Homes of Helena	Helena-West Helena
Residential Units	West Helena Housing	Helena-West Helena
	Christopher Homes of Elaine	Elaine
	Senior Haven Apartments of Marvell	Marvell
Senior Centers	East Arkansas Area Agency on Aging Day Center	Helena-West Helena
	Mid-Delta Community Services	
Healthcare Facilities and Social Services	Arkansas Department of Human Services - Phillips County DHS Office	Helena-West Helena
	EAFHC Helena Family Medical Center	
	Helena Regional Medical Center	
	Phillips County Health Unit	
	Pillow Clinic	
	UAMS Family Medical Center	
	EAFHC Marvell Family Health Clinic	Marvell
Higher Education	Phillips County ACES Office	Helena
Employment	Helena Industries	Helena-West Helena
Parks and Recreational Centers	Freeman Playground	Helena-West Helena
	Lees Street Community Center	Elaine
	Turning Point Park	Elaine
Youth Programs	Boys, Girls, Adults, Community Development Center (BGACDC)	Marvell
	Phillips County Developmental Center - Early Childhood Care	West Helena
Public Transportation	Mid-Delta Transit	Helena-West Helena

Figure 3.1 | Major Trip Generators

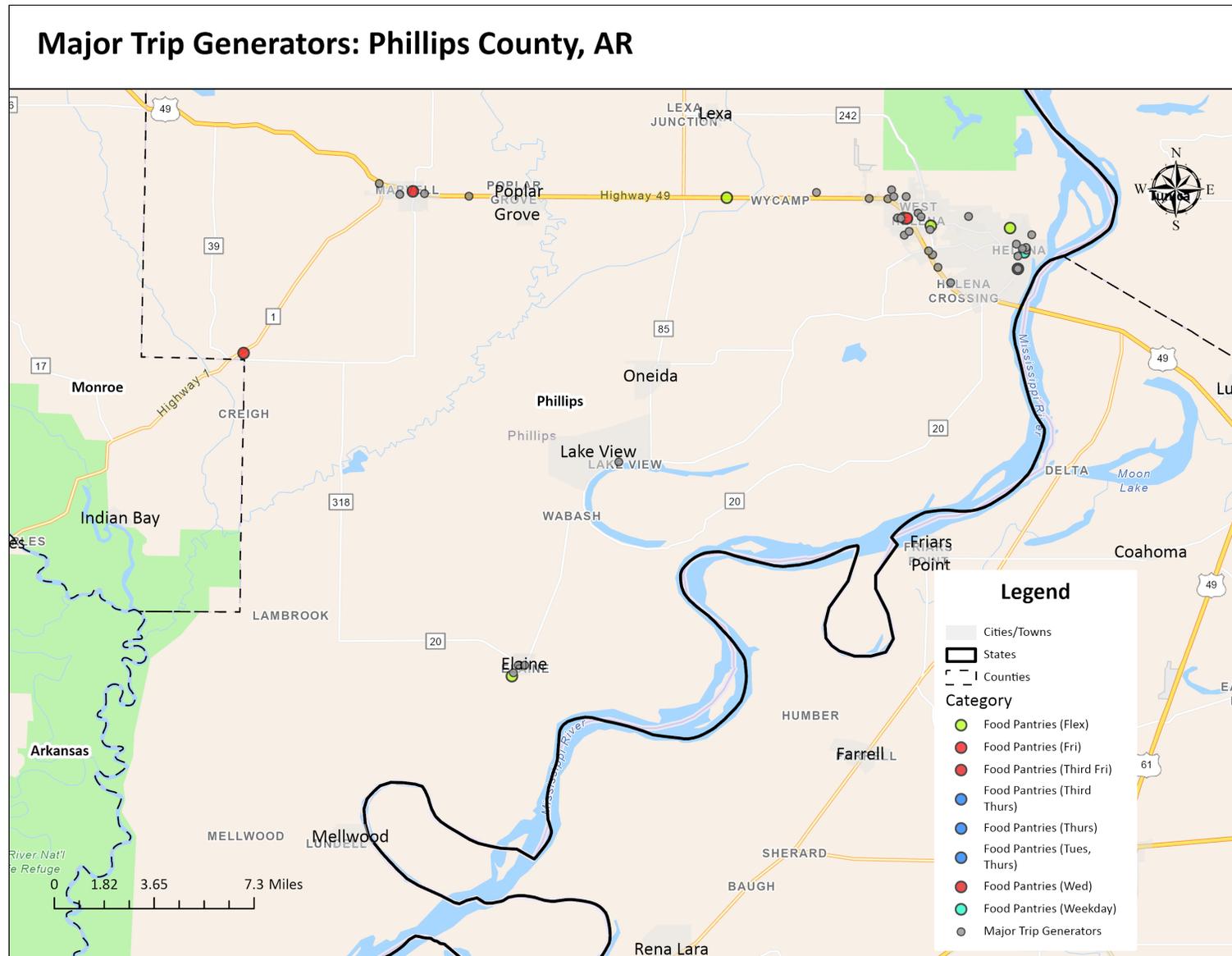
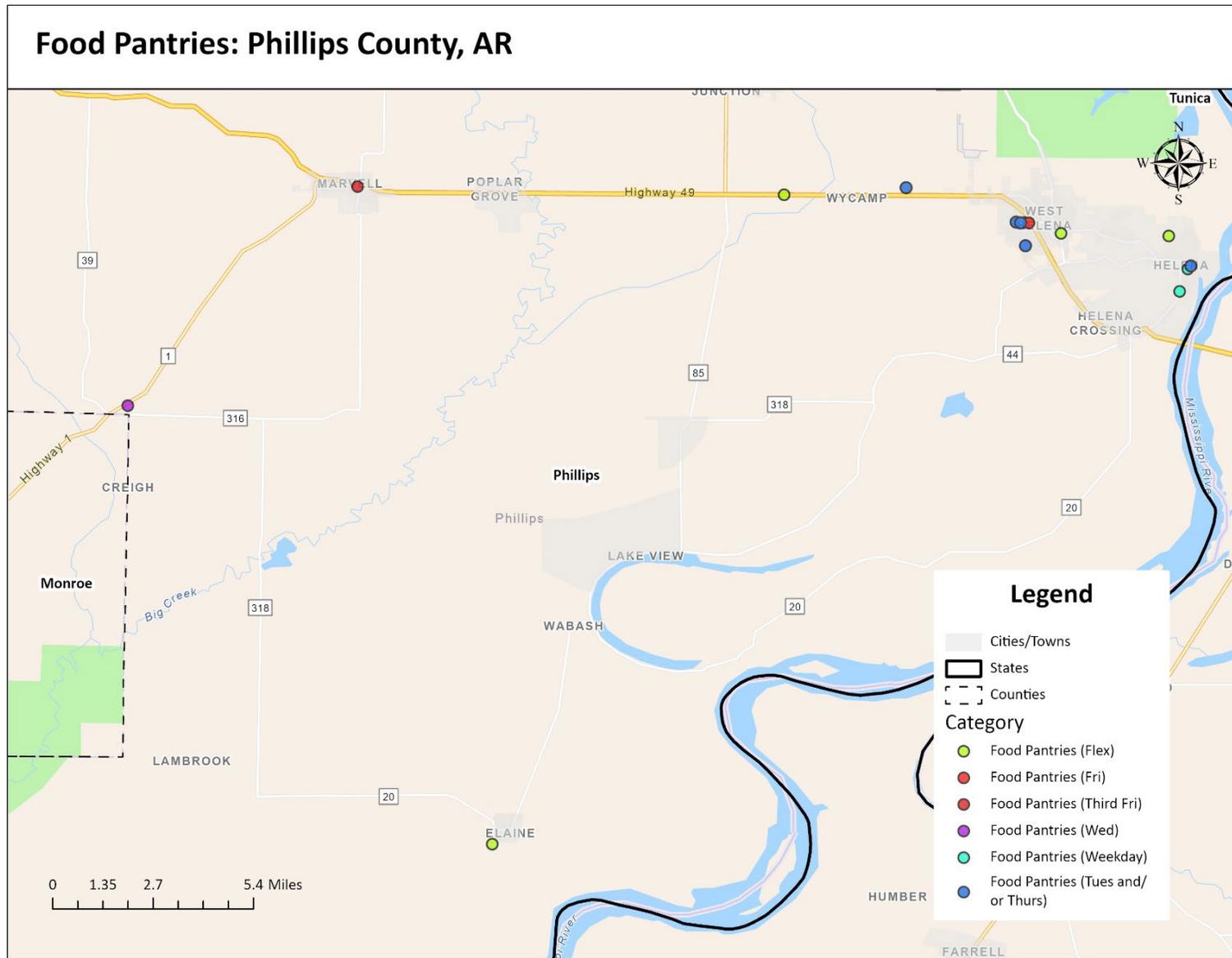


