



K I P D A
 Kentuckiana Regional Planning
 & Development Agency

Area Agency on Aging & Independent Living (AAAIL)

11520 Commonwealth Drive
 Louisville, KY 40299

**Title III-B Ombudsman
 AND
 Title VII Elder Abuse and Ombudsman
 AND
 Kentucky State Long Term Care Ombudsman (SLTCO)**

Procurement Period: FY 2025 – FY 2027

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

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

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

Submission Deadline: May 8, 2024, 12:00 p.m. (Eastern Time)

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

KIPDA AAAIL 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 to the designated KIPDA Procurement portal: <https://kipda.bonfirehub.com/>. All responses must be received through this portal before the closing date and time, as identified in this request for proposals. **Proposals submitted by hard copy, mail, e-mail, or facsimile will not be considered. Proposals submitted after the established deadline will not be accepted.**

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I. OVERVIEW OF OMBUDSMAN PROCUREMENT

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

KIPDA is seeking proposals from organizations interested and capable of providing advocacy services to residents of area assisted living and long-term care facilities as directed by the Office of the State Long Term Care Ombudsman, and providing education and training for facility staff, residents, and caregivers on prevention of elder abuse. Applicants are invited to submit a proposal that meets the service requirements and proposal specifications and addresses all components of this service for the entire KIPDA region. Applications will not be accepted for less than regional coverage. KIPDA anticipates awarding one (1) contract for the provision of Long-Term Care Ombudsman services throughout the KIPDA region. Approximately \$300,000 is estimated to be available for the provision of ombudsman services, contingent upon availability of funding. The total allocation will potentially consist of federal and state funds. The provider chosen to conduct ombudsman services on behalf of seniors in the KIPDA region will be required to provide a 15% match for OAA (federal) funds, Title III and Title VII. State funds do not require match.

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

A. 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

B. Definitions and Acronyms

1. **AAAIL** means the Area Agency on Aging and Independent Living which resides within the ADD.
2. **ACL** means the Administration for Community Living.
3. **Assisted Living Community** means a licensed facility that provides sleeping accommodations and assisted living services set forth in the assisted living community's lease and policies for five (5) or more adult persons not related within the third degree of consanguinity to the owner or manager.
4. **Assisted Living Community with Dementia Care** means an assisted living community that is advertised, marketed, or otherwise promoted as providing specialized care for individuals with Alzheimer's disease or other dementia illnesses and disorders. An assisted living community with a secured dementia care unit shall be licensed as an assisted living community with dementia care.
5. **ADD** means the Area Development District pursuant to KRS 147A.050, also referred to as "Agency."
6. **Certified Ombudsman** means a person who has met minimum requirements and received a minimum of 24 hours of formal training from state approved curriculum regarding the Ombudsman program and has received certification by the Kentucky Long-Term Care Ombudsman.
7. **Disaster** means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, hailstorms, contaminated water, pandemic flu, nuclear war, radioactive waste leaks, snowstorm, public health emergency, terrorist attacks, accidents, or explosions which result in the halt or temporary discontinuation of services.
8. **District Long-Term Care Ombudsman (DLTCO)** means the individual certified by the Kentucky Long-Term Care Ombudsman to implement the Ombudsman provisions of the approved contract agency as defined in 910 KAR 1:210 Section 1(10).
9. **Facility** means those health-care facilities in the Commonwealth which are defined by the Cabinet for Health and Family Services to be family-care homes, personal-care homes, intermediate-care facilities, nursing facilities, nursing homes, intermediate care facilities for individuals with intellectual disabilities, and assisted living communities as defined in KRS 194A.700.
10. **Friendly Visitor** means a volunteer of the LTCOP that completes training from a state approved curriculum of a minimum of 2 hours of classroom training and participates in facility visitation(s) with the DLTCO, which shall include face-to-face resident conversations and interaction. Friendly visitors only provide visitation to residents in assisted living and long-term care facilities.
11. **Kentucky Long-Term Care Ombudsman Program (KLTCOP)** means the provisions or Ombudsman services to Kentuckians residing in facilities as defined by statute [KRS 216.510; KRS 194A.700; 910 KAR 1:210].
12. **Local Coordinating Council on Elder Abuse (LCCEA)** is a partnership between the Area Agencies on Aging and Independent Living and the local Adult Protective Services. These meetings will assist staff to develop and to build a community wide system of elder abuse prevention and intervention, identify and coordinate roles and services of local agencies; monitor, evaluate and promote services and serve as a clearinghouse for information on elder issues.
13. **LTCOP** means Long-Term Care Ombudsman Program.
14. **Protection & Advocacy Interim Settlement Agreement Meetings** means a group of agencies including Protection and Advocacy, the Long-Term Care Ombudsman Program, Guardianship, and Behavioral Health that complete case reviews of persons with serious mental illness (SMI), who currently live in a Personal Care Home (PCH), or who are at risk of entry into a PCH, and who qualify for the state supplement to be provided services in the most integrated setting.

