



**K I P D A**  
Kentuckiana Regional Planning  
& Development Agency

## Kentuckiana Regional Planning & Development Agency

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### Kentucky Health Benefit Exchange Navigator Outreach and Education REQUEST FOR PROPOSALS (RFP)

Procurement Period: January 1, 2024 – June 30, 2024 with option to extend

Submission Deadline: November 1, 2023 at noon Eastern time

Serving the Kentucky counties of Breckenridge, Bullitt, Carroll, Grayson, Hardin, Henry, Jefferson, Larue, Marion, Meade, Nelson, Oldham, Shelby, Spencer, Trimble, and Washington.

This procurement is for Assister services through a contract for the Medicaid managed care region 3 in Kentucky. The Assisters will educate consumers and facilitate enrollment for individuals and small employer groups on the Kentucky Health Benefit Exchange (KHBE) and conduct public outreach and education activities to raise awareness and reach underserved, vulnerable and difficult to access populations in Kentucky.

Kentuckiana Regional Planning and Development Agency (KIPDA) is issuing this RFP on behalf of the Division of Social Services. KIPDA is the only entity authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

Applicants must submit a completed proposal electronically to <https://kipda.bonfirehub.com> after registering on this site. All responses must be received through the procurement portal (Bonfire site listed above) before the closing date and time, as identified in this request for proposals. **Proposals submitted by hard copy, mail, facsimile, or email will not be considered. Proposals submitted after the established deadline will not be accepted.**

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# I. OVERVIEW OF KENTUCKY HEALTH BENEFIT EXCHANGE

One of the key requirements of the Affordable Care Act (ACA) is for each state to create its own Health Benefit Exchange (HBE) or default to the federal government's exchange system. This online platform will allow consumers to purchase health insurance and apply for additional public assistance programs and federal subsidies. The State Based Marketplace will facilitate comparison of available insurance plan options based on participating providers, price, benefits, services, and quality.

The ACA requires establishment of a Navigator program (45 CFR 155.210) to help consumers enroll for benefits on the Exchange. To become an approved Navigator Entity, entities shall demonstrate that they have existing relationships, or could readily establish relationships, with small business employers and individuals who are likely to need assistance with enrollment onto kynect Health Coverage. Duties of the Navigators shall include a) conducting public education activities to raise awareness of the availability of Qualified Health Plans (QHPs); b) distributing fair and impartial information concerning QHPs; c) facilitating enrollment in QHPs; d) providing referrals to any applicable offices in the event of complaints and appeals; e) providing information in a manner that is culturally and linguistically appropriate; and f) assist consumers with submitting SNAP and CCAP applications to the Department for Community Based Services (DCBS). A Navigator cannot be a health insurance issuer or issuer of stop loss insurance, nor can the Navigator receive any consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any qualified individual or employee of a qualified employer in QHP.

## A. Kentucky Health Benefit Exchange and Navigator Program

The overall goal of the Navigator Program is to provide assistance with insurance affordability programs, coverage options, and other public assistance programs so that Navigator can educate and assist Kentuckians with making informed decisions when selecting a health plan and enrolling in plans.

KIPDA is seeking contractors that have experience in reaching Kentucky's diverse populations to assist in reaching the goal of expanding health benefit coverage and improved access to other public assistance programs throughout Kentucky. Navigators will help individuals and small businesses in Kentucky determine their health plan needs and assist them in choosing plans that meet those needs. They will provide guidance and assistance to Kentuckians wishing to explore other programs and services. They will also conduct outreach activities to proactively educate the Kentucky population about kynect Health Coverage and the ACA. The program will target population segments in both individual and small group markets, in a cost-effective manner, that are most likely to require assistance with health insurance enrollment.

There are two roles that an individual within an organization can fulfill: Navigators and Certified Application Counselors (CACs) (45 CFR 155.225). This contract is specific to Navigators. These services are subject to change based on federal guidance.

## 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
- Kynector, Navigator

## C. Definitions and Acronyms

**Affordable Care Act (ACA):** On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act. On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. The two laws are collectively referred to as the Affordable Care Act.

**Agent:** Individuals, regulated by the Kentucky Department of Insurance, who sell, solicit, or negotiate insurance contracts. Agents can represent more than one insurance company.

**Cabinet for Health and Family Services (CHFS):** The Cabinet under the Commonwealth of Kentucky's government in charge of implementing and supporting the Kentucky Health Benefit Exchange.

**Contact Center:** Call center staff will screen calls, escalate calls to qualified individuals, log calls and provide overall assistance to consumers with the online marketplace through telephonic, web chat, or email methods.

**Certified Application Counselor (CAC):** Staff and volunteers of the State Based Marketplace or Medicaid designated organizations that have been certified by DHBE who provide accurate information to help individuals understand and enroll in a QHP, an insurance affordability program. CACs will supplement the efforts of Navigators by providing support to users that may require enrollment services. CACs can otherwise be employed but are serving without compensation from the State Based Marketplace when assisting consumers with enrollment.

**Completed Application:** A single streamlined application (regardless of the number of individuals entered on the application) that is submitted, processed, and eligibility determined for any type of coverage (QHP or Medicaid/Kentucky Children's Health Insurance Program (KCHIP)). Any other applications completed for other state assistance programs or other CHFS contracts will not count toward KIPDA's requirements for this contract unless specified by DHBE.

**Contractor:** An organization chosen to complete the work delineated in this Contract. This includes partners to the primary respondent, unless otherwise specified.

**Cost-effective Manner:** Providing Navigator services to as many Kentucky consumers as possible by utilizing existing resources, experience, and knowledge to achieve program goals in the most economical manner.

**Division of Health Benefit Exchange (DHBE):** The Kentucky Cabinet for Health and Family Services Division responsible for implementation of the Patient Protection and Affordable Care Act and operation of the Kentucky Health Benefit Exchange.

**Education:** Working with individuals, individual businesses, families and small groups to provide tailored information about kynect Health Coverage, health insurance options and insurance affordability programs, and to answer questions.

**Enroll:** Individual initial enrollment into a Qualified Health Plan.

**Enrollment Numbers:** Number of individuals that were deemed (QHP, Medicaid/KCHIP, or KI-HIPP) eligible, selected a QHP or Medicaid/KCHIP and a financial assistance amount (if eligible), and State Based Marketplace (SBM) approved the QHP (if applicable). Any other applications completed for other state assistance programs or other CHFS contracts will not count toward KIPDA's requirements for this contract unless specified by DHBE.

**High Need:** A group of people with a need for services more specialized than the general population served by this program or in need of a greater level of services.