Figure 3.2 | Food Bank Locations



CHAPTER 4. SERVICE STRUCTURE ALTERNATIVES

The following service alternatives represent a broad range of feasible solutions in addressing the need and demand for public transit services. Any of the alternatives could be implemented as they are described or combined for the most effective method for delivering transportation service under the Delta Rides Pilot Program. Projected costs for each alternative are detailed in the three-year budget presented in Chapter 5 of the plan.

ALTERNATIVE 1: DEVIATED FIXED ROUTE SERVING MARVELL AND ELAINE ON ALTERNATE DAYS

A deviated fixed route offers a hybrid of fixed route and demand response modes of service and is sometimes a preferred alternative in rural communities. This service mode operates with scheduled timepoints and between timepoints, it will deviate upon request to pick up riders at their homes or other convenient and accessible locations.

Overview

This service alternative reflects one deviated fixed route operating on alternating days to provide weekday service between Helena-West Helena, Marvell and Elaine and service within Helena-West Helena. The routes were designed and service schedules established to align with community need, projected demand, and hours of operation for the major trip generators. Access to mobile food pantry sites, food bank distribution centers, grocery stores, medical facilities, and social services are afforded under each configuration.

Three options with varying service schedules under Service Alternative 1 are presented below. Each route would begin and end at the Walmart and service designated stops at prescribed timepoints.

Option 1.A: Service Three Days per Week

The deviated fixed route system would operate three days per week from 8:00 a.m. to 6:00 p.m. with the Marvell and Helena-West Helena Route and Elaine and Helena-West Helena Route operating on alternate or separate, but consecutive days of the week. The annual revenue service hours for this option totals 1,494.

Based on the results from the demographic analysis and projected demand, operation of the Marvell Route twice per week and the Elaine Route once per week, for a three-day operating schedule is recommended. Service within Helena-West Helena would be provided three days per week.

The summary service profile for each route is presented in Tables 4.1 and 4.2 respectively.

Table 4.1 | Service Profile for Marvell and Helena-West Helena Route

Operating Schedule: Two Days Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips to Marvell	Annual Ridership (4 riders/hour)
9:00 a.m. to 4:00 p.m.	10	1,020	4	4,080
Route begins 9:00 a.m. and concludes 4:30 p.m. at Walmart				

Table 4.2 | Service Profile for Elaine and Helena-West Helena Route

Operating Schedule: One Day Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips to Elaine	Annual Ridership (3 riders/hour)
9:00 a.m. to 4:00 p.m.	9.3	474	4	1,424
Route begins 9:00 a.m. and concludes 4:00 p.m. at Walmart				

The following paragraphs describe each route in detail.

Route Profile – Marvell and Helena-West Helena

Route connects Marvell residents to Helena-West Helena and primary destinations within each jurisdiction. The Food Bank locations along the Marvell Route operate Tuesdays, Thursdays, and Fridays. In an effort to maximize access to food pantry locations, transportation services for this route, the days of operation identified should align with the operating schedule for the above referenced.

