



K I P D A
 Kentuckiana Regional Planning
 & Development Agency

Area Agency on Aging and Independent Living (AAAIL)

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**HEMOCARE SERVICES
 IN-HOME SERVICES
 REQUEST FOR PROPOSALS (RFP)**

Procurement Period: FY 2025 — FY2027

Fiscal Year	Period of Contracts
FY2025	July 1, 2024 – June 30, 2025
FY2026	July 1, 2025 – June 30, 2026
FY2027	July 1, 2026 – June 30, 2027

FOR SERVICES FUNDED UNDER THE UNITED STATES ADMINISTRATION FOR COMMUNITY LIVING (ACL),
 ADMINISTRATION ON AGING (AOA), PURSUANT TO THE OLDER AMERICANS ACT OF 1965, AS AMENDED
 IN 2020

Or

FOR SERVICES FUNDED UNDER KENTUCKY STATE HEMOCARE PROGRAM FUNDED THROUGH THE
 KENTUCKY GENERAL ASSEMBLY
 KRS 194A.050, 205.204(2)
 910 KAR 1: 180

Serving the Kentucky counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer, and Trimble

Submission Deadline: November 15, 2023, 12:00 p.m. (Eastern Time)

The mission of KIPDA Area Agency on Aging and Independent Living is to promote and ensure meaningful, timely, person-centered services are available for all older adults, caregivers, family members, grandparents, persons with disabilities and the general community to improve their health, safety, and overall well-being, and to provide leadership to the network serving persons who are aging or persons with disabilities through planning and coordination.

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I. INTRODUCTION, PURPOSE AND STRUCTURE OF PROCUREMENT

Kentuckiana Regional Planning and Development Agency (KIPDA) has been designated the Area Agency on Aging and Independent Living (AAAIL) in accordance with Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965 (amended 2020) and Regulations thereto. As the Area Agency on Aging and Independent Living, KIPDA is responsible for administering federal and state funded programs for the citizens of the Kentucky counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble, which comprise the KIPDA AAAIL service area. In this capacity, KIPDA supports a network of service providers whose mission is to provide services for older adults throughout the KIPDA region.

KIPDA is seeking proposals from qualified organizations experienced and qualified to provide services for the target population described under the Homecare Program of KRS 205.204 and 910 KAR 1: 180. The Older Americans Act at its inception appropriated funds to support communities in developing systems to serve older adults. KIPDA will support, to the greatest extent possible, programs and services offered by organizations in which the business structure includes services described in this procurement, however this support is not intended to be the sole funding source of In-Home services. Organizations applying for Homecare funds are expected to collaborate and partner with other entities to extend the reach of their supportive services. Through partnerships, the use of available federal and state dollars provides the support for the infrastructure while partner organizations provide added value and expanded programming that could not be made available due to the limited or limitations of the public resources. KIPDA anticipates selecting one or more vendors to provide the necessary products and supplies that will help support the safety and welfare of the older adults served.

The procurement period within which services are to be performed is July 1, 2024 – June 30, 2027. Contracts will be issued on an annual basis. Continuation of subsequent contracts for services is contingent upon the availability of funding, satisfactory performance of services, compliance with the provisions of the awarded agreement and mutual agreement by both parties. KIPDA reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services for older adults in its region. Additionally, KIPDA reserves the right to discontinue a contract with a successful applicant if it is determined that performance by the successful applicant is jeopardizing the quality or delivery of services. Funded organizations shall give priority to low-income and minority individuals, those with limited English proficiency, and older individuals residing in rural areas, and those with the greatest social and economic need, in the area served by the provider, in the delivery of its services funded through KIPDA. Organizations must meet the minimum conditions to apply and complete the proposal in its entirety, with submission of the documents as requested.

KIPDA allocates the funds it receives for Homecare services and Title III-B (in-home emergency services) for direct services to clients through a network of providers established through the procurement process. Successful applicants will be expected to offer a high-quality service and carry out the services as represented in the proposal while meeting expected outcomes. KIPDA reserves the right to negotiate with eligible applicants regarding the scope of work, service area, budget, and special provisions. All applicants eligible for consideration and meeting specified standards for a successful proposal will be given equal opportunity for negotiation. KIPDA reserves the right to accept or reject any or all proposals meeting minimum requirements for consideration.

A. Required Minimum Matching Funds

Applicants will be required to support these programs with the following minimum match: Title III-B Federal Funds require a minimum **15%** match (In-Home Emergency Services), and the Homecare state funded program will require a minimum of **10%** match. **NOTE: The Homecare match rate may increase in future contract years, based on the state fund requirements.** Match may be cash (agency non-federal resources) to support the cost of services or in-kind which would be the value of donated space, volunteer time for legal services or other allowable, KIPDA approved, in-kind resources to support the cost of conducting business as described in this RFP.

To be allowable, match must be provided through non-federal sources, used to conduct allowable services, may not be used for match toward any other program, and must be verifiable. Match must be reported monthly with records to substantiate activity and sources. Match may be provided as follows:

1. **In-Kind Match:** This is the value of a third-party contribution such as the value of volunteer time, value of space utilized, or the value of supplies contributed to conduct Homecare services.
2. **Cash Match:** Cash match is the value of a contribution provided by the Second Party to carry out the Homecare Program services. This form of match may be supplies, personnel contributing outside the course of normal duties, space, cash.
3. **Match Calculation:**
 - a. Total Project Cost (gross total) x .10 = Match Amount; or
 - b. KIPDA Request/ .90 = Total Project Budget
 - c. Total Project Budget — KIPDA Request = Match Amount

B. RFP Terminology

For the purposes of this RFP, the following terms may be used interchangeably:

- Proposer, Offeror, Contractor, Provider, Vendor, Applicant, or Second Party
- RFP, Solicitation, or Procurement
- Bid, Proposal, Application, or Offer

C. Definitions and Acronyms

AAAIL means the Area Agency on Independent Living which resides within the ADD.