**Immediate Family:** A family member who meets one or more of the following criteria: parents, including step-parents; grandparents; brothers and sisters and other sibling relations, for example, half and step siblings; spouse and children, including step- children or adopted children; son-in-law, daughter-in-law, sister-in-law, brother-in- law, mother-in-law, father-in-law; a child, even if not a natural parent but served in the same capacity as a parent; and grandchildren.

**Insurance Affordability** program means one (1) of the following:

- a) A state Medicaid program under title XIX of the Social Security Act, 42 U.S.C 301 et seq.;
- b) A state children's health insurance program (CHIP) under title XXI of the Social Security Act, 42 U.S.C 301 et seq.;
- c) A program that makes coverage in a Qualified Health Plan through the Exchange with advance payments of the premium tax credit established under section 36B of the Internal Revenue Co, 26 U.S.C. 36B, available to qualified individuals; or
- d) A program that makes available coverage in a Qualified Health Plan through the Exchange with cost-sharing reductions established under section 1402 of the ACA, 42 U.S.C. 18701.

**Kentucky Children's Health Insurance Program (KCHIP):** A government program, financed by federal and state funds, that provides health coverage to children in families with incomes too high to qualify for Medicaid, but who cannot afford private coverage.

**Kentucky Health Benefit Exchange (KHBE):** The health benefit exchange established pursuant to the Affordable Care Act to (1) facilitate the purchase of insurance coverage by qualified individuals through Qualified Health Plans (QHPs); (2) assist qualified employers in the enrollment of their employees in QHPs; and (3) meet other requirements specified in the Affordable Care Act.

**Kentucky Online Gateway (KOG):** The system that stores user credentials and roles for Portal access. This system provides authentication services for users logging into the Portal. Passwords for the Portal are maintained here.

**Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP):** The Kentucky Integrated Health Insurance Premium Payment (KI-HIPP) program is a health insurance premium assistance program for Kentucky Medicaid members and non-Medicaid policy holders with at least one Medicaid member on their plan to help the employee pay for the cost of an employer-sponsored health insurance plan, when deemed comprehensive and cost-effective to the Commonwealth by 42 U.S. Code § 1396e.

**kynector(s):** Individual(s) in the community who can help residents apply for Medicaid/KCHIP, Kentucky Integrated Health Insurance Premium Payment (KI-HIPP) program, Qualified Health Plans, SNAP, and Child Care Assistance Program benefits. Residents can log into kynect benefits to add a kynector who can help them complete the following processes: apply for Medicaid or KI-HIPP; apply for Advance Premium Tax Credit (APTC) or Qualified Health Plan (QHP); apply for SNAP or CCAP; report changes in information; and recertify Medicaid benefit.

**kynect, Exchange, or Integrated Eligibility and Enrollment System (IEES):** An integrated eligibility, enrollment, and information technology infrastructure comprised of kynect Benefits, kynect Health Coverage, kynect resources, and associated modules utilized for application and enrollment in programs including: (a) Supplemental Nutrition Assistance Program (SNAP); (b) Medicaid program under title XIX of the Social Security Act, 42 U.S.C 301 et seq.; (c) Children’s Health Insurance Program (CHIP) under title XXI of the Social Security Act, 42 U.S.C. 301 et seq., (d) Kentucky Transitional Assistance Program (KTAP); or (e) Child Care Assistance Program.

**kynect Benefits:** The modules of the IEES which is utilized for applications for SNAP, CCAP, KTAP, and other public assistance programs.

**kynect Health Coverage, Exchange, or State Based Marketplace (SBM):** The modules of the IEES which are utilized to determine eligibility for Qualified Health Plans (QHP) with or without financial assistance and special discounts, determine eligibility for Medicaid, enroll Kentuckians in QHPs or Managed Care Organizations (MCO) as appropriate.

**kynect Small Business Health Options Program (SHOP):** Program of the Kentucky Cabinet for Health and Family Services that determines eligibility of small employers to enroll and offer small group health coverage to their employees.

**Life Event:** Events that allow modification of coverage outside of the standard open enrollment period or trigger modifications during open enrollment. Examples include pregnancy (in the case of Medicaid), birth, adoption, death, and loss of employer-sponsored insurance.

**Medicaid:** A U.S. government program, financed by federal and state funds, of hospitalization and medical insurance for persons of all ages within certain income limits.

**Managed Care Organization (MCO):** An insurance company contracted by the Department for Medicaid Services (DMS) to provide services under KRS Chapter 205.

**Navigator Entity:** An entity selected by the DHBE who meets the requirements of section 45 CFR 155.210.

**Office of Health Data and Analytics:** The Kentucky Cabinet for Health and Family Services office responsible for implementation of Patient Protection and ACA.

**Open Enrollment:** The time period in which, absent a life event, individuals can enroll in insurance plans offered through the kynect Health Coverage.

**Outreach:** Communicating general information about the Exchange, Supplemental Nutrition Assistance Program (SNAP), Child Care Assistance Program (CCAP), health insurance options and insurance affordability programs to the general public. Distinct from Education.

**Payments:** Costs related to program management, coordination, monitoring and evaluation; providing information to consumers and local officials, preparing budgets, preparing performance reports, and resolving audit and monitoring findings.

**Qualified Health Plan (QHP):** A health plan certified by DHBE, for which Individuals can enroll in the portal.

**Qualified Health Plan Issuer (QHP Issuer):** An organization that administers a Qualified Health Plan.

**Region:** The eight regions for this program correspond to the Medicaid Managed Care Organization (MCO) regions for the Commonwealth of Kentucky.

**Self Service Portal (kynect.ky.gov):** The online access page for DHBE services. Through here, individuals, small businesses (i.e. SHOP employers), Navigators, CACs, and other Navigator affiliates and staffing, can log in and access plan information, enroll participants, and conduct enrollment maintenance.

**Small Business Health Options Program (SHOP):** The program designed to help small businesses offer group health insurance coverage to their employees. Currently, qualifying small businesses with 2-50 full-time equivalent employees will be eligible to participate in SHOP.

**Special Enrollment:** Updating enrollment information that may affect coverage during a time other than a regular enrollment period. Typically, a special enrollment is allowed when a life event occurs.

**Working Times:** Any time of the day or any day of the week that a Navigator provided by KIPDA is working on behalf of this contract.

### D. Map of Medicaid Managed Care Region 3





## II. SCOPE OF SERVICES

KIPDA seeks Contractors to provide Navigator services to population segments likely to enroll in Supplemental Nutrition Assistance Program (SNAP), Child Case Assistance Program (CCAP), Qualified Health Plans through KHBE, and the Small Business Health Options Program (SHOP). Contractors shall provide Navigator services in the following areas:

- Enrollment – assist individuals, families, and small businesses with enrollment in Qualified Health Plans and insurance affordability programs;
- Outreach – inform the public about kynect Health Coverage and health insurance options and insurance affordability programs; and
- Education – provide information to individuals and small businesses regarding health insurance, insurance affordability programs, and QHP selection.
- Application Assistance – Submit applications for other public assistance programs on behalf of Kentuckians.