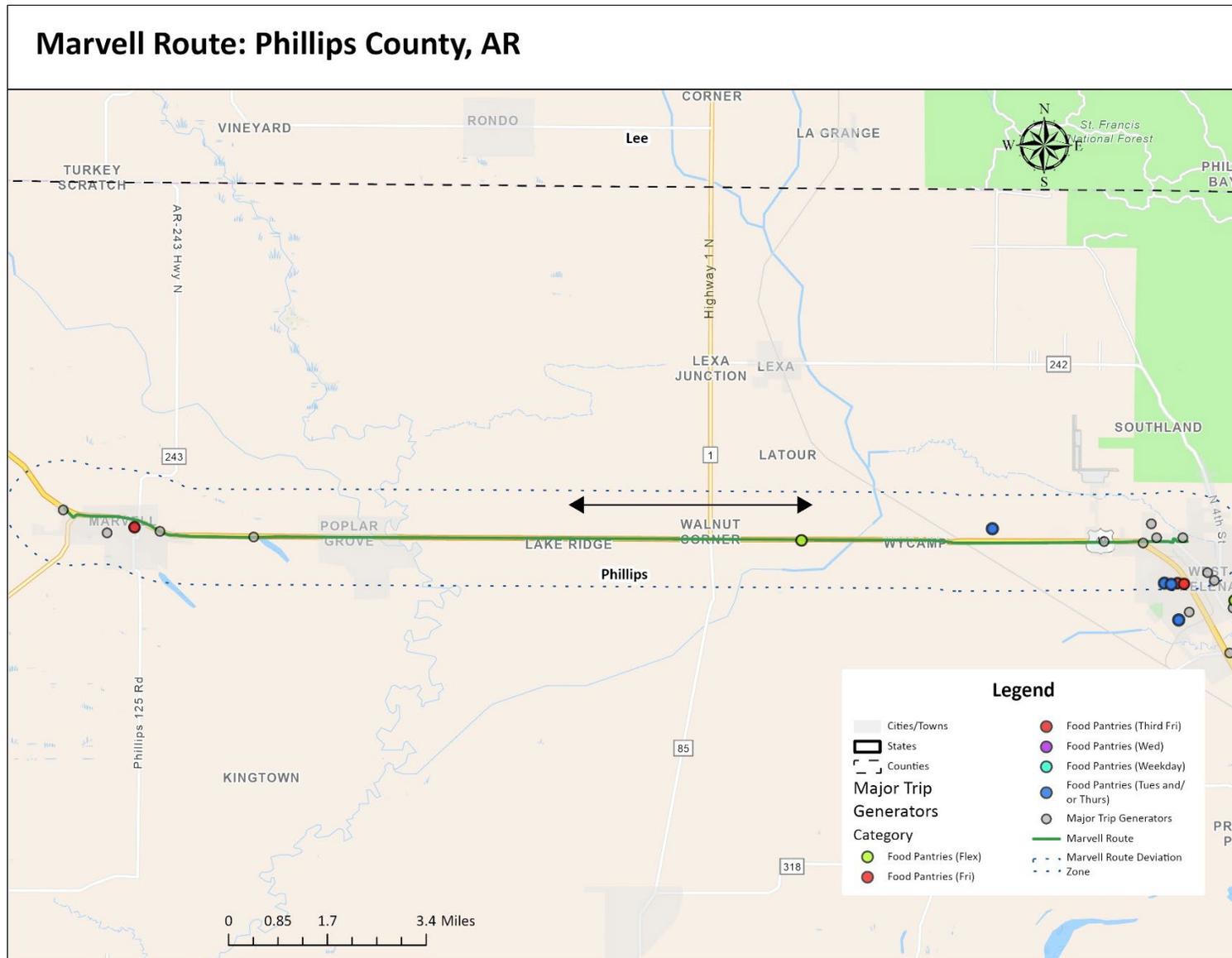
Service Schedule: Marvell and Helena-West Helena Route	
Operating Hours: 8:00 a.m. to 6:00 p.m.	
Frequency: Marvell portion - 60 minutes; Helena-West Helena segment - 60 minutes	
Location	Service Time
West Helena	8:00 a.m.
Marvell	8:30 a.m.
Helena-West Helena	9:00 a.m. 11:00 a.m.
Marvell	11:30 a.m.
Helena-West Helena	12:00 p.m. - 2:00 p.m.
Marvell	2:30 p.m.
Helena-West Helena	3:00 p.m. - 5:00 p.m.
Marvell	5:30 p.m.
West Helena	6:00 p.m.
Total Number of Round Trips to Marvell	
4	
Average Wait Time for Trip to Marvell	
2 hours	
Total Route Length Round Trip - Marvell Portion	
32.4	

Stops and Timepoints							
	Walmart	Arkansas Food Bank - Michelle D. Hunter Pantry	BGACDC	Senior Haven Apartments	EAFHC Marvell Family Health Clinic	Dollar General	Arkansas Food Bank - Michelle D. Hunter Pantry
AM	8:00	-	8:20	8:25	8:30	8:40	8:50
	11:00	11:08	11:20	11:25	11:30	11:40	11:50
PM	2:00	-	2:20	2:25	2:30	2:40	-
	5:00	-	-	5:25	5:30	5:40	-
Route concludes 6:00 p.m. at Walmart							

Access to additional locations including mobile food pantries, food distribution centers, residential areas, and children’s learning centers within a one-mile radius along the established route would be available upon request.

A map of the Marvell route configuration inclusive of the one-mile deviation buffer is depicted in Figure 4.1 below.

Figure 4.1 | Marvell Route Configuration



Route Profile – Elaine and Helena-West Helena

Under Alternative 1.A, the Elaine and Helena-West Helena Route would operate one day per week. Deviations to Helena-West Helena would occur three times under this route configuration, affording access to destinations, services, and activities concentrated in Helena-West Helena.

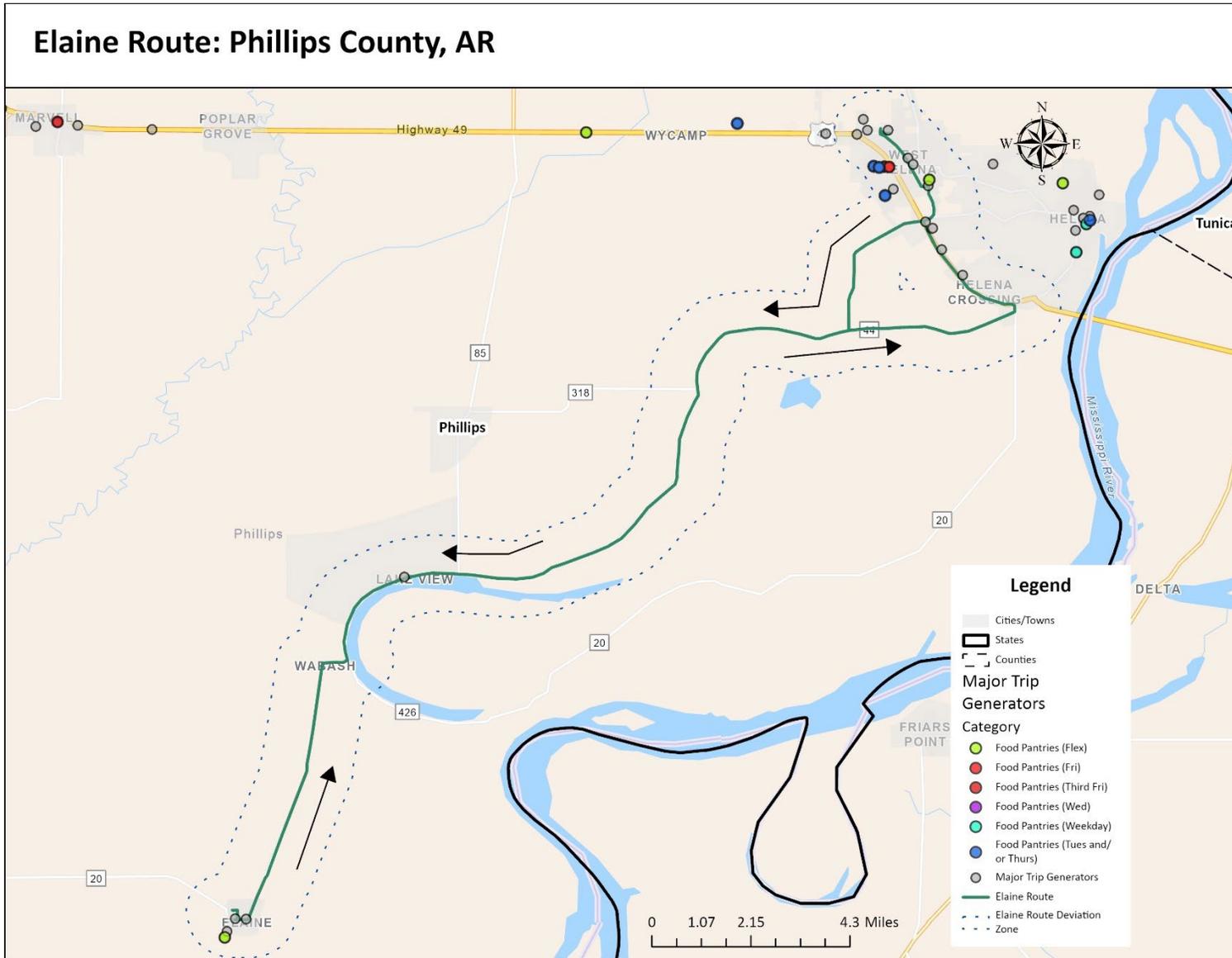
Service Schedule: Elaine and Helena-West Helena Route	
Operating Hours: 8:00 a.m. to 5:20 p.m.	
Frequency: Elaine portion - 80 minutes; Helena-West Helena portion - 60 minutes	
Location	Service Time
West Helena	8:00 a.m.
Elaine	8:40 a.m.
Helena-West Helena	9:20 a.m. - 11:20 a.m.
Elaine	12:00 p.m.
Helena-West Helena	12:40 p.m. - 1:40 p.m.
Elaine	2:20 p.m.
West Helena	3:00 p.m. - 4:00 p.m.
Elaine	4:40 p.m.
West Helena	5:20 p.m.
Total Number of Round Trips to Elaine	4
Average Wait Time for Trip to Elaine	1.3 hours
Total Length Round Trip - Elaine Portion	63.8