ADD means the Area Development District pursuant to KRS 147A.050, also referred to as “Agency”

Administrative Costs/Expenditures – There are two types of administrative costs. Program admin are funds set aside for programmatic expenditures such as oversight, budgeting, developing information systems and other allowable costs per the agreement. Indirect Admin/Indirect Expenditures are for expenses that benefit all programs but would not be feasible to direct charge to all active programs. Program admin will receive a share of Indirect Admin/Indirect Expenditures through the allocation process. Reference Annual Report KRS.147A.115 (See 2CFR 200).

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

Advertising costs means the cost of advertising media (and corollary administrative costs). Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

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

Bonus means additional compensation either monetary or otherwise provided to an employee at any given time above their established base rate of pay and is not reflected in the base rate of pay on an ongoing basis.

Direct Cost/Expenditures – Expenditures that benefit and can be readily assigned to a particular program or cost objective. Costs that are related to direct provision for services or costs that can be readily identified to a specific grant or cost objective. Reference Annual Report KRS.147A.115 (See 2 CFR 200).

Disaster means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, or hailstorms, contaminated water, pandemic flu, nuclear war, radioactive waste leaks, snowstorm, public health emergency, terrorist attacks, accidents, or explosions which result in a halt or temporary discontinuation of services.

First-tier (Tier I) subcontract means a subcontract awarded directly by the Contractor/Subrecipient for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

Frail means functionally impaired in the performance of two (2) activities of daily living, three (3) instrumental activities of daily living, or a combination of one (1) activity of daily living and two (2) instrumental activities of daily living as defined in 910 KAR 1:180 Section 4(1)(c).

Homecare Program means a program that offers in-home support and services to individuals 60 years of age and over who have functional disabilities and are at risk of long-term institutional placement. Services include personal care, homemaker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment (core) as defined in 910 KAR 1:180 Section 1(11)(b).

Indirect Cost/Expenditures – Expenses incurred for a common or joint purpose that cannot be readily identified with a particular grant or cost objective. Indirect Expenditures include but are not limited to facility costs, agency oversight, board activities, accounting, human resources, procurement, and other activities that benefit all programs or cost objectives. These costs are shared amongst multiple grants. An approved cost allocation plan is developed each fiscal year and details the process used to distribute indirect costs based on the concepts of benefits received as defined in 2 CFR Part 200, Appendix V. Reference Annual Report KRS 147A.115.

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

NAPIS means National Aging Program Information System.

Performance Measures are required by the contract to evaluate the outcomes, performance, and effectiveness of the program. All deliverables are considered as a performance measure. Reference Annual Report KRS 147A.115

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

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

RFP means Request for Proposal

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

Second-Tier (Tier II) subcontract means a subcontract awarded by a first-tier subcontractor for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

Supplies shall include but is not limited to the following in-home items: incontinent supplies, support hose, nutrition supplements, hearing aid batteries, and glasses. These shall be utilized in accordance with DAIL standard operating procedure.

Third party in-kind contributions means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.

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

Waiting List means a formal list of persons determined eligible to participate in the Kentucky Homecare Program but who are not yet receiving services.

II. VISION FOR HOMECARE SERVICES IN KIPDA REGION

A. KIPDA Regional Information and Community Overview:

The KIPDA Area Agency on Aging and Independent Living service area is comprised of the following counties: Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer, and Trimble. According to the 2015-2019 American Community Survey projection data, 23.01% of all persons living in the KIPDA Region are 60 years old and above and 22.32% of all persons in Kentucky who are 60 and above live in the KIPDA Region. Further, 17.16% of all persons in Kentucky who are 60 and above live in Jefferson County. Also, according to the Kentucky Data Center 2016 Population Projections, 18.1% of persons 60 and older live in the rural counties in the KIPDA region and 77.6% live in Jefferson County. Approximately 9% of older persons in the region are low income and 31.2% of low-income seniors are minorities. Minority seniors represent 16.63% of the total senior population in the KIPDA region. The population in the region is very diverse and represents a wide range of demographics, needs, and interests, for persons with disabilities and older adults. Kentucky has the second highest percentage of people with disabilities in the entire nation. The Kentucky Data Center's KIPDA Region Profile indicates that 15.1% of the population in the region has a disability; and 27.9% of persons 50 and older in the region has a disability. For current regional data, please see www.kipda.org and look for the Social Services page, "Links and Resources," "Planning for the Future of Our Communities—Needs Assessment" for more details.

Philosophy:

The intent of Homecare services is to prevent unnecessary institutionalization of functionally impaired older persons toward maintaining those eligible for services in the least restrictive environment, excluding residential facilities. Homecare is a program aimed at identifying and serving older Kentucky citizens who are either at risk of becoming institutionalized in a long-term care setting or who are currently in such a facility, with the intention of maintaining them in their home. A key element of Homecare is that a potential client is eligible for the program after an assessment by a Case Manager (CM), using a standardized instrument, being certified by the assessment agency, and being case managed by a qualified individual who has sole authority to order Homecare services. Another key element of the program is to offer eligible clients the opportunity to choose a provider from a network of providers of Homecare services. Through this procurement process, a network of eligible Homecare providers will be established. Eligible clients will select a provider from this network to deliver all Homecare services included in their plan of care. Each provider awarded a contract to deliver services will be responsible for making available all allowable services outlined in this proposal to be delivered through the provider entity directly or through a subcontract approved by KIPDA in advance of delivering services.