Contractor shall ensure that Navigators provide the services meeting the following requirements:

1. Provide accurate and unbiased information to help the population understand and enroll for benefits;
2. Focus on understanding and meeting needs of underserved, vulnerable, and difficult to access populations;
3. Will primarily work with the public outside of their offices;
4. Conduct enrollment activities in a face-to-face manner;
5. Have an important role in conducting outreach and educational activities to better reach underserved and vulnerable populations;
6. Serve all Exchange consumers requesting their services, without discrimination;
7. Offer to refer individual consumer to other Navigators, CACs, or insurance agents, but shall provide services at the request of the consumer; and
8. Register for and successfully complete required Annual State Based Marketplace (SBM) kynector Certification training and any training required by Division of Health Benefit Exchange (DHBE).
9. Conduct all activities in a manner that is ethically sound and culturally appropriate.

DHBE and KIPDA reserve the right to approve and/or disapprove outreach and education locations and times. DHBE and KIPDA shall agree to substitute locations.

Unlike the individual market, SHOP enrollment is a year-round process. Enrollment and education activities for SHOP shall occur year-round.

### A. Navigator Roles and Responsibilities

Individuals provided by the Contractor shall be able to fulfill the duties for the duration of the contract by meeting the following Navigator responsibilities:

1. Assist individuals with the application and enrollment process using the Exchange or kynect, including re-enrollments, for Qualified Health Plans offered through the Exchange in the individual market, Medicaid, or KCHIP. This process will include, but not be limited to, explaining the purpose and functions of

kynect Health Coverage and kynect and providing information about premium assistance and cost-sharing reductions available through kynect Health Coverage and adequately answer consumer questions about enrollment.

2. Submit applications for SNAP and CCAP using kynect Benefits on behalf of Kentuckians and help to facilitate the collection and upload of needed documents.

3. Educate individuals regarding the health plans available to them. This shall include, but not be limited to, the ability to explain the differences in eligibility requirements for Medicaid and options for Qualified Health Plans available through kynect Health Coverage, and knowledge and ability to communicate in basic terms the premium assistance and cost-sharing reductions available at different income levels.

4. Demonstrate a working knowledge of the ACA and educate individuals regarding kynect Health Coverage and availability of agents, navigators, and CACs in the local community to assist with health plan applications and the open enrollment periods. Navigators should be familiar with the [kynect.ky.gov](http://kynect.ky.gov) shopping module (plan comparison and selection tool) to assist individuals with health plan applications. If a consumer would prefer to access the kynect Self Service Portal on their own, Navigators shall provide the consumer with the [kynect.ky.gov](http://kynect.ky.gov) website and address, the DHBE Contact Center phone number, and a list of agents, navigators, and CACs in the community, if requested.

5. Maintain sufficiently trained and experienced staff to perform the services required. Navigators shall successfully complete annual kynector Certification Training and shall achieve an assessment score of 80% or higher. Navigators may attempt a test no more than three times. After the second attempt, Navigators should contact KIPDA to request a third and final attempt making sure to pay close attention to all available training materials prior to attempting a third time. KIPDA will reach out to KHBE on behalf of the Navigator to secure a third attempt. Vendor shall, upon request, provide documentation to KIPDA and DHBE that all staff performing services under this Agreement have completed the required training and continuing education training and received a passing score to satisfy the certification requirements.

6. Ensure that the DHBE-approved policy and procedures for the Exchange are administered in a consistent manner. Ensure policy and procedures, clarifications, training material and case specific guidance provided by the DHBE related to the Agreement and issued to staff are approved by the DHBE prior to issuance. Ensure that appropriate DHBE staff is on the distribution list when policy clarifications are issued to staff through the [KHBE.Program@ky.gov](mailto:KHBE.Program@ky.gov) mailbox.

7. Educate consumers about the appeals process, and refer all identified issues, including complaints and customer services issues to the Exchange contact person.

8. Acknowledge that the documents, records, programs, data articles, memoranda and other materials stored, developed for and/or supplied to the DHBE under this Agreement shall be the property of DHBE and available to DHBE upon request.

9. Make no subcontract with any Third Party to fulfill the obligations set out in this Agreement.

10. Attend regional or statewide meetings either virtually, telephonically, or in-person to be informed of the status, updates, and impacts of the Exchange, upon request.

11. Guide consumers in modifying their coverage due to a life-changing event.

12. Abide by reporting standards on Exchange related activities identified in Section III.B: Navigators shall demonstrate a sufficient understanding of the following topics: use of comparison tools available on kynect Health Coverage; Health Insurance terminology; attributes and differences among various public assistance programs; and distinctions between various levels of coverage. Navigators shall participate in training and testing as required by DHBE, which includes annual recertification and continuing education.

13. Travel to consumer locations and local events to educate Kentuckians about the State Based Marketplace and assist with enrollment activities.

14. Assist DHBE in working local and regional community events to promote the State Based Marketplace.
15. Forward outreach requests received from outside entities to DHBE via email as soon as it is received in order to request approval to attend.
16. Accept referrals from other Navigator entities or Agents.
17. Provide access to oral interpretation of non-English languages to ensure meaningful access.
18. Provide services in a location that is accessible to those with disabilities and materials and other utilized tools (including, but not limited to, American Sign Language interpretation services) to those with disabilities.
19. Ensure that an authorized representative is present for disabled individuals (when applicable). This includes a caregiver, relative, guardian, or other person legally able to act on the applicant's behalf.
20. Provide unbiased guidance on the State Based Marketplace in a face-to-face setting
21. Achieve a high level of consumer satisfaction as evidenced by ratings reflected on the Consumer Satisfaction Surveys as mentioned in Section II.K: Customer Satisfaction Rating. In order to measure Consumer Satisfaction Rating, KIPDA shall distribute the DHBE approved Consumer Satisfaction Survey after the completion of each submitted application. Complaints are separate from the Consumer Satisfaction Survey and will also factor into the evaluation of KIPDA. Primary responsibility for taking, recording, and investigating complaints resides with DHBE, and KIPDA shall fully comply with all complaint investigations. KIPDA shall forward any complaints received to DHBE within seven (7) business days of receipt of the complaint and shall comply with all complaint investigations.
22. Utilize the Remote Identity Proofing (RIDP) function upon initiating a new application. If the RIDP function is bypassed, upload a copy of documentation used to verify identity.
23. Continue to maintain and service associated cases throughout the plan year, upon consumer or DHBE request.
24. Ensure that the Navigator's caseload is reassigned to available active Navigators in the event that the Navigator leaves the agency or is no longer performing Navigator duties. This should be done within three business days of the departing Navigator's last working day.