Stops and Timepoints						
	Walmart	Lakeview	Christopher Homes of Elaine	Dollar General	Lee Street Community Center and Turning Point Park	UAMS -Family Medical Center
AM	8:00	8:20	8:35	8:38	8:40	9:10
	11:20	11:40	11:55	11:58	12:00	12:30
PM	1:40	2:00	2:15	2:18	2:20	2:50
	4:00	4:20	4:35	4:38	4:40	5:10
Route concludes 5:20 p.m. at Walmart						

Service to primary destinations within a one-mile radius of this route including food pantry sites and Helena Industries provided through advance reservation.

The Elaine route map with the one-mile deviation buffer is illustrated in Figure 4.2 on the subsequent page.

Figure 4.2 | Elaine Route Configuration



Route Profile – Helena-West Helena

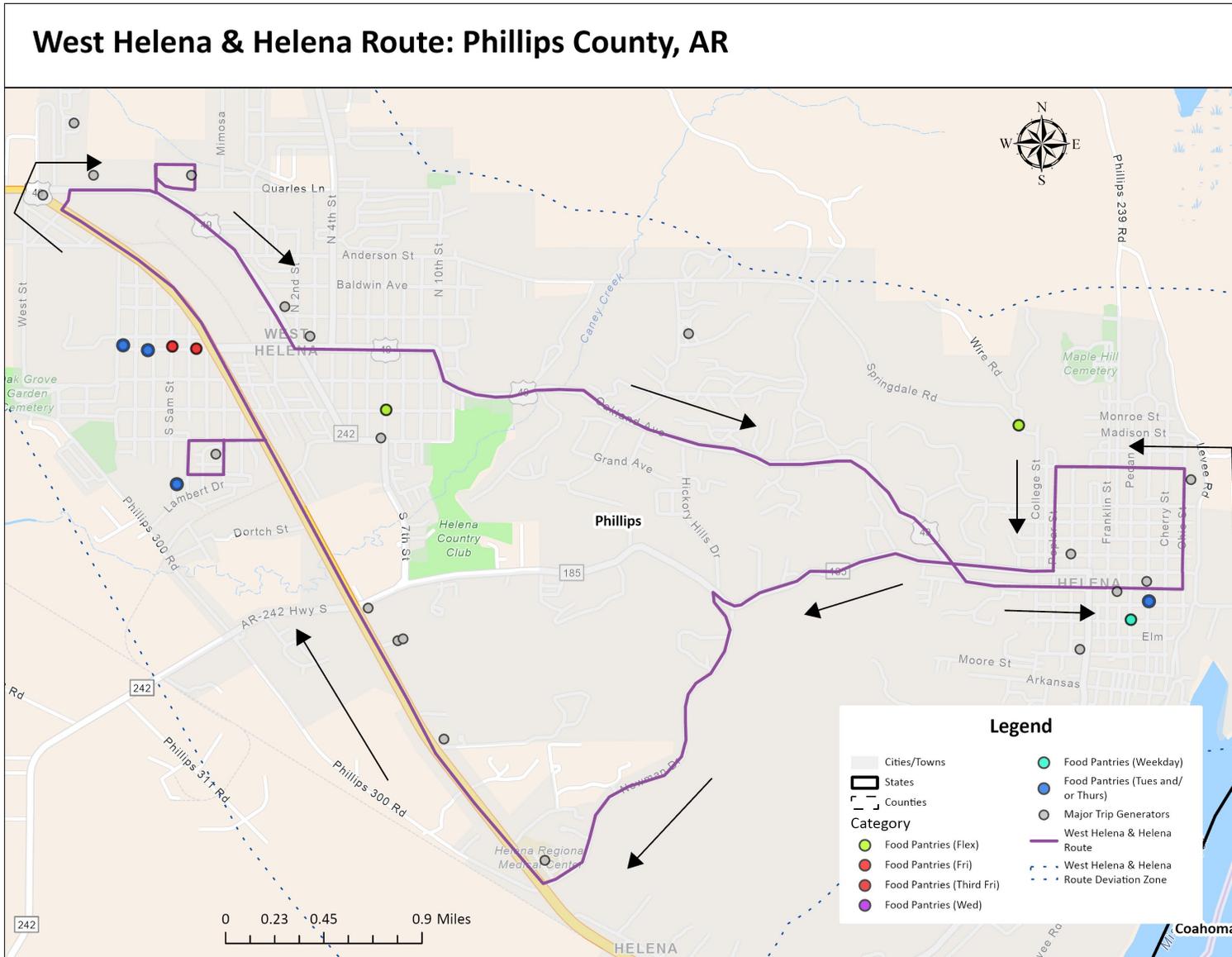
The Marvell and Elaine routes detailed under this alternative would service Helena-West Helena in accordance with the timetables presented above. Transportation services to this jurisdiction under Alternative 1.A would be delivered all three days. Route deviations to Helena-West Helena would provide access to healthcare and wellness opportunities and vital healthcare services not currently available in Marvell and/or Elaine.