Eligible Population to be Served:

The target population eligible to receive Homecare services includes individuals who are 60 years of age or older; not eligible for same or similar services through Medicaid unless the individual is considered inappropriate for person-directed services; unable to access the Home and Community Based Waiver through a traditional provider, and meets one of the following criteria:

1. Functional limitations that require a sheltered environment with provision of social and health related services specific to activities of daily living and who has been determined impaired in at least:
 - a. Two (2) physical activities of daily living;
 - b. Three (3) instrumental activities of daily living; or
 - c. A combination of one (1) physical activity of daily living and two (2) instrumental activities of daily living.
2. Applicant has a stable medical condition requiring skilled health services along with services related to the activities of daily living requiring an institutional level of care; or
3. Currently residing in a skilled nursing facility, an intermediate care facility or a personal care facility and can be maintained at home if appropriate living arrangements and support systems can be established.

Provider Network:

Provisions will be made to establish a KIPDA client base in the event new providers are added to the Homecare provider network as a result of this procurement. The process utilized will be established by KIPDA and shared with all Homecare providers prior to July 1, 2024. Once providers are selected to deliver KIPDA Homecare services, this award will also authorize providers to deliver in-home emergency services.

B. KIPDA Responsibilities: Assessment and Case Management

1. Assessment:

An assessment is to be conducted by a KIPDA Case Manager to collect in-depth information about an individual's situation and identify the individual's limitations of activities of daily living (ADL) or instrumental activities of daily living (IADL). The KIPDA Case Manager will meet with potential clients only after initial intake information is completed over the phone between the client or guardian and KIPDA Aging and Disability Resource Center (ADRC) staff. Once the referral is assigned to an assessor at KIPDA, the assessment will be completed in person, preferably in the home of the client, a hospital, or long-term care facility setting. For a referral that is determined by KIPDA staff as an emergency, the assessment will be conducted within 24 hours of the referral. After an assessment is completed, and based on the priority rating and available funding, the client is either placed on a Wait List to be contacted quarterly or asked to select his/her provider of choice. At that time, a referral is made to the provider, who is then required to schedule services or decline the referral within 48 hours.

The assessment will identify needs and resources to offer a comprehensive solution for the client. KIPDA reserves the right to hold the completion of assessment or referral for services due to funding restrictions, need for additional information or information obtained through an assessment that eliminates the need for Homecare assistance. All clients must authorize KIPDA to release assessment and other pertinent information affecting the plan of care prior to release of information to providers. Homecare clients will be reassessed annually to determine continued eligibility for Homecare services.

2. Case Management:

Case Management services are provided for all In-Home services clients by KIPDA Case Management staff after services begin. KIPDA Case Managers will monitor each client by conducting a home visit with a face-to-face contact according to assessed service level (Level 1, every other month, Level 2, every four (4) months, and Level 3, every six (6) months) and through telephone contact between home visits. Document in the case record each contact with a client or on behalf of a client. Case management information will be recorded in the designated electronic data and reporting system adopted by KIPDA and made available to providers. All In-Home Emergency Services clients will be identified as Level 1.

III. SERVICE DELIVERY AND FUNDING

KIPDA will award contracts to entities and organizations capable of providing In-Home services as one package of available services for clients. Services will be offered by the provider as a cluster of available services to individuals approved and authorized to receive Homecare services. Pending continued authorization by DAIL, all subcontractors must be approved by KIPDA in advance of a contract and monitored by providers quarterly (with written monitoring report). Each client's care plan will designate the type of service authorized, the number of approved units of service based on the individual need as a result of the assessment conducted by the KIPDA Case Manager and frequency services are to be delivered. Providers are expected to carry out the services as scheduled or to contact KIPDA and the client to request a modification to the care plan, if necessary. KIPDA reserves the right to modify the services or inclusion of services in this component for subsequent fiscal years if in the best interest of KIPDA and Homecare clients.

To complete a responsive application for KIPDA Homecare Services, KIPDA is requesting that applicants make available all of the following services to eligible Homecare clients in geographic areas selected for service delivery:

- A. **Homemaker Services:** General household activities (shopping, meal preparation, and routine household care) provided by a trained homemaker when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care for themselves or other in the home.
 - a. **Components of the Service:** One (1) unit of homemaker service is the provision of one-half (1/2) hour of one or more of the following services:
 - i. Assistance with day-to-day household tasks is necessary to maintain a person in their home.
 - ii. Teaching, instructing, and assisting with meal planning and preparation, nutrition, budgeting, shopping, laundry and general household management.
 - iii. Shopping for groceries, medications, and other necessities.
- B. **Chore Services:** The performance of heavy household tasks such as heavy cleaning, lawn care, minor repairs and snow removal needed in the maintenance of the person in their home for accessibility or safety. All services are ordered by KIPDA and providers will be expected to provide the service, not to exceed the units authorized without prior authorization. The client will make available the tools and supplies necessary to complete chore requests.
 - a. **Components of the Service:** One (1) unit consists of one-half (1/2) hour of chore service, which includes performance of tasks around the client's home. Special chore services pending prior approval include assistance with heavy household tasks such as heavy cleaning and minor repairs needed to maintain a person in their home. These services may include lawn care, minor repairs, heavy cleaning, and snow removal.
- C. **Personal Care:** Services which include, but are not limited to, assisting the individual in Activities of Daily Living including routine bathing, feeding, hair care, mouth care, and skin care, helping with toileting, assistance in dressing, transferring in and out of bed/chair/tub and walking, and helping identify and report health needs. These services do not require medical supervision, but are directed at maintaining, strengthening, or safeguarding the functioning of the client in their home.