Navigators shall **not**:

1. Consistently refer consumers to a single Agent in exchange for unsanctioned compensation.
2. Be a health insurance issuer or issuer of stop loss insurance.
3. Be a subsidiary of a health insurance issuer.
4. Be an association that includes members of, or lobbies on behalf of, the insurance industry.
5. Receive any consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any individuals or small business group employees in a QHP or a non-QHP.
6. Be associated as the Navigator for a Medicaid application for themselves or their immediate household.

## B. Minimum Qualifications

Applicant shall ensure that all Navigators provide the minimum criteria listed below which includes being able to explain complex concepts in layman's terms.

**Outreach Related Navigators shall:**

1. Demonstrate an existing relationship with particular populations within Kentucky;
2. Understand the specialized needs of rural consumers; and

3. Maintain a valid driver's license to be able to drive to consumers' locations in order to assist them in a face-to-face setting; and
4. Provide proof of vehicle insurance appropriate for business use if a vehicle is used in the discharge of Navigator duties; and
5. Collect and maintain data on the populations served.
6. Staff outreach and/or enrollment events as requested by DHBE within 72 hours; and
7. Provide educational and informational materials, approved by CHFS Communications, for potential QHP, Medicaid/KCHIP, KI-HIPP, and other materials as directed by DHBE.

**Exchange Related Navigators shall:**

1. Demonstrate a sufficient understanding of the following topics:
  - a. Use of comparison tools available on kynect Health Coverage; and
  - b. Health insurance terminology; and
  - c. Attributes and differences among various public assistance programs; and
  - d. Distinctions between various levels of coverage.
2. Participate in training and testing as required by DHBE, which includes annual recertification and continuing education.
3. Help Kentuckians find health coverage and create referrals for resources.
4. Help residents address any needs and complete assessments.

**C. Transportation Requirements**

Navigator shall have reliable transportation to cover their assigned areas. Any vehicles used shall be insured for daily business use. During working times (refer to Section I.C: Definitions and Acronyms), only persons with a valid business reason related to the Application Navigator Program may be in the vehicle. Navigators shall provide proof of vehicle insurance appropriate for business use if a vehicle is used in the discharge of Navigator duties.

**D. Program Goals and Requirements for Contractors**

Provider shall accomplish each of the following goals and requirements of the Navigator Program.

**Coverage Model Goals**

1. Be accessible to individuals and small group businesses from 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, at a minimum, yet allow flexibility for events and appointments outside of regular business hours; and
2. Be implemented in an unbiased and objective manner that accounts for the demographics throughout Kentucky.

**Coverage Model Requirements**

1. Hold face-to-face meetings with individuals, families and employers to provide education and enrollment in their homes and other locations as needed;
2. Be available so that families who cannot readily reach offices will be able to complete enrollment and maintenance activities in locations convenient to them;
3. Provide program assistance via phone;
4. Provide assistance expeditiously;
5. Hold in-person outreach events at places where Kentuckians congregate;

6. Educate groups of people about DHBE and insurance options;
7. Provide services without discrimination based on protected classes;
8. Provide fair and equitable treatment when delivering services; and
9. Refer consumers to Agents, consumer assistance agencies as specified by DHBE or the Contact Center when additional guidance is needed; and
10. Ensure that consumers will receive service from the most qualified personnel.

### **Focus Goals**

1. Strategically target population segments in both individual and small group markets most likely to require assistance with enrollment; and
2. Be available to all regardless of need.

### **Focus Requirements**

1. Provide additional outreach in appropriate formats to populations identified as High Need so that High Need populations will receive and understand information about DHBE and its programs;
2. Provide program customizations and accommodations to make DHBE information and services relevant and accessible to High Need populations;
3. Provide complete access to DHBE information and services for High Need populations;
4. Provide effective service to all persons within the region interested in DHBE programs;
5. Provide access to Navigator services to all persons within the region;
6. Guarantee Navigators have adequate transportation to reach people in their homes, offices, and other locations; and
7. Provide Navigator services in locations convenient for the public.

### **Outreach Goals**

1. Provide outreach and education to target audiences efficiently; and
2. Educate the Kentucky population about kynect Health Coverage.

### **Outreach Requirements**

1. Utilize existing organizational relationships to efficiently and effectively deliver outreach to Kentuckians through a known, familiar method/manner; and
2. Provide services in the language of choice (or provide referrals to appropriate services), for deaf, hard of hearing, and visually impaired persons; and
3. Educate people, regardless of language, about the Exchange, insurance, insurance affordability programs, enrollment in QHP and maintaining QHP enrollment; and
4. Obtain prior approval from KIPDA for approval from DHBE and the CHFS Office of Public Affairs for materials used in media and mass communication;
5. Provide uniform, quality communications; and
6. Submit to KIPDA for approval all outreach and education locations and times for the next month at by the 15<sup>th</sup> of the month prior. For example, February events shall be submitted no later than January 15. Exceptions will be considered for outreach and education event requests the vendor receives from outside entities requesting vendor's attendance. Provider shall forward the initial request from outside entities to KIPDA via email as soon as it is received in order to request approval to attend; and
7. Shall hold outreach events in each county within assigned region. Vendor is required to hold a minimum of one successful public event in each county per month of the region. A successful event means an event: (1) that is advertised; (2) that has appropriate signage; (3) that yields at least 10 contacts or two

applications, and (4) that is properly staffed “at the table” within reason for the entire scheduled event time; and

8. All reasonable efforts should be made to avoid cancellation of advertised events with less than three days’ notice. If a cancellation cannot be avoided, then notification must be sent to KIPDA by provider. Follow the Event Approval Template for instructions on weather cancellations.

### **Operations Goals**

1. Provide high quality services;
2. Process and maintain consumer information in a manner consistent with DHBE privacy and security standards;
3. Collect and maintain data on populations served;
4. Provide access to oral interpretation of non-English languages to ensure meaningful access;
5. Provide services in a location that is accessible to those with disabilities and materials and other utilized tools to those with disabilities;
6. Ensure that an authorized representative is present for disabled individuals (when applicable);
7. Have well trained Navigators with the appropriate skill sets to meet each region’s specific needs;
8. Maintain a working knowledge of program regulations and the Exchange’s continuing education requirements; and
9. Provide auxiliary aids and services for effective communication at no cost to those with disabilities.
10. Actively recruit a diverse work force that is inclusive and reflective of Kentucky’s populations.
11. Establish relationships with communities and community-based organizations to inform and address local health equity issues.