Service Schedule: Helena-West Helena Route Profile	
Operating Hours: 8:00 a.m. to 6:00 p.m. for Marvell Route; 8:00 a.m. to 5:20 p.m. for Elaine Route	
Service Frequency: 60 minutes	
Stop List	
Location	Timepoint
Walmart	:00
Dollar General	:05
Court Square Park	:15
Phillips County Housing Authority	:18
Freeman Playground	:23
Helena Regional Medical Center	:33
Pillow Clinic & Phillips County Health Unit	:36
UAMS East Helena	:40
Mid-Delta Community Services – Helena	:45
Housing Authority	:47
Christopher Homes of Helena	:52
Route begins and concludes at Walmart	
Total Number of Round Trips to Helena-West Helena under Marvell Route	6
Total Number of Round Trips to Helena-West Helena under Elaine Route	5
Total Route Length	13.6

Consistent with service offerings along the Marvell and Elaine routes, deviations to primary destinations located within a one-mile radius of this route will be accommodated through advanced reservation through the central office.

The Elaine route map including the one-mile deviation buffer is illustrated in Figure 4.3 on the following page.

Figure 4.3 | Helena-West Helena Route Configuration



Option 1.B: Service Four Days per Week

Service Option 1.B reflects a four-day operating schedule. A reduction in the daily operating hours for both routes is required to accommodate an increase in the number of operating days per week. A reduction in daily operating hours from 10 to 7.5 for the Marvell and Helena-West Helena Route is realized under this option. The daily operating hours for Elaine and Helena-West Helena Route would decrease from 9.3 to seven under a four-day schedule. The annual revenue service hours for a four-day operation would total 1,479.

The service profile for each route is presented in Tables 4.3 and 4.4 respectively.

Table 4.3 | Service Profile for Marvell and Helena-West Helena Route

Operating Schedule: Two Days Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips to Marvell	Total Annual Ridership (4 pass/hr.)
9:00 a.m. to 4:00 p.m.	7.5	765	3	4,590
Route begins 9:00 a.m. and concludes 4:30 p.m. at Walmart				

Table 4.4 | Service Profile for Elaine and Helena-West Helena Route

Operating Schedule: Two Days Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips to Elaine	Total Annual Ridership (3 pass/hr.)
9:00 a.m. to 4:00 p.m.	7	714	3	2,142
Route begins 9:00 a.m. and concludes 4:00 p.m. at Walmart				

Option 1.C: Service Five Days per Week

Transportation services would be delivered five days per week under Option 1.C. A reduction in the daily operating hours for the Marvell and Helena-West Helena Route to 5 hours per day, three-days per week; 50 percent from Option 1.A. The daily operating hours for the Elaine and Helena-West Helena Route would total 4.6 hours per day, two-days per week. A total of 1,234 annual revenue service hours would be delivered under a five-day operation.

Tables 4.5 and 4.6 detail the service profiles for each route under Option 1.C.

Table 4.5 | Service Profile for Marvell and Helena-West Helena Route

Operating Schedule: Three Days Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips to Marvell	Total Annual Ridership (4 pass/hr.)
9:00 a.m. to 2:00 p.m.	5	765	2	3,060
Route begins 9:00 a.m. and concludes 2:00 p.m. at Walmart				

Table 4.6 | Service Profile for Elaine and Helena-West Helena Route

Operating Schedule: Two Days Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips to Elaine	Total Annual Ridership (4 pass/hr.)
9:00 a.m. to 1:40 p.m.	4.6	469	2	1,408
Route begins 9:00 a.m. and concludes 4:00 p.m. at Walmart				

Route Deviations

Deviations to primary destinations within a one-mile radius of the established route would be accommodated through advanced reservation via phone or e-mail to the central office. Requests must be submitted two hours before close of business the day prior to the trip and can be made up to one week in advance. There is an opportunity to accommodate same-day trip requests under program enhancements implemented in subsequent years.

Fare Structure

A nominal fare would be implemented under the Delta Rides Pilot Program.

A fare structure consistent with industry standards is recommended for the pilot program. Two options for consideration are presented below.

Option A: Location Based Structure

Location	One Way	Round Trip
Within Helena-West Helena	\$2.00	\$4.00
To/From Marvell	\$3.00	\$6.00
To/From Lakeview	\$3.00	\$6.00
To/From Elaine	\$4.00	\$8.00
Transfers	Free	

Option B: Mileage Based Structure

Mileage calculated by radius from pick-up location.

Mileage	One Way
Under 5	\$2.00
5-10	\$3.00
10-15	\$4.00
Over 15	\$5.00
Transfers	Free

Transfers to and from alternate routes are included at no cost in the above options. However, a fee can be applied to transfers. A recommended charge would be \$1.00 to \$2.00 for each transfer. As an example, customers transferring from Marvell or Elaine to Helena West-Helena would pay \$1.00 per transfer; total of \$2.00 for an initial transfer and a second for the return trip. The same would apply for requesting a transfer from Helena-West Helena to Marvell or Elaine.

Fare media could be introduced under program enhancements applied in Year 2 of the pilot, affording customers an opportunity to purchase a one-day; one-week; or 31-day pass. Examples presented below. Additional pass types can be considered based upon data collected in Year 1. Prices can be adjusted based upon feedback provided by program participants during the test pilot.

Example of Potential Fare Media Offerings

Location	Pass Type		
	One-day	Weekly	31-day
Helena-West Helena	\$5.00	\$10.00	\$30.00
Marvell	\$7.00	\$15.00	\$45.00
Lakeview	\$7.00	\$15.00	\$45.00
Elaine	\$9.00	\$20.00	\$60.00

Capital and Technology Needs

One vehicle, secured through a lease or rental agreement, is required to deliver services under the pilot program. Following a successful pilot, securement of a second vehicle is recommended. An additional unit will ensure continuity in services should the primary vehicle be removed from service for routine maintenance or unexpected repairs. An additional to the fleet will help to balance miles accumulated, mitigate wear and tear, and reduce maintenance expenses while extending the life of the primary vehicle.

The pilot program would operate under manual processes. Route deviations would be recorded and operator schedules and route manifests would be generated via computer through the central office. Pre- and post-trip vehicle inspections performed by operators will be conducted manually and recorded via computer by the central office. The central office will need a phone and designated telephone line as well as a computer and standard office and vehicle safety supplies.

Scheduling platforms, communications and fare collection technology, passenger facing information systems, and electronic systems will be considered in future years as revenue opportunities to support technology enhancements beyond the pilot are identified.