- a. **Components of the Service:** One (1) unit of Personal Care is the provision of one-half (1/2) hour of the following (in the client's home):
 - i. Instructing, teaching, and assisting in the provision of routine and supportive tasks related to activities of daily living;
 - ii. Reporting changes in client's condition to supervisor or case manager;
 - iii. Ambulating and range of motion exercises when appropriate;
 - iv. Performance of tasks to maintain the health and safety of the client, including the living environment;
 - v. Completion of appropriate records.
- D. **Respite:** Respite is care provided to the client by an individual approved to provide relief for caregivers over an extended period of time due to absence. Respite care requires that all caregiving activities provided by the usual caregiver to the client during the period of relief be performed by the respite worker, without exceeding the respite worker's capabilities or training.
 - a. **Components of the Service:** One (1) unit of Respite shall equal one-half (1/2) hour of respite service that could entail any of the above-defined activities.
- E. **Escort Services:** The transportation of clients to medical-related appointments, treatment, therapy and picking up prescriptions. This service does not include transportation for the purpose of errands or shopping. Staff providing this service must receive appropriate training related to escorting and transporting clients in a safe manner. This service is considered a door-to-door service. Providers are encouraged to make available either directly or through subcontract, ADA accessible transportation services.
 - a. **Components of the Service:** One (1) unit is one-half (1/2) hour of escort services from the time the client is picked up to the time the client is dropped off at destination (a one-way trip will be no less than one unit). The provider is not paid for driving time while client is not present. All trips authorized by KIPDA will be deemed to be at least 30 minutes (one unit).
- F. **In-Home Emergency Services:** Providers chosen to provide Homecare services will be eligible to provide the same services offered through Homecare through an in-home emergency service program as approved by KIPDA. In-home emergency services are available for a limited time up to eight (8) weeks in duration and are intended for persons who are anticipated to no longer need in-home services after eight (8) weeks. The same process for immediate assessment and referral will take place. It is expected that providers will be able to respond within 24 hours of receiving an order for services. This service may be funded through Older Americans Act funds or State General funds. If services are needed beyond the eight (8) week period, the client will be reviewed for the KIPDA Homecare Program contingent upon availability of Homecare funds.
 - a. **Components of the Service:** One (1) unit is based on the funding source covering the cost of the service. Funding under the Older Americans Act defines one unit of homemaking, personal care and respite as one unit = one hour of service.

IV. IN-HOME SERVICES PROVIDER RESPONSIBILITIES

Organizations funded to provide In-Home services will be responsible for the following:

1. Assure the provision of services throughout the geographic area covered under its plan or proposal.
2. **For In-Home Emergency Services the provider must respond within 24 hours of the referral.**
3. Employers of Homecare workers must assure that Homecare workers are paid a livable wage and mileage payments at no less than the State mileage rate (changes quarterly) for work performed under this contract.
4. Assure that a staff person knowledgeable about Homecare services will answer telephone calls from clients, caregivers, KIPDA and other providers during normal business hours specified in the application response.
5. Treat clients in a respectful and dignified manner, involve the client and caregiver in the delivery of services and provide services in a timely and safe manner.
6. Permit staff of KIPDA and the Cabinet for Health and Family Services to monitor and evaluate services delivered.
7. Assure that each paid or voluntary staff member meets minimum qualifications and training standards established by the Cabinet for Health and Family Services.
8. Assure supervisors of Homecare workers participate in training arranged through KIPDA or an established subcontractor that meets the same standards for training as required for Homecare aides established in 910 KAR 1: 180.
9. Maintain written job descriptions for staff and volunteer positions involved in direct service delivery and maintain written personnel policies and wage scales for each job.
10. Designate a supervisor to ensure staff providing In-Home services are provided professional supervision and monitor the timelines and quality of service delivery. Supervisor needs to be available to KIPDA for client concerns during working hours.
11. Notify a client's designated KIPDA Case Manager when the client refuses or is unavailable for a particular service(s). Further, indicate the number of times the client has refused services. KIPDA reserves the right to close services that were cancelled by a client in compliance with KIPDA policies and procedures.
12. Transfer of Client Records — In the event an agreement with KIPDA is terminated, copies of all appropriate records of all active clients and/or participant data must be provided to KIPDA in order to best facilitate the client transition process.
13. Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.
14. Adhere to the guidelines set forth in the *KIPDA Policy and Procedures Manual*. The General Administrative and Homecare sections of the KIPDA Policy and Procedures Manual will be available on Bonfire when the RFP is posted. Successful applicants will receive a hard copy and electronic copy of the most current version of KIPDA Policies and Procedures for implementation prior to July 1, 2024.
15. Provide and/or secure appropriate orientation prior to the delivery of services and continued in-service training annually for staff responsible for the provision of In-Home services in accordance with KIPDA Policies and Procedures.