### **Operations Requirements**

1. Report on performance metrics specified in Section II.I: Navigator Program Certification Requirements;
2. Provide monthly financial reports to demonstrate accountability for use of public funds and to drive program improvements;
3. Secure personal consumer information per HIPAA and other relevant state and federal statutes, regulations and rules (e.g., no e-mail or text messaging may be used to transmit private consumer information) so that consumer data will be safe, and consumers can trust the Navigator Program with private data required for enrollment; Any penalty incurred will be paid by vendor;
4. Demonstrate confidence and professionalism while serving consumers;
5. Designate a kynector to be available, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m. EST;
6. Provide appropriate levels of portal access to Navigators and revoke access when Navigators no longer need to use the portal, are separated from employment or are on extended leave;
7. Provide adequate Navigators who are available to meet program needs;
8. Provide adequate technology so that Navigators can fulfill their roles within the Navigator Program;
9. Provide efficient and effective service to consumers;
10. Maintain up-to-date certification of all program staffing through DHBE mandated trainings, certifications, and attestations;
11. Ensure staffing across the state will be uniformly trained, up-to-date on policies and be given the knowledge they need to provide quality service;
12. Provide culturally competent, capable staff who can provide High Need populations with a level of service, including access to oral interpretation of non-English languages, that will help the High Need population access DHBE programs and services to ensure meaningful access;

13. Follow the style guide adopted by DHBE to provide communications free of grammar and punctuation errors which are transmitted in accordance with privacy standards; and
14. Provide effective communications that engender a perception of professionalism in DHBE.

#### **Cost Effectiveness Goals**

1. Serve consumers in a cost-effective manner; and
2. Meet performance standards during the contract term in accordance with performance standards and reporting methods defined by DHBE.

#### **Cost Effectiveness Requirements**

1. Deploy resources efficiently within applicant's assigned region; and
2. Provide good value to Kentucky consumers with the Navigator Program expenditures.

#### **Change Management Goals**

1. Have defined processes to adapt to regulatory changes; and
2. Have defined processes to monitor the demographic environment and adapt the program.

#### **Change Management Requirements**

1. Adapt to regulatory and demographic changes communicated by DHBE in a time frame defined by DHBE; and
2. Provide consumers with current information or changes that may occur within the Exchange, including but not limited to, the marketplace, health benefit plans, the online system portal, administrative regulations, or federal updates relating to the ACA.

### **E. Privacy and Security Standard Requirements**

Both vendor and the Navigators provided by vendor shall meet the privacy and security standards listed in this section. Where policies overlap, vendor and Navigators provided by vendor shall adhere to the more stringent policy. The most recent versions for standards and specifications will be applicable. The Navigators provided by applicant shall comply with federal and state laws and regulations as well as Health Benefit Exchange policies relevant to system security, confidentiality and the safeguarding of information, including, but not limited to:

#### **Patient Protection and ACA, Public Law 111-148**

<http://www.gpo.gov/fdsys/pkg/PLAW-111publ148/pdf/PLAW-111publ148.pdf>

**HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164** Established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d) to protect the security, confidentiality, and integrity of health information

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/privacyrule/index.html>

**HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164**, Established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d) to protect individuals' electronic personal health information that is created, received, used, or maintained by a covered entity

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/index.html>

**Health Insurance Portability and Accountability Act of 1996 (HIPAA) Pursuant to sections 1104 and 1501 of ACA, including the privacy, security and transaction requirements; HIPAA Law**  
<https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/HIPAA-ACA/index>

## **Privacy and security standards of 45 C.F.R. 155.260**

### **F. Conflict of Interest Standard Requirements**

Provider and Navigators provided by provider shall meet the following conflict of interest standards requirements. If Contractor/Navigator works on non-Exchange programs, outside programs should not be promoted or worked on during time allocated for Exchange activities as defined in Section II: Scope of Services of this contract. Applicant shall ensure that all Navigators and other individuals provided as part of this contract adhere to the following:

### **G. Navigator Requirements**

An individual Navigator serving in the Program shall not:

1. Use or attempt to use their influence in any matter which involves a substantial conflict between their personal or private interest and their duties in the public interest;
2. Provide consumers with biased or partial information about plans for which consumers are eligible;
3. Select a plan on behalf of consumers;
4. Use their official position to obtain financial gain for themselves, or any members of their immediate family; and
5. Use or attempt to use their official position to secure or create privileges, exemption advantages or treatment for themselves or other against the public's interest at large.

### **Contractor and Contractor's Staffing Requirements**

Both provider and provider's Navigators and other individuals provided as part of this contract shall not:

1. Disclose or use confidential information acquired in the course of their official duties as a Navigator to further their own interests, economic or otherwise;
2. Receive direct or indirect payments from any health insurance issuer in connection with the enrollment of individuals or small business group employees in a Qualified Health Plan (QHP) or non-QHP as explicitly prohibited by Federal law;
3. Receive compensation of any kind from another entity outside of the DHBE for facilitating enrollment into health plans;
4. Receive any commission or any compensation for referring enrollees to an issuer, MCO, or agent;
5. Receive varying compensation based on plans or insurer chosen by the enrollees;
6. Receive or have an immediate family member receiving an investment in any note or debt from an insurer, except as to policy loans. Similarly, insurers are prohibited from extending a substantial investment to an individual serving in the Navigator Program or their immediate family member;
7. Work for restricted entities or individuals. Restricted entities or individuals include:
  - a. A health insurance issuer or stop loss carrier;
  - b. A subsidiary of a health insurance issuer or stop loss carrier;
  - c. An association that includes members of, or lobbies on behalf of, the insurance industry;
  - d. An individual or entity that receives any consideration directly or indirectly from any health insurance issuer or stop loss carrier in connection with the enrollment of any individuals or small business group employees in a QHP or a non-QHP; or



- e. A provider entity (including, but not limited to, hospitals, clinics, and physician practices) that is directly owned by, a subsidiary of, or exclusively contracts with, a single insurer or its subsidiaries, except in cases where the provider can demonstrate that due to geography or other factors, there are significant limitations on available insurers with whom to contract.
8. Use or attempt to use their position to secure or create privileges, exemptions, advantages, or treatment for itself or others against the public interest at large.