15. **Third Party In-Kind Contributions** means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.
16. **Title III-B Ombudsman** means a program that advocates for the health, safety, welfare, and rights of long-term care residents pursuant to the OAA as amended.
17. **Title VII Elder Abuse** means a program to provide public education and awareness for the prevention of elder abuse, pursuant to the OAA.
18. **Title VII Ombudsman** means a program which provides services to assist residents by protecting the health, safety, welfare and rights of Kentuckians residing in assisted living and long-term care facilities pursuant to the OAA.
19. **WellSky Ombudsman** means a WellSky data system used to record and report data collected by the LTCOP (formerly referred to as Ombudsmanager), as well as the Social Assistance Management System (SAMS) which is a WellSky product currently being used as the state data system.

II. SCOPE OF SERVICES

A. Overview of Ombudsman and Elder Abuse Programs

In compliance with Titles III and VII of the Older Americans Act and 910 KAR 1:210, the Department for Aging and Independent Living (DAIL), Cabinet for Health and Family Services in the Commonwealth of Kentucky operates the Long-Term Care Ombudsman Program (LTCOP). The LTCOP protects and seeks to improve the quality of care and quality of life for residents of assisted living and long-term care facilities through advocacy for and on behalf of residents. Through the promotion of community awareness and involvement, the LTCOP will advocate annually by raising public awareness and providing education regarding issues affecting residents of assisted living and long-term care facilities that include elder abuse, policy and legislative issues. Through DAIL, the State LTCOP is contracted to administer and carry out the mandates of the Older Americans Act as amended in 2020, as well as federal regulations as promulgated, and state policies as issued. Through the State LTCOP, a District LTCOP is established in each Kentucky AAAIL District, to implement and oversee the performance of Ombudsman Services. The KIPDA District LTCOP provides all reports and information to both KIPDA and the State LTCOP that are necessary to meet Federal and State reporting requirements.

The State, Regional and District LTCOP and certified volunteer ombudsmen are authorized to investigate and resolve complaints made by or on behalf of residents of assisted living and long-term care facilities. These authorized individuals are responsible for pursuing administrative, legal or other appropriate remedies on behalf of residents of assisted living and long-term care facilities, in order to resolve the complaint to the resident's satisfaction.

Locally, the District LTCOP is designated to implement and oversee Ombudsman Services in the KIPDA region in accordance with State regulations. The District LTCOP represents the residents through a network of certified staff and volunteers who report to the KIPDA District Ombudsman. Outreach and advertisement of the LTCOP are conducted by the District Ombudsman through community presentations, education, printed advertisements to the community (particularly to senior citizens groups), churches, doctors, hospital social services, hospital administrators, drug stores, public services groups, social media, and civic organizations.

The District LTCO is responsible for establishing a network of trained and certified staff and volunteers to serve as Ombudsmen throughout the KIPDA region. The District Ombudsman must utilize resources such as community education, outreach to churches and civic organizations, college student and community partners, etcetera to expand and enhance the program each year. Certified staff and volunteers establish a contact person in each assisted living and long-term care facility and set up a reporting mechanism for complaints. Staff and volunteers will complete at least one (1) non-complaint related visit to the assisted living and long-term care facilities to which they are assigned.