16. Utilize the designated electronic client data and reporting system specified by KIPDA and follow KIPDA procedures for accurate and timely input and maintenance of client data, client referrals, case notes and communication with KIPDA case management staff. New KIPDA In-Home Services providers agree to implement and utilize the designated electronic client data and reporting system. Annual service agreement charges and licenses will be covered by KIPDA, up to a maximum number of licenses established annually.
17. In the event the reporting system is temporarily inoperable, other methods to communicate and submit billing between the provider and KIPDA must include fax, e-mail, or telephone, at the direction of KIPDA.
18. Follow KIPDA procedures for reporting units of service in the designated electronic client data and reporting system and adjustments to Homecare units and charges for the delivery of services in the event an error is identified. Providers are expected to complete data entry of client information and all units to be billed must be entered by the 4th of the month following the date of service or contact. KIPDA reserves the right to adjust its policy on adjustments to units of service, if necessary, to comply with its data and reporting requirements to the Cabinet for Health and Family Services.
19. When service is missed or rescheduled, providers must document missed or rescheduled services in the case notes section of the designated electronic client data and reporting system utilized by KIPDA and its providers. All client requests and/or comments must be documented in the designated electronic client data and reporting software.
20. Ensure the accuracy of reports, units of service, and clients served on a monthly basis. Provide signed original invoices to KIPDA monthly by the date specified in the contract.
21. Ensure that all staff and supervisors who have direct contact with clients complete a criminal background check in accordance with KRS 216.293. It is optional to participate in Kentucky's National Background Check Program (KARES) as defined in 906 KAR 1: 190E. This system provides for a national background check which also includes fingerprinting.
22. Subcontracting is prohibited without prior written approval of KIPDA.
23. Notify Adult Protective Services and KIPDA when potentially unsafe and/or hazardous conditions exist that may place the client, case managers, aides or others in imminent danger.
24. Notify Adult Protective Services and KIPDA Case Manager when there are suspicions of abuse, neglect, or exploitation regardless of suspected perpetrator in accordance with KRS 209.
25. Implement a plan that addresses how clients will be served and the procedures that will be instituted in the event an emergency or disaster occurs, particularly events that occur while a Homecare worker is in the home of a client. Institute protocols for Homecare worker communications with his/her employer and how clients will be assisted during the emergency or unexpected event. Emergency preparedness and service plans must include services for homebound persons during pandemic illness and for reducing the spread of disease through protocols established for the delivery of service. Ensure all staff have a copy of and/or understanding of the organization's emergency preparedness plan.
26. As a personal service agency, ensure that proper certification by OIG is completed with evidence of certification provided to KIPDA by the implementation date. Additionally, ensure that all certificates of renewal are kept current, up to date and forwarded to KIPDA upon receipt.

Reporting Requirements: In-Home Services ONLY

Successful applicants will be expected to submit monthly billing reports, and quarterly program and financial or performance reporting documents. Further, client intake forms containing information necessary to meet Federal reporting requirements will be necessary for each client served. Successful applicants will be required to maintain documentation to validate service units entered (time records per day) and complete data entry of service units and client information by the 6th day of each month following the month when activity is reported. KIPDA will post service records in the electronic system on the 7th day following the end of each month for which activity is reported. Quarterly reports will contain statistical and program summary information to evaluate the continued effectiveness of services. Reporting requirements will include the following:

1. Number of unduplicated clients served and service units delivered monthly;
2. Signed billing reports submitted to KIPDA upon completion of specific projects;
3. Document, retain, and submit match (minimum 10% match requirement) and program income source documentation to validate allowable match and program income;
4. Final program performance report to document services delivered and final outcomes in accordance with the final negotiated project and include results of client satisfaction or evaluation (Evidence Based Projects) results. The final report must contain a summary of services and units of service delivered, performance data, and other information related to the delivery of services.

V. MINIMUM REQUIREMENTS TO APPLY

Applicants may submit proposals for consideration of funding contingent upon meeting the following conditions:

- a) **Financial Capability** — Organizations must demonstrate financial solvency and be capable of supporting the programs and services described in its proposal. Organization must have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
- b) **Business Eligibility** – Organizations must be registered and eligible to conduct business in Kentucky and with the Federal Government. Organizations must either be registered with the Secretary of State’s Office if incorporated, possess a current 501(C)(3) certificate to conduct business as a not-for-profit organization, or must possess a Business License issued by the Commonwealth of Kentucky. Additionally, organizations must not be barred from conducting business with the federal government as presented on the Federal Debarment and Suspension list. Organizations must possess a Federal and Kentucky State tax identification number. Providers must ensure that proper certification by OIG as a personal service agency must be completed with evidence of certification provided to KIPDA by the implementation date.
- c) **Experience** – Organization must be experienced in the delivery of human services and particularly providing In-Home services for eligible individuals and be able to provide evidence of sustainability in providing proposed services and programs. At least three years’ experience is preferred.
- d) **Reporting and Computer Systems** – Organization possesses computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Organization can develop or currently has in place a reporting system to provide information regarding the units of service, number of KIPDA participants served, demographic data regarding those served, record of outcomes and time records for each service delivered. Organization will utilize designated electronic client data and reporting system.
- e) **Match** – Organization can provide the minimum required match (10%) toward the overall cost of the program. Match can be either cash or in-kind third-party contribution.
- f) **Facilities** – Organization facilities meet federal accessibility requirements and OSHA standards for safety and cleanliness.
- g) **Staffing** – Staff are available to deliver the services as proposed, have completed a criminal record check with a clean record prior to hire, and are licensed or trained as necessary to complete the service to be delivered.

VI. PRICING AND INVOICING

The monthly invoice shall be itemized, submitted by the 10th of each month following the month of service and in a format specified by KIPDA. The invoice shall be accompanied by a report on the navigator program activities in the invoiced month. Payment for the invoiced month is contingent upon provider successfully meeting performance standards established by KIPDA in the contract month, meeting the quality standards set forth in the contract for services, and submission of an invoice complete with all required documentation. KIPDA may withhold payment until all required information is included in the submitted invoice and approved by KIPDA or impose a 20% penalty if required documentation is not provided. KIPDA will provide an invoice template that will be required to be submitted by provider.

Travel expenses directly relating to services provided under this contract are an allowable expense in accordance with CHFS and Finance Cabinet policies and regulations located at <http://finance.ky.gov/services/statewideacct/Pages/travel.aspx>. All out-of-state travel directly relating to activities must be pre-approved by KIPDA and DAIL. All hotel or conference/seminar training expenses must receive prior approval by KIPDA and DAIL to be reimbursed through this contract.