## H. Policies and Procedures

Vendor shall ensure that all Navigators and other individuals provided as part of this contract adhere to the following:

1. An individual serving in the Navigator Program shall agree to disclose any past compensation earned and received from insurers during the previous 24 months, reason for compensation, and whether or not they intend to receive future compensation from any plan or health insurer.
2. An individual serving in the Navigator Program shall, within 20 calendar days of employment, prepare and file, on a form prescribed by the Division of Health Benefit Exchange, an affidavit wherein such person states, under oath, whether or not they or a member of their immediate family is connected with the management of, or is financially interested, directly or indirectly, in any insurer, insurance agency or broker, or insurance transaction except as a policyholder or claimant under a policy. Such person shall, within 10 calendar days of any change in the facts recited therein, re-file such affidavit indicating such change. The original of the affidavit shall be retained in the Navigator files of the Kentucky Health Benefit Exchange.
3. Failure to maintain up-to-date information, or to submit the information within 35 calendar days of a request by DHBE, shall result in termination of an individual's participation in the Navigator Program. An individual's participation shall be terminated immediately if it is determined that the information provided at the time of application or reinstatement was incorrect, inaccurate, or incomplete and if provision of correct, accurate, and complete information would have resulted in the denial of the application.
4. A preliminary investigation of alleged unacceptable practice shall be conducted by DHBE if a complaint is received, or questionable or unacceptable practices are identified by the DHBE. An individual's participation may be terminated, and a period of exclusion imposed, if an administrative determination is made that the individual engaged in an unacceptable practice. If the findings of a preliminary investigation indicate that an incident of conflict of interest or fraud may have occurred, the individual may be terminated from the Navigator Program. If the situation warrants, a referral for a full investigation may be made to the appropriate agency.

## I. Navigator Program Certification Requirements

Provider shall ensure that all Navigator and other individuals provided as part of this contract adhere to the following requirements:

### **Individual Navigator Requirements**

Certification of individual Navigator is the process by which DHBE validates that Contractor's Navigator and other individuals provided as part of this contract have qualifications and knowledge required to serve in the Navigator Program. Each individual Navigator shall sufficiently complete the certification process which includes a background check, attestations, and training. Any individual Navigator who does not pass the background check to KHBE's standards shall not be allowed to serve in the Navigator Program.

1. Background Check

All provider staffing and prospective Navigators who plan to serve as Navigators to DHBE shall have a current and satisfactory state criminal background check from the Administrative Office of the Courts (AOC) in accordance with KRS 216.793, KRS 27A.300 and KRS 17.151 at the time of signing the contract. Current means within the last thirty (30) days. An online background check from the AOC website is recommended.

If an individual providing services under the contract has resided in a state other than Kentucky within the past ten (10) years, a records check shall be required of those states also.

Prospective Navigators are required to submit additional documents marked in the table below if they answer "yes" to any of the following questions which shall be answered and submitted to DHBE in conjunction with the required background check:

- a. Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime? ("Crime" includes a misdemeanor, felony or a military offense)
- b. Have you or any business in which you are or were an owner, partner, officer or director, or member or manager of a limited liability company ever been involved in an administrative proceeding regarding any professional or occupational license or registration?
- c. Has any demand been made or judgment rendered against you or any business in which you are or were an owner, partner, officer, or director, or member or manager of a limited liability company, for overdue monies by insurer, insured or producer, or have you ever been subject to a bankruptcy proceeding?
- d. Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?
- e. Are you currently a party to, or have you ever been found liable in, any lawsuit, arbitration, or mediation proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?
- f. Have you or any business in which you are or were an owner, partner, officer or director, member or manager of a limited liability company, ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct?
- g. Do you have a child support obligation in arrearage?

| Additional Required Documents (if answered "yes")   | Question # |   |   |   |   |   |   |
|---|------------|---|---|---|---|---|---|
|   | a          | b | c | d | e | f | g |
| A written statement explaining the circumstances of each incident   | X          | X |   |   | X | X | X |
| A copy of the charging document   | X          |   |   |   |   |   |   |
| A copy of the petition, complaint or other document that commenced the lawsuit of arbitration, or mediation                               |            |   |   |   | X |   |   |
| A copy of the official document which demonstrates the resolution of the charges or any final judgment                                    | X          | X |   |   | X |   |   |
| A copy of Notice of Hearing or other document that states the charges and allegations   |            | X |   |   |   |   |   |
| A written statement summarizing the details of indebtedness and arrangements for repayment, and/or type, date, and location of bankruptcy |            |   | X |   |   |   |   |
| Identify jurisdiction(s)  |            |   |   | X |   |   |   |
| Copies of all relevant documents  |            |   |   |   |   | X |   |

|   |  |  |  |  |  |  |  |   |
|---|--|--|--|--|--|--|--|---|
| Official documentation showing that child support payments are being made |  |  |  |  |  |  |  | X |
|---|--|--|--|--|--|--|--|---|

2. Attestation

Prospective Navigators shall attest to statements that apply to individuals provided by provider in the “Attestation for Vendors and Navigators Provided by Vendor” attached to the contract.

3. Training

Prospective Navigator shall complete kynector Certification training courses, KI-HIPP, and privacy and security training with an assessment score of 80% or higher. Navigator may attempt a test no more than three times to be fully certified.

After the second attempt, Navigators should contact KIPDA to request a third and final attempt making sure to pay close attention to all available training materials prior to attempting a third time. KIPDA will reach out to KHBE on behalf of the Navigator to secure a third attempt. Funds received from this contract may be utilized to cover reasonable travel cost. Additional training opportunities may be reimbursed if the training expenses have received prior approval by DHBE.

**Contractor (Entity) Requirements**

Before an entity can receive a contract to become a Navigator entity, the entity shall:

1. Collect and submit background checks, at vendors’ expense, for all individuals provided by the applicant who plan to serve as Navigators to DHBE; and
2. Attest to statements that apply to the applicant in the “Attestations for Vendors and Navigators Provided by Vendor” attached to the contract.

**Performance and Evaluation**

Provider shall ensure that all Navigators and other individuals provided as part of this contract meet the performance measures referenced in this section. KIPDA, Navigators, and individuals provided by the vendor shall conduct a minimum number of successful events, as outlined in Section II.D: Outreach Requirements, in KIPDA’s assigned region on a monthly basis in order to receive the fully DHBE approved invoiced amount. Benchmarks will be set by DHBE. If an individual no longer meets the requirements of a navigator as set forth in this agreement or fails to complete the trainings assigned by DHBE within the proscribed time period, vendor can no longer request reimbursement for this individual’s services and this individual’s access should be removed until the noncompliant individual can reapply as a navigator in accordance with 900 KAR 10:200.

Note – If applicant and navigators or other individuals provided by the applicant do not meet the minimum number of monthly events attended, that month’s approved invoiced amount may be reduced by 20%.