Organizational Structure and Staffing Needs

The formal pilot program would be administered by Phillips County. Services would operate and the central office would be housed at a County facility. Fuel would be provided by and personnel employed by Phillips County. Grant support, program marketing, and service planning would be provided by the University of Arkansas Cooperative Extension.

The level of personnel required to deliver services under Alternative 1 ranges from one to two part-time dispatchers to two to four part-time operators. The use of volunteer drivers, representatives from jurisdictions within the service area, on a part-time basis will help to engage community members, key stakeholders, and local elected officials and bring awareness to the program. Projected staffing requirements are listed as follows:

- ◆ One designated personnel member to manage the program including, personnel, capital equipment, maintenance activities. The program manager will oversee the management and securement of grants, marketing initiatives, and public engagement activities. The program

manager will also serve as a community liaison providing information and educating community stakeholders on demonstrated successes and recognized benefits of the program.

- ◆ Two part-time dispatchers to handle trip reservations, monitor operator schedules, and respond to customer inquiries and concerns. The central office should be staffed with a dispatcher thirty-minutes prior to the start and conclusion of service.
- ◆ Two to three part-time licensed and insurable drivers to operate the vehicle and ensure passenger safety.

Productivity Measures

The Marvell and Helena-West Helena Route is projected to carry four passengers per hour. Annual passenger trips for this route are projected to total 6,120. The Elaine and Helena-West Helena route is anticipated to carry three passengers per hour with a total annual ridership of 2,846.

Benefits and Challenges

Advantages of this service alternative are detailed below:

- ◆ This alternative reflects the preferred service mode of Phillips County residents who participated in the survey effort administered by the local team in relation to the Delta Rides Program.
- ◆ Services are concentrated in areas where population and trip generator densities are the greatest and transit propensity among the highest.
- ◆ Passengers have the option to request a pick-up closer to their point of origin or a drop-off closer to their destination, or they can walk to the nearest timepoint and board when the vehicle arrives on the fixed schedule. Maximum flexibility for the passengers traveling within the service area.
- ◆ The dispatcher can group trips around specific times when the vehicle will be in each jurisdiction which is more efficient than demand response service which is scheduled based on the customer's request.

Disadvantages referenced as follows:

- ◆ The route will be limited in the number of deviations it can make between each timepoint without compromising the schedule adherence of the route.
- ◆ The service area is limited to a one-mile buffer around the deviated fixed route limiting access to those who reside or need to travel outside of the service area.
- ◆ Customers may have a greater challenging accessing a deviated fixed route as opposed to a more personalized, curb-to-curb or demand response service.

ALTERNATIVE 2: DEVIATED FIXED ROUTE WITH SERVICE TO MARVELL AND ELAINE

Overview

This service alternative reflects one deviated fixed route providing service to Marvell, Elanie and Helena-West Helena each day of operation. This alternative will provide access to the major trip generators within each jurisdiction including, mobile food pantry sites, food bank distribution

centers, grocery stores, medical facilities, and social services each day in which service is in operation.

Due to the geographic coverage area, the minimum operating hours for same-day service required for effective service under this alternative is 10. Daily operating hours less than 10 would not accommodate service to all three locations. Furthermore, the timing required to serve only two locations would afford the hours required to increase the days per week in which the route is operational. The feasible alternative for same day service within available revenues is presented below.

Service Three Days per Week

The deviated fixed route system would operate from 8:00 a.m. to 6:00 p.m. three days per week. The service days selected should align with the operating schedules for primary destinations located along each route. The annual revenue service hours for this option totals 1,530.

Tables 4.5 and 4.6 detail the service profiles for each route under Alternative 2.

Table 4.5 | Service Profile for One Route Three Days per Week

Operating Schedule: Three Days Per Week				
Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Total Number of Round Trips	Total Annual Ridership (4 pass/hr.)
9:00 a.m. to 2:00 p.m.	5	1,530	3 to Elaine and 2 to Marvell	6,120
Route begins 9:00 a.m. and concludes 2:00 p.m. at Walmart				

Route Profile – Marvell, Elaine, and Helena-West Helena

Route connects Marvell and Elaine residents to Helena-West Helena and primary destinations within each jurisdiction three days per week in accordance with the service schedule and timepoints presented on the following page.

Service Schedule: Marvell, Helena-West Helena, and Elaine Route	
Operating Hours: 8:00 a.m. to 6:00 p.m.	
Frequency: Marvell portion - 60 minutes; Helena-West Helena segment - 60 minutes; and Elaine portion - 80 minutes	
Location	Service Time
West Helena	8:00 a.m.
Marvell	8:30 a.m.

Helena-West Helena	9:00 a.m. - 10:00 a.m.
Marvell	10:30 a.m.
Helena-West Helena	11:00 p.m. - 12:00 p.m.
Elaine	12:40 p.m.
Helena-West Helena	1:20 p.m. - 2:20 p.m.
Elaine	3:00 p.m.
Helena-West Helena	3:40 p.m. - 4:40 p.m.
Elaine	5:20 p.m.
West Helena	6:00 p.m.
Each route begins and concludes at Walmart	
Total Number of Round Trips to Marvell	2
Total Number of Round Trips to Helena-West Helena	4
Total Number of Round Trips to Elaine	3

Marvell Stop List and Service Times		
Location	Service Times	
Walmart	8:00	10:00
Arkansas Food Bank - Michelle D. Hunter Pantry	-	10:08
BGACDC	8:20	10:20
Senior Haven Apartments	8:25	10:25
EAFHC Marvell Family Health Clinic	8:30	10:30
Dollar General	8:40	10:40
Arkansas Food Bank - Michelle D. Hunter Pantry	8:50	10:50

Helena-West Helena Stop List and Service Times				
Location	Service Times			
Walmart	9:00	11:00	1:20	3:40
Dollar General	9:05	11:05	1:25	3:45
Court Square Park	9:15	11:15	1:35	3:55
Phillips County Housing Authority	9:18	11:18	1:38	3:58
Freeman Playground	9:23	11:23	1:43	4:03
Helena Regional Medical Center	9:33	11:33	1:53	4:13
Pillow Clinic & Phillips County Health Unit	9:36	11:36	1:56	4:16
UAMS East Helena	9:40	11:40	2:00	4:20
Mid-Delta Community Services – Helena	9:45	11:45	2:05	4:25

Elaine Stop List and Service Times			
Location	Service Times		
Walmart	12:00	2:20	4:40
Lakeview	12:20	2:40	5:00
Christopher Homes of Elaine	12:35	2:55	5:15
Dollar General	12:38	2:58	5:18
Lee Street Community Center and Turning Point	12:40	3:00	5:20
UAMS East Helena	1:10	3:30	5:50

Productivity Measures

The Marvell, Helena-West Helena, and Elaine Route is projected to carry four passengers per hour. Annual passenger trips for this route are projected to total 6,120.