Invoices for payment shall be submitted electronically to KIPDA. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

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

VII. TIMELINE

KIPDA will attempt to adhere to the evaluation and decision schedule but reserves the right to modify timeframes if in the best interest of the Agency and satisfactory completion of the procurement process.

October 23, 2023	Request for Proposals released.
November 6, 2023	Applicants are permitted to submit written questions up to the inquiry period conclusion November 6, 2023 at 5:00pm (Eastern Time). This period allows written contact with KIPDA for asking questions regarding the application and process. Questions must be submitted via https://kipda.bonfirehub.com
November 15, 2023	Proposals must be submitted at https://kipda.bonfirehub.com/ by 12:00 Noon (Eastern Time).
November 2023 December 2023	Evaluation team reviews and scores proposals
January 2024	Funding Committee of Advisory Council meets
January 2024	KIPDA Board considers proposals

Proposals must be submitted at <https://kipda.bonfirehub.com> **no later than the scheduled deadline of 12:00 noon (Eastern Time), November 15, 2023**. All proposals will remain unopened until the deadline of submission has elapsed.

Proposals submitted after the established deadline will not be accepted.

Upon completion of the opening, proposals will be reviewed for general responsiveness. Non-responsive proposals will not be reviewed with applicants notified in writing of non-responsiveness and non-review of proposal. Responsive proposals will be reviewed according to the established schedule and criteria with final consideration of proposals by the KIPDA Board of Directors.

VIII. PROCUREMENT PROCESS AND REQUIREMENTS

A. Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs. The Second Party (Applicant/Vendor) should review and comply with the General Conditions and Instructions for the inquiry period to ask questions and submission of proposals. Applicants can access the solicitation on the KIPDA Procurement Portal at the site <https://kipda.bonfirehub.com> after they have registered on the portal. All communications regarding this RFP must be through this portal. Applicants may submit written questions to KIPDA until November 6, 2023 at 5:00pm Eastern Time. After the inquiry period has elapsed, subsequent questions will not be addressed by KIPDA management, staff or council members. KIPDA will respond to questions on a regular basis with the last responses to be posted on the portal within 24 hours of the inquiry period closing. **Check the Procurement Portal periodically for any updates. It is the applicant's responsibility to obtain copies of all information and forms.**

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with KIPDA policies and applicable laws and regulations. KIPDA anticipates the selection of more than multiple organizations to serve in the capacity of Assister Services.

B. Approach

The Kentuckiana Regional Planning and Development Agency (KIPDA), in the exercise of its lawful duties, has determined that the services outlined in this proposal are necessary for the performance of the statutory and regulatory requirements of KIPDA. KIPDA has concluded that either state personnel are not available to perform these services, or it would not be feasible to utilize state personnel to perform these services. Additionally, a Second Party (Provider) is available and qualified to perform these services; and, for the before-stated reasons, the state agency desires to avail itself of the services of a Second Party (Provider).

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies. See 45 CFR 74.326-335; 45 CRF 74, Appendix II for Federal guidelines for "Contract Provision for Non-Federal Entity Contracts under Federal Awards."

C. Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidding entity or with any competitor. In addition, the bidding entity is prohibited from making multiple proposals in a different form.

Organizations submitting proposals must include a certified statement via the Certification of Assurances document that the price was arrived at without any conflict of interest. Should a conflict of interest be detected at any time during the contract, the contract shall be null and void and the Second Party

(Provider) shall assume all costs of the project until such time that a new Second Party (Provider) is selected.

D. No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the bidding organization or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KIPDA shall have the right to reject the proposal or cancel the contract without liability.

E. Cancellation of This Solicitation

In accordance with KRS 45A.105 and KIPDA policies and procedures, this Request for Proposals may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of KIPDA. Receipt of proposal materials by KIPDA or submission of a proposal to KIPDA confers no rights upon the Proposer nor obligates KIPDA in any manner.

F. Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. KIPDA will provide no reimbursement for such costs.

G. EEO Requirements

The Kentucky EEO Act, KRS 45.560-45.640, applies to all State government projects with an estimated value exceeding \$500,000.00. The Second Party (Provider) shall comply with all terms and conditions of the Act. Organizations submitting proposals must include a certified statement via the Certification of Assurances document that it has complied with and adheres to the provisions of KRS 45.560 – 45.640.

H. Waiver of Minor Irregularities

KIPDA reserves the right to reject any offers and to waive informalities and minor irregularities in offers received providing such action is in the best interest of KIPDA. Where KIPDA may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the bidding organization from full compliance with the RFP specifications and other requirements if the bidding organization is awarded the contract.

I. Clarifications of Proposal

KIPDA reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis. KIPDA reserves the right to conduct discussions with any bidding organization who has submitted a proposal to determine the bidding organization's qualifications for further consideration. Discussions must not disclose any information derived from proposals submitted by other offerors.

J. Best and Final Offers

KIPDA reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Bidding organizations are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

K. Rules of Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal addressed to the Director of Social Services using the KIPDA Procurement Portal at the site <https://kipda.bonfirehub.com>.

L. Disposition of Proposals

All proposals become the property of KIPDA. The successful entities' proposals will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Director of Social Services.

M. KIPDA's Right to Use Proposal Ideas

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

N. Confidentiality of Contract Terms

The Second Party (Provider) and KIPDA agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes. The Second Party (Provider) must have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

O. Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the Second Party (Provider) represents and warrants, and KIPDA relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Second Party (Provider) further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Second Party (Provider) agrees that it shall not knowingly allow any official or employee of KIPDA who exercises any function or responsibility in the

review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the company prior to the completion of the contract.