**J. Information Technology Requirements**

Provider shall provide all equipment necessary for Navigators to complete their job duties. At a minimum that includes a notebook (portable) or tablet computer and cellular phone. Purchase requests must be made using the most updated Purchase Request Template provided by KIPDA.

## K. Reporting Requirements

Reporting requirements are to be submitted by provider weekly by 12:00 p.m. Eastern Time each Friday using a self-reporting template provided by KIPDA. The reports shall include detailed monthly agency expenditures (invoice template provided by KIPDA and staff timesheets), performance measures, consumer satisfaction surveys, and data regarding education and outreach events attended or conducted by provider. Each report category shall be listed by county and region. These materials will be used to measure and track performance of provider and the Navigator Program as a whole. KIPDA reserves the right to amend measures as needed to better evaluate the Navigator Program. For events involving various programs, each attending Navigator shall allocate their time spent specific to the Navigator program and other programs involved in accordance with Section II.F: Conflict of Interest of this contract. KIPDA and Navigators provided by KIPDA shall meet the following conflict of interest standard requirements. If Contractor/Navigator works on non-Exchange programs, outside programs should not be promoted or worked on during time allocated for Exchange activities as defined in Section II: Scope of Services of this contract. KIPDA shall ensure that all Navigators and other individuals provided as part of this contract adhere to the following reporting requirements:

1. **Submission of Reports:** Provider shall be responsible for ongoing reporting as detailed below. Unless otherwise specified, all reports shall be submitted in an appropriate electronic format to the KIPDA Contact Person, Narissa Simon, at [Narissa.simon@kipda.org](mailto:Narissa.simon@kipda.org)
2. **Reporting Accuracy:** Provider shall ensure that all reports and documents provided by provider to KIPDA with respect to the Agreement are accurate, correct and complete to give KIPDA true and accurate knowledge of the subject matter thereof, and do not contain any material misrepresentations or omissions as of the date of delivery.
3. **Ad hoc Reports:** Provider shall prepare and submit to KIPDA, such reports as required and, in the time, requested. This includes reports of all information necessary for KIPDA to comply with applicable laws, rules, and regulations or to manage data that would not otherwise be available to KIPDA. Specifically, these reports shall include the following but may include other material as deemed necessary by KIPDA and DHBE.

### Required Performance Measures

Provider shall be responsible for reporting on the following categories every Friday by 12:00 p.m. Eastern Time for the week's activities:

#### *Coverage Model*

1. Number of Applications Started
2. Number of Applications Completed (Medicaid Eligible)
3. Number and Type of other Applications Completed
4. Number and Type of other Enrollments
5. Number of Applications Completed (QHP Eligible)
6. Number of Enrollments for QHP
7. Number of SNAP Applications Started
8. Number of CCAP Applications Started
9. Number of KCHIP Applications Started
10. Number of Applications In-Progress (Outstanding as of last day of reporting period)
11. Number of Medicaid Recertifications (this number is included in the month that the renewal was confirmed; NOT the renewal effective date month)

12. Number of QHP Renewals (this number is included in the month that the renewal was confirmed, NOT the renewal effective date month)
13. Total Drive Time (in hours)
14. Number of locations that require driving

#### *Focus*

1. Number of African Americans Enrolled
2. Number of Latinx Enrolled
3. Number of Others Enrolled
4. Number of Enrollment Related Contacts
5. Number of Hours spent on Enrollment Assistance
6. Number of Outreach and Education Related Contacts
7. Number of Referrals Sent and Type of Referral
8. Number of Referrals Received

#### *Outreach*

1. Number of Community Events attended for Navigator duties
2. Number of Person Hours spent at Community Events
3. Number of Office Hours held
4. Number of other Hours Spent on Outreach and Education
5. Number of Overtime Hours
6. Number of Presentations made, both in office and at outreach events
7. Number of Locations where outreach materials were disseminated
8. Number of Appointments with Consumers
9. Number of Direct Contacts (phone or in-person) with Consumers

#### *Operations*

1. Number of reported privacy and security incidents

#### *Talent Management*

1. Number of Navigators Trained and Certified
2. Average Consumer Satisfaction Rating

#### *Cost Effectiveness*

1. Amount of funds used on Enrollment Activities for the reporting month
2. Amount of funds used on Enrollment Activities YTD
3. Amount of funds used on Outreach Activities
4. Amount of funds used on Outreach Activities YTD

#### **Consumer Satisfaction Rating**

In order to measure Consumer Satisfaction Rating, vendor shall distribute the DHBE approved Consumer Satisfaction Survey after the completion of each submitted application.

Complaints are separate from the Consumer Satisfaction Survey and will also factor into the evaluation of provider. Primary responsibility for taking, recording, and investigating complaints resides with DHBE, and provider shall fully comply with all complaint investigations. Applicant shall forward any complaints

received to KIPDA within seven (7) business days of receipt of the complaint and shall comply with all complaint investigations.

#### **Outreach and Education Materials Submission**

In addition to the Required Performance Measures and Consumer Satisfaction Ratings, vendor shall submit proof of outreach and education activities at external or public events. Specifically, vendor shall provide the following information every Friday by 12:00 p.m. Eastern Time for the week's events, in conjunction with the required performance reporting, for each community event attended on behalf of the Navigator Program:

1. Name of Event
2. Venue
3. Date and Time
4. Estimated number of event attendees
5. List of promotional materials distributed
6. List of Navigator individuals in attendance
7. Photograph of kynector at booth. The individual must be in the picture with the booth. (will be used to verify event took place and may be used for marketing or otherwise distributed as DHBE sees fit)
8. Indication of whether the Navigator was invited or if provider was asked to participate in the event.

#### **KIPDA KHBE Program, KIPDA's Responsibilities**

The responsibilities of KIPDA include:

1. Evaluating provider's performance;
2. Monitoring provider's compliance with all Contract requirements;
3. Receiving, recording and investigating all complaints filed against vendor;
4. Approving provider's materials prior to being released in media and mass communications;
5. Tracking and monitoring reports submitted to KIPDA;
6. Reviewing, monitoring and approving/disapproving payment allocations and invoices received;
7. Verifying completion of Annual kynector SBM Certification Training.

#### **L. Monitoring Requirements - Federal and State**

1. The KIPDA and DHBE and/or its agents reserve the right to monitor, audit and track provider's performance over the course of this Agreement. KIPDA shall monitor activities and evaluate performance pursuant to the contract requirements and federal and state regulations and guidance. The information gathered may be used in the administration of the Agreement, including payment, and may be used when evaluating vendor in future procurements.
2. Provider shall be responsible for the performance of the Agreement and shall have internal monitoring procedures and processes in place to ensure compliance.
3. Provider shall cooperate with KIPDA and DHBE and/or its agents in the monitoring, tracking and/or auditing activity, which may require it to report progress and problems, provide documents, allow random inspections of its facilities, participate in scheduled meetings and monitoring, respond to requests for corrective action plans, and provide management reports as requested by KIPDA.
4. Upon receiving reports generated as a result of monitoring practices, provider shall determine activities and processes which require modifications in systems and procedures, and develop a Corrective

Action Plan, as agreed by both parties, for KIPDA review and approval. This Corrective Action Plan shall be designed to eliminate and/or minimize the types of deficiencies identified.