Benefits and Challenges

The staffing needs as well as benefits and challenges are congruent with Alternative 1. However, a reduction in service levels, or the number of trips, to both Marvell and Elaine is realized under this alternative as compared to Service Alternative 1.B can be regarded as a disadvantage. Additionally, service hours are limited to either morning or afternoon for either Marvell or Elaine and passengers will have limited time to travel to/from Helena-West Helena. This alternative is beholden to three days per week, preventing access to primary destinations that may operate outside of the service hours under this structure.

ALTERNATIVE 3: COUNTY-WIDE DEMAND RESPONSE SERVICE

A demand response service mode operates in response to requests to the transit operator from passengers. Rides are shared, when possible, and the transit operator dispatches a vehicle to provide the rides at a time agreed upon by the rider and the operator. Demand response vehicles do not operate over a fixed route or on a fixed schedule. This system is well suited for serving low-density areas such as Phillips County.

Although appropriate for rural communities, this is not the preferred service mode as expressed by project partners and respondents from the survey effort administered by the University of Arkansas Cooperative Extension. A brief overview of operating characteristics as well as advantages and disadvantages are presented as an alternative should there be interest in revisiting at an alternate date.

Options for a demand response system for Phillips County include the following:

- ◆ Countywide service
- ◆ Service limited to up to three zones to include, Helena-West Helena, Marvell, and Elaine

In an effort to manage demand and costs, a zone-based demand response model is recommended. The demand response system would operate on a similar schedule presented under Alternative 1.

Trips would be secured through advanced reservation. Passengers would be required to schedule their trip through the central office at least two hours before close of business on the day prior to the scheduled trip. Passengers could submit trip requests up to two-weeks in advance.

Benefits and Challenges

Advantages of this service alternative are detailed below:

- ◆ A curb-to-curb service provides a high degree of flexibility for the customer who can reserve a ride at a time that is convenient to them rather than riding a scheduled route.
- ◆ Resources are allocated as demand warrants, contributing to the efficiency of this service design.
- ◆ Demand response service is often provided with a smaller vehicle that is sometimes more comfortable and easier to enter and exit for passengers with mobility limitations.

- ◆ Demand response service is more cost effective for areas with lower population density because they only travel to areas where a trip is requested in advance.
- ◆ Demand response service could cover a larger geographic area than other service modes that operate on a fixed route and schedule.

Disadvantages referenced as follows:

- ◆ Countywide demand response services typically carry an average of two to three passengers per hour because of the longer distances between origin and destination compared to a service that is limited to a smaller geographic area (i.e., within Helena-West Helena). For this reason, the service may be less productive in terms of the number of trips provided per hour or mile of operation.
- ◆ Demand response service requires a reservation and may not be available exactly when the passenger wants the ride. Passengers must allow for some flexibility (such as a 20-minute pick-up window before and after the scheduled pick-up time).
- ◆ Scheduling software might be required to respond to trip requests in the most efficient manner and manage rider profiles and trip reservations.
- ◆ Requires a scheduler to remain on-duty during all hours when trip requests can be made and when vehicles are in operation.
- ◆ Passenger fares are sometimes higher than other service delivery modes. However, discounted fares are typically offered for eligible riders such as individuals age 65 or older, youth, or individuals with disabilities.

Although this is the not the preferred alternative, information about an alternance mode of service often implemented in rural communities similar to Phillips County may prove useful for following assessments conducted following the test pilot and/or the established pilot. Consideration of a revised, demand response service alternative is recommended if productivity measures for services under the test or established pilot are recorded at two or less passengers per hour. Productivity measures of two and a half passenger per mile or greater support a deviated fixed route service model. Demand response service under a defined zone approach could be an appropriate alternative for a weekend, or Saturday service offering.

PROGRAM MARKETING AND ADVERTISING

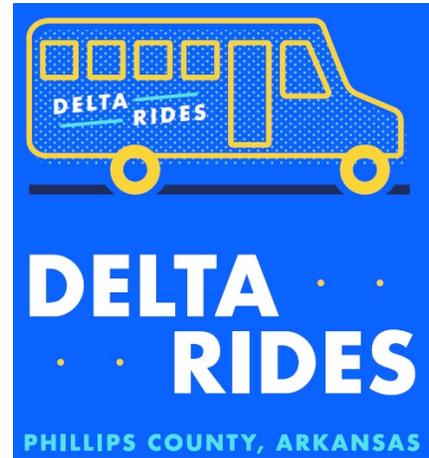
Marketing techniques should be employed to provide information about the Delta Rides Pilot Program, educate the community on how to access and navigate services offered, and garner support by conveying the importance and value of transportation to key stakeholder groups and local elected officials. Fiscal constraints will impact the type of marketing program that can be developed and implemented under the pilot. However, there are creative and low-cost strategies that can be implemented as part of a “Marketing Toolkit.” The marketing strategies listed below are effective strategies that program administrators can include as part of the toolkit.

- ◆ Reinforcement of program logo and branding on information guides and marketing materials

- ◆ Creation of a webpage and social media account (e.g. Facebook)
- ◆ Promotion of industry-adopted and community-celebrated events
- ◆ Development of informational campaigns spotlighting the service and associated benefits
- ◆ Implementation of a “Get to Know Us” campaign introducing program staff
- ◆ Participation in community outreach and public engagement events
- ◆ Creation of educational campaigns conveying the purpose and benefit of the program
- ◆ Printed content including service schedules, route maps, and rider guides
- ◆ Establishment of a travel training program which includes classroom and field training

Brand recognition is essential for marketing transportation services administered under the Delta Rides Pilot Program. Program branding was created previously, under the program design phase of this project. The program brand should be reinforced through electronic and printed materials as brand recognition is essential for marketing the program and transportation services provided as part. Effective branding supports the engagement required to strengthen existing relationships and cultivate new partnerships with stakeholders and community groups.

RLS will create promotional materials and media content for the local project team to advance accordingly. Additionally, RLS is available to help facilitate and coordinate engagement opportunities with community organizations in advance of the implementation of the pilot program.



SUMMARY OF SERVICE ALTERNATIVES

The following matrix provides a summary of service offerings and projected cost associated with each. Operational parameters, productivity measures, and staffing needs for each alternatives are included in the following table.