P. Sworn Statement Regarding Violations of Kentucky Revised Statutes

Pursuant to KRS 45A.485, Second Party (Provider)s are required to reveal final determinations of violation of certain statutes incurred within the last five years and be in continuous compliance with those statutes during the contract. Where applicable, the Second Party (Provider) is required to complete and submit the Sworn Statement Regarding Violations of Kentucky Revised Statutes with the Technical Proposal.

Q. Open Records Law

Requests for bid/contract information shall comply with the Kentucky Open Records Act (KRS 61.870 to 61.884).

R. Deviations to Provisions of the Solicitation

The provisions appearing elsewhere in this Request for Proposals (RFP) shall become a part of any resulting contract. Any deviations from the provisions of the RFP must be specifically identified by the Second Party (Provider) in its proposal, which if successful, shall become a part of the Contract. Such deviations shall not be in conflict with the basic nature of the technical and cost requirements of this RFP. Such deviations shall not be in conflict with the basic nature of the requirements of this RFP. Deviations must be submitted as stated in this Solicitation. KIPDA reserves the right to reject any and/or all deviations in whole or in part.

S. Second Party (Provider) Response and Public Inspection

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. KIPDA will not disclose any portions of the proposals prior to contract award to anyone outside KIPDA, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, KIPDA shall have the right to duplicate, use, or disclose all proposal data submitted by Second Party (Provider)s in response to this RFP as a matter of public record.

Any and all documents submitted by a Second Party (Provider) in response to the RFP shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the Second Party (Provider)'s designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, KIPDA will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

T. Restrictions on Communications

The sole point of contact throughout the procurement process is <https://kipda.bonfirehub.com>. All communications (formerly done through regular mail, express mail, electronic mail, or fax), concerning this procurement must be submitted only in this format. From the issue date of this RFP until a Second Party (Provider) is selected and the selection is announced, applicants are not allowed to communicate with any staff, Board or Advisory Council members concerning this RFP.

KIPDA reserves the right to reject the proposal response for any violation of above provision.

IX. TERMS AND CONDITIONS OF THE CONTRACT

A. Beginning of Work

The contract is not effective and binding until approved by the Executive Director of KIPDA. The Second Party (Provider) shall not commence any billable work until a valid contract has been fully executed. The contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

B. Term of Contract and Renewal Options

This contract is to be effective July 1, 2024 and expire June 30, 2025. KIPDA reserves the right to renew this contract for up to two (2) additional two (2) year periods. Renewal shall be subject to prior approval from the Cabinet for Health and Family Services. KIPDA reserves the right to exercise any or all renewal options. KIPDA reserves the right to extend the contract for a period of less than the length of the above-referenced renewal period if such an extension is determined to be in the best interest of KIPDA.

C. Changes and Modifications to the Contract

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Second Party and KIPDA, and incorporated as a written amendment by KIPDA prior to the effective date of such modification or change. Modification may be subject to prior approval by the Cabinet for Health and Family Services. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

D. Changes in Scope

KIPDA may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of KIPDA through the process described in the previous section named Changes and Modification to the Contract.

E. Notices

Unless otherwise instructed, all notices, consents, and other communication required and/or permitted by the contract shall be in writing. After the award of the contract, all communication of a contractual or legal nature are to be in writing and sent to the Designated Authority assigned at the time of fully executing the contract.

F. Payment

The fees and expenses relative to the performance of the services outlined in the Contract shall not exceed the amount as approved in the Contract. The services are to be performed during the term of the Contract. The Provider's invoice shall constitute an affirmation by the Second Party that the invoice truly and accurately represents work actually performed and expenses actually incurred. The Provider shall maintain supporting documents to substantiate invoices and shall furnish same if required. KIPDA will make payment within thirty (30) working days of receipt of the Provider's.

G. Expenses

The Second Party (Provider/Vendor) shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

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

- a) **Invoicing for fee:** The Vendor's fee shall be original invoice(s) and shall be documented by the Vendor. The invoice(s) must detail the work performed and the time frame in which it was performed. The invoice must conform to the method described in the specifications of the contract.
- b) **Invoicing for travel expenses:** The Vendor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract and if so the Vendor must follow instructions described in the specifications of the contract. If travel expenses are allowed under the contract, either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.
- c) **Invoicing for miscellaneous expenses:** The Vendor must follow instructions prescribed in the specifications of the contract. Allowable expenses shall be documented and submitted on an original invoice or certified copy.

H. Advertising Award

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

I. No Required Use of Contract

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

J. Federal Funding Accountability and Transparency Act Compliance

For agreements that include Federal funds, the Vendor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Vendor is \$25,000 or more. Details on how to register and acquire a DUNS number are available at <http://fedgov.dnb.com/webform>, and are free for all entities required to register for grant awards under these provisions. The Vendor must disclose to CHFS the names of the top five executives and total compensation to each, if:

- a) More than 80% of the Vendor's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than \$25,000,000 annually, and;
- b) Compensation information is not already available to the public (such as, through reporting to the SEC).

K. CHFS Standard Terms and Conditions

The CHFS Standard Terms and Conditions shall be applicable to the solicitation and any contract awarded. Below are some notable terms and conditions for Applicants to be aware of for preparation of proposals. The full CHFS Standard Terms and Conditions is available on the KIPDA Procurement Portal (<https://kipda.bonfirehub.com>).

- **Authorized to do Business in Kentucky**

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

If a foreign entity, The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract.

Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

- **Force Majeure**

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

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

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

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

charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

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

- **HIPAA Confidentiality Compliance**

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

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

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

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

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

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

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

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

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

See:

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

- **Certification Regarding Drug-Free Workplace**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from The Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violation.

- **Violation of Tax and Employment laws:**

KRS 45A.485 requires the Contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

L. Federal Requirements

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

The full Federal Requirements that shall apply to this solicitation is available on the KIPDA Procurement Portal (<https://kipda.bonfirehub.com>).