### **M. Related Documents and Materials Incorporated by Reference**

Refer to Federal Regulations: 45 CFR 155.210,  
45 CFR 155.215,  
45 CFR 155.225,  
45 CFR 155.260,  
45 CFR 155.285, and  
900 KAR 10:200

### III. PRICING AND INVOICING

Funding from this Agreement distributed through subsequent agreements with other entities shall not be issued as a “subrecipient” agreement or a subaward of federal financial assistance.

A. Vendor shall charge for the actual expenditures incurred while performing the activities of this contract, including but not limited to, direct personnel and operating costs, equipment, travel, training, registration/training fees and office supplies. KIPDA will reimburse for indirect charges up to a maximum of 15% of the indirect cost of the total cost. All salaries and benefits shall be paid in amounts commensurate with the percentage of time the Navigator devotes to the Navigator Program. The maximum hourly rate allowed for salaries shall be \$75 per hour. A property control ledger shall be maintained by vendor throughout the calendar year and provided to KIPDA by December 31<sup>st</sup> to [narissa.simon@kipda.org](mailto:narissa.simon@kipda.org).

B. 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, as specified in Section II.K-Reporting Requirements. 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 Navigator 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. The invoice shall include reporting of activities by county and region.

C. 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 Navigator activities must be pre-approved by KIPDA and DHBE. All hotel or conference/seminar training expenses must receive prior approval by KIPDA and DHBE to be reimbursed through this contract.

D. Agencies shall bill per person, per hour for Navigators and their supervisors. Hourly rate must be a minimum of \$15 and cannot exceed \$75. The hourly rate for each Navigator must be agreed to in writing in advance of work commencing. Charges for mileage and supplies relating to the program shall also be included.

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.

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

1. Vendor's name and address.
2. Contract number that invoice(s) are using for funding.



3. Clearly list dates of service (from and to). Example:  
Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX
4. Date of Invoice (date invoice is prepared). June's invoice should be prepared no later than August 15, 20XX.
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

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

## IV. 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.

|                         |   |
|-------------------------|---|
| <b>October 9, 2023</b>  | Request for Proposals released.   |
| <b>October 23, 2023</b> | Applicants are permitted to submit written questions up to the inquiry period conclusion October 23, 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 <a href="https://kipda.bonfirehub.com">https://kipda.bonfirehub.com</a> |
| <b>November 1, 2023</b> | Proposals must be submitted at <a href="https://kipda.bonfirehub.com">https://kipda.bonfirehub.com</a> by 12:00 Noon (Eastern Time).  |
| <b>November 2023</b>    | Evaluation Team reviews and scores proposals  |
| <b>December 2023</b>    | 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 1, 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.

## V. 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 October 23, 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.

## **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 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 Section V of 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 rejection 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.**

## VI. 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 January 1, 2024 and expire June 30, 2024. 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 subjected 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>) as **Appendix A**.

- **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>) as **Appendix B**.

## VII. SUBMISSION INSTRUCTIONS AND EVALUATION CRITERIA

### A. Proposal Submission

Each qualified Applicant shall submit only one (1) proposal. Alternate proposals shall not be accepted.

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. No cost information shall be provided in the technical portion.

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.

- Organization Profile Form signed by an agent authorized to bind the vendor
- Technical Proposal
- Cost Proposal
- 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

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.**

### B. Technical Proposal

Applicants must complete a technical proposal that provides a detailed response to the technical requirements outlined in Section II Scope of Work of this RFP. 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. Applicants are also to include information on previous experience in providing similar activities. **No cost information shall be in the technical proposal.**

Technical proposals shall be no longer than twenty (20) pages in length and provided as a PDF file uploaded to the KIPDA Procurement Portal.

### C. Cost Proposal

Applicants must submit a cost proposal that is separate from the technical proposal. 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 for 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 for 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.

### D. 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>

## E. Evaluation Criteria

| <b>Technical Proposal</b>  |  |
|--|--|
| <p><b>Minimum Qualifications</b></p> <ul style="list-style-type: none"> <li>i. Demonstrate an existing relationship with particular populations within Kentucky;</li> <li>ii. Understand the specialized needs of rural consumers; and</li> <li>iii. Maintain a valid driver's license to be able to drive to consumers' locations in order to assist them in a face-to-face setting; and</li> <li>iv. Provide proof of vehicle insurance appropriate for business use if a vehicle is used in the discharge of Navigator duties; and</li> <li>v. Collect and maintain data on the populations served.</li> <li>vi. Staff outreach and/or enrollment events as requested by DHBE within 72 hours; and</li> <li>vii. Provide educational and informational materials, approved by CHFS Communications, for potential QHP, Medicaid/KCHIP, KI-HIPP, and other materials as directed by DHBE</li> </ul> | 35 pts Total   |
| <p><b>Contractor Requirements</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>i. Transportation Requirements</li> <li>ii. Coverage Model Requirements</li> <li>iii. Focus Requirements</li> <li>iv. Outreach Requirements</li> <li>v. Operations Requirements</li> <li>vi. Cost Effectiveness Requirements</li> <li>vii. Change Management Requirements</li> <li>viii. Privacy and Security Standard Requirement</li> <li>ix. Contractor's Staffing Requirements</li> <li>x. Policies and Procedures</li> <li>xi. Navigator Program Certification Requirements</li> <li>xii. Information Technology Requirements</li> <li>xiii. Reporting Requirements</li> <li>xiv. Monitoring Requirements</li> </ul>         | 95 pts Total<br><br>2<br>5<br>3<br>10<br>3<br>2<br>10<br>10<br>15<br>10<br>5<br>5<br>5 |
| <p><b>Previous Experience</b></p> <p>Applicant demonstrates a previous experience with similar scope and size of proposed services to be provided.</p>   | 20 pts Total   |



| <b>Cost Proposal</b>                       |               |
|--|---------------|
| <b>Excel Workbook Budget and Narrative</b> | 100 pts Total |
| i. Expenses are reasonable and allowable   | 25            |
| ii. Lowest costs                           | 75            |
| <b>Total Points Possible for Proposal</b>  | <b>250</b>    |

## VIII. 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.