Matrix of Service Alternatives

Service Solution	Weekly Service Levels	Service Area	Operating Hours	Total Revenue Service Hours per Day	Annual Revenue Service Hours	Passenger Trips per Revenue Hour	Annual Passenger Trips	Projected Operating Cost
Alternative 1: Service to Marvell and Elaine Alternate Days	Option 1.A Three Days per Week	Marvell and Helena-West Helena	8:00 a.m. - 6:00 p.m.	10	1,020	4	4,080	\$53,362
		Elaine and Helena-West Helena	8:00 a.m. - 5:20 p.m.	9.3	474	3	1,432	\$30,502
	Total				1,494			
	Option 1.B Four Days per Week	Marvell and Helena-West Helena	9:00 a.m. - 4:30 p.m.	7.5	765	4	3,060	\$37,209
		Elaine and Helena-West Helena	9:00 a.m. - 4:00 p.m.	7	714	3	2,142	\$38,479
	Total				1,508			
	Option 1.C Five Days per Week	Marvell and Helena-West Helena	9:00 a.m. - 2:00 p.m.	5	765	4	3,060	\$38,926
		Elaine and Helena-West Helena	9:00 a.m. - 1:40 p.m.	4.6	469	3	1,408	\$28,140
	Total				1,258.4			
Alternative 2: Same Day Service to Marvell and Elaine	Three Days per Week	Marvell, Elaine, and Helena-West Helena	8:00 a.m. - 6:00 p.m.	10	1,530	4	6,120	\$84,859
Alternative 3: Demand Response Service	Three Days per Week	Marvell, Elaine, and Helena-West Helena	8:00 a.m. - 6:00 p.m.	10	1,530	3	4,680	\$84,000

CHAPTER 5: COST PROJECTIONS AND IMPLEMENTATION PLAN

ANTICIPATED EXPENSES FOR SERVICE ALTERNATIVES

Industry standards indicate that operating costs will increase by approximately 3 percent each year if services remain the same.

Expenses closely align with approximate available revenues. In-kind contributions or modest additional grant funds may be necessary to achieve full implementation of some alternatives. Program enhancements are recommended in subsequent years as additional revenues are identified. Cost estimates include labor and benefits for the driver and scheduler, fuel, insurance, maintenance, and marketing and advertising. The budget does not include the estimated shared cost of utilities. Capital costs for replacement vehicles are not included in the operating costs but would need to be considered beyond the pilot program if the program intends to purchase a vehicle.

Budget projections for each service alternative are presented in the table below.

Expense Object Class	Service Alternative 1						Service Alternative 2
	Option 1.A Marvel Route	Option 1.A Elaine Route	Option 1.B Marvel Route	Option 1.B Elaine Route	Option 1.C Marvel Route	Option 1.C Elaine Route	Same Day Service
Labor							
Operators' Salaries and Wages	\$ 13,954	\$ 6,488	\$ 10,465	\$ 9,768	\$ 10,465	\$ 6,419	\$ 20,930
Other Salaries and Wages	\$ 16,279	\$ 7,570	\$ 12,209	\$ 11,395	\$ 12,209	\$ 7,488	\$ 24,419
Subtotal: Labor	\$ 30,233	\$ 14,058	\$ 22,675	\$ 21,163	\$ 22,675	\$ 13,907	\$ 45,349
Employer Taxes, Medical & Workmen Comp Insurance							
Worker Compensation Insurance	\$ 5,442	\$ 2,530	\$ 4,081	\$ 3,809	\$ 4,081	\$ 2,503	\$ 8,163
Employer Payroll Taxes (8%) & Insurance (30%)	\$ 11,488	\$ 5,342	\$ 8,616	\$ 8,042	\$ 8,616	\$ 5,285	\$ 17,233
Services							
Advertising Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional and Technical Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services (DOT Drug Testing)	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Subtotal: Services	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Materials and Supplies Consumed							
Fuels and Lubricants	\$ 7,768	\$ 7,311	\$ 2,913	\$ 5,484	\$ 4,370	\$ 5,484	\$ 16,793
Vehicle R&M	\$ 1,387	\$ 1,306	\$ 520	\$ 1,306	\$ 780	\$ 979	\$ 2,999
Other Materials and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal: Materials and Supplies Consumed	\$ 9,156	\$ 8,617	\$ 3,433	\$ 6,789	\$ 5,150	\$ 6,463	\$ 19,792
Utilities							
Utilities Other Than Propulsion	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Casualty and Liability Costs							
Auto and Liability Insurance	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764
Subtotal: Casualty and Liability Costs	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764
Taxes							
Vehicle Registration Fees		\$ -		\$ -		\$ -	\$ -
Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal: Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased Transportation Services							
Purchased Transportation Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Expenses							
Travel and Meetings	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Advertising/Promotion Media	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
Other Miscellaneous Expenses	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Subtotal: Miscellaneous Expenses	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700
Total Costs for Each Route	\$ 53,362	\$ 30,502	\$ 37,209	\$ 38,479	\$ 38,926	\$ 28,140	\$ 84,859
Total Cost for Service Alternative/Option	\$ 83,864	\$ 83,864	\$ 75,688	\$ 75,688	\$ 67,065	\$ 67,065	\$ 84,859

IMPLEMENTATION ACTIVITIES AND ASSOCIATED TIMELINE

Program implementation consists of two phases, a test pilot and established pilot. The tasks reflect the action steps required for execution of tasks to support program implementation under each phase as referenced. A comprehensive implementation schedule for the Delta Rides Pilot Program is presented on Page 36.

Project Timeline	October	November	December	January	February	March
Phase 1: Selection of Preferred Service Alternative						
1.1 Review Operations Plan and Revise if/as Needed						
1.2 Identify Preferred Service Alternative						
1.3 Finalize Stop Locations and Ground Truth Timepoints						
1.4 Develop Marketing Materials						
Task 2: Initiate Test Pilot						
2.1 Confirm Dates and Secure Operator						
2.2 Secure Vehicle						
2.3 Promote Test Pilot						
2.4 Go Live						
Task 3: Data Review						
3.1 Review Data Secured from Test Pilot						
3.2 Revise Operational Schedules if/as Needed						
3.3 Create Additional Promotional Materials						
3.4 Implement Marketing Campaign						
3.5 Begin Recruitment of Personnel for the Established Pilot						
Task 4: Establish Infrastructure to Support Operations						
4.1 Finalize Agreement with the County						
4.2 Secure Office Space						
4.3 Secure Personnel						
4.4 Secure Dedicated Phone Line and Webpage						
4.5 Extend Agreement with Vehicle Rental Agency						
Task 5: Market Program						
5.1 Install Temporary Branding on Vehicles						
5.2 Issue Press Release						
5.3 Community Engagement and Program Advertising						
Task 6: Initiate Pilot Program						
6.1 Go Live						
Task 7: Monitor Operations and Address Needed Adjustments						
7.1 Review Data Secured from Monitoring Efforts						
Task 8: Implement Program Improvements						
8.1 Identify Program Enhancements						
8.2 Identify/Secure Revenue Sources for Implementation						
Task 9: Long-term Sustainability						
9.1 Work with Community Stakeholders and Local Elected Officials to Identify Revenues for Long-term						
9.2 Identify/Secure Grants to Support Continued Operations beyond the Pilot Phase						