X. SUBMISSION INSTRUCTIONS AND EVALUATION CRITERIA

The proposal shall be submitted in two (2) parts: the technical proposal and the cost proposal. All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the RFP closing date.

Applicants must submit a completed proposal electronically to <https://kipda.bonfirehub.com> after registering on this site. See additional information on the KIPDA Procurement Portal below regarding uploading files and resources for help in using the portal. Files uploaded to the portal in support of the application must be clearly identified and labeled.

The following is a list of documents to be included in the completed proposal package submitted to KIPDA for consideration.

- Technical Application – General Section and Scope of Work (specific to type of service)
- Cost Proposal – Project Budget AND Narrative (In-Home Services ONLY)
- Organizational Planning Summary
- Service Funding Summary – Anticipated additional funds to support Homecare Services
- Resources Used for Match Form – Local resources used for match
- Certification of Assurances and Compliance with General Provisions
- Prohibited Employee & Volunteer Activities Form
- Minimum Office Equipment and Software Requirement
- Certification of Current Cost or Pricing Data
- Letters of Support
- Checklist for Proposal Submission

KIPDA reserves the right to accept or reject any or all proposals and to obtain additional information from applicants to consider final recommendations for funding if this information is deemed necessary and will benefit the agency.

Proposals submitted by hard copy, mail, facsimile, or e-mail will not be accepted.

Proposals submitted after the established deadline will not be accepted.

A. Technical Proposal

Applicants must complete the Application document downloaded from the Procurement Portal. Each applicant is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator to conduct a comprehensive, fair, and impartial evaluation of the proposal. The technical proposal shall demonstrate an understanding of each area and explain how the requirement/goal will be met and how the vendor will comply with the requirements of the RFP.

B. Cost Proposal

Applicants must submit a cost proposal that is separate from the technical application. The cost proposal shall be in the format as provided on the KIPDA Procurement Portal of an Excel workbook that incorporates line-item costs and budget narrative. The budget narrative provides an explanation of the individual line-item costs through description, purpose and amount necessary to support the cost of services.

In accordance with Federal and State cost principles and financial management guidelines, all entities awarded public funds must ensure that costs presented are reasonable and can be supported with cost estimate information if necessary and must only be utilized for allowable costs. Applicants are to adhere to the provisions of 2 CFR, Part 200 - Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Further, the Department for Aging and Independent Living, in accordance with Cabinet policies, may further require limitations on certain types of costs or amounts.

The following limitations apply and must be incorporated as applicants determine and present the proposed budget:

1. Travel for all staff will be limited to no more than the State mileage rate.
2. Food purchases for programs and services are unallowable with the Federal and State funds authorized through this procurement.
3. Only costs that are necessary, reasonable and allocable to the specific programs included in this procurement will be considered. Costs that are determined to be unnecessary or reasonable will be eliminated or reduced at the discretion of KIPDA. The costs incorporated into the project budget must only include the proportionate share of staff or other operating costs related to the direct implementation of the stated project(s). Costs that are associated with the overall operation of the applicant entity or not related to the specific programs or services bid must not be incorporated into the project budget or proposal.

C. Important Bonfire Notes

- Logging in and/or uploading your file(s) does not mean your response is submitted. Applicants must successfully upload all the file(s) and MUST click the submit button before the closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your proposal.
- Each submitted item of requested information will only be visible to KIPDA after the Closing Time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

- Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at [Support.GoBonfire.com](https://support.gobonfire.com) or 1.800.354.8010 x 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

D. Evaluation Criteria

Technical Proposal	
Organization Structure and Experience <ul style="list-style-type: none"> i. Previous experience in similar activities of providing in-home services to senior; ii. Organization structure separates responsibilities; iii. Financial statements and systems indicate organization’s ability to apply with contract requirements; and iv. KIPDA funds will not duplicate existing funding. 	25 pts Total
Service Provision and Services Applicant response demonstrates an understanding of each area and explains how the requirement will be met and/or how the vendor will comply with the requirements of the RFP: <ul style="list-style-type: none"> i. Staffing and Personnel suitable to provide services; ii. Organization able to monitor activities to ensure adherence to applicable laws, policies, and procedures; iii. Staff training is monitored and provided to ensure compliance with requirements; iv. Vehicles (if providing Escort Services) and drivers are well documented, trained, insured, maintained, and monitored for safety and compliance; v. Organization has a robust quality assurance program with documented procedures for implementation of the proposed services; vi. Proposed services are reasonable and accessible to eligible population; vii. Organization can provide accurate and timely reporting of services provided using the designated electronic client data and reporting system; and viii. Organization can provide consistent, quality services that are delivered to clients as schedule. 	100 pts Total
Cost Proposal	
Excel Workbook Budget and Narrative <ul style="list-style-type: none"> i. Expenses are reasonable and allowable ii. Compliant 	100 pts Total
Total Points Possible for Proposal	
225	

XI. PROTEST

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his/her designee, shall have authority to determine protests and other controversies of actual or prospective parties in connection with the solicitation or selection for award of an Agreement or Contract.

Any actual or prospective party, who is aggrieved in connection with the solicitation or selection for award of an Agreement or Contract, may file protest with KIPDA in accordance with its grievance policies, with state level grievances to be conducted in accordance with KRS 13B. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Jarrett Haley
Executive Director
Kentuckiana Regional Planning and Development Agency
11520 Commonwealth Drive
Louisville, KY 40299

KIPDA will follow its local resolution process and if satisfactory resolution to a grievance is not established at the local level, State level fair hearing procedures shall be followed. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

All disputes escalated to a State Level review or hearing will receive a decision by the Secretary of the Finance and Administration Cabinet and shall be final and conclusive.