B. Service Definitions

1. Title III-B Supportive Services

Ombudsman (1 Unit is 1 Activity) – Activities include: 1. Identifying, investigating, and resolving complaints that are made by, or on behalf of, residents; 2. Relate to action, inaction, or decisions that may adversely affect the health, safety, welfare, or rights of the residents; 3. Monitoring the development and implementation of federal and state policies and regulations related to long-term care and assisted living facilities; and 4. Providing information related to residents care and quality of life.

2. Title VII Elder Abuse and Ombudsman Programs

Elder Abuse Prevention (1 Units is 1 Activity) – Prevention of Elder Abuse, Neglect, and Exploitation. Activities include: 1. Development and strengthen community activities to prevent and treat elder abuse, neglect, and exploitations; 2. Use a comprehensive approach to identify and assist older individuals subject to abuse, neglect and exploitation; 3. Coordinate with other state and local programs and services to protect vulnerable adults, particularly older individuals. Activities includes the following categories:

- Complaints Closed
- Consultations to Facilities
- Consultations/Information to Individuals
- Participation in Facility Surveys
- Work with Resident Councils
- Work with Family Councils
- Facility Visits
- Work with Media
- Community Education
- Training for Volunteer Ombudsmen
- Training for Friendly Visitors
- Training for Ombudsman Staff
- Training for Facility Staff

3. State Long Term Ombudsman Program

Ombudsman (1 Unit is 1 Activity) – Activities include: 1. Identifying, investigating, and resolving complaints that are made by, or on behalf of, residents; 2. Relate to action, inaction, or decisions that may adversely affect the health, safety, welfare, or rights of the residents; 3. Monitoring the development and implementation of federal and state policies and regulations related to assisted living and long-term care facilities; and 4. Providing information related to residents care and quality of life.

C. Service Delivery and Funding

KIPDA is seeking proposals from organizations capable of providing Ombudsman services in the KIPDA region in accordance with Title III-B and Title VII of the Older Americans Act and the State Long Term Care Ombudsman program as regulated under 910 KAR 1:120. The counties served include the Kentucky counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble.

The purpose of the Ombudsman program is to advocate for residents of assisted living and long-term care facilities and residents of family care homes by notifying residents and family members of their rights, investigating and resolving complaints by or on behalf of older individuals who are residents of assisted living and long-term care facilities. In accordance with Title VII within the OAA, the LTCOP will also provide services to assist residents in protecting the health, safety, welfare and rights of Kentuckians residing in assisted living and long-term care facilities. The District Ombudsman is the individual responsible for

implementation and oversight of these services in addition to providing public information and education on Ombudsman services, elder abuse prevention and establishing a network of volunteers to become trained ombudsmen. The District Long Term Care Ombudsman is responsible for providing services for approximately 9,010 individuals residing in approximately 137 facilities.

An important component to assuring the success of the program is the establishment of a large, well-trained number of volunteer Ombudsmen. The District Long Term Care Ombudsman will have the responsibility for the recruitment and supervision of volunteer Long Term Care Ombudsmen sufficient in number to ensure the provision of Ombudsman services to each facility within the area served by KIPDA. It is the expectation of KIPDA that the District Ombudsman will not only maintain the established number of volunteer Ombudsmen but will also expand this number through volunteer recruitment efforts.

The District Ombudsman will ensure that:

1. All staff and volunteers hired as of January 1, 2016 will receive both a criminal background check and a Nurse Aide Abuse Registry check along with any additional background checks required by law. All staff and volunteers are also required to complete and return a Conflict of Interest and Confidentiality Form annually.
2. An Advisory Council is established that will provide advice regarding the planning and operation of the program, enhance community understanding and purposes of services and act as a multidisciplinary team to assist in obtaining resources to benefit residents of long-term care facilities.
3. Residents are informed of their rights through visits, presentations, printed information on important issues and instructions for residents on reporting and filing complaints.
4. Complaints are addressed with an initial investigation within 48 hours of the registered complaint.
5. Resources are available and updated regarding the methods on how to select a nursing home or assisted living facility.
6. In-service training will be provided at assisted living and long-term care facilities and civic organizations on the residents' rights, and how to recognize and report elder abuse.
7. Each assisted living and long-term care facility within the district receives a minimum of one (1) non-complaint related visit every ninety (90) days by a Certified Ombudsman or Friendly Visitor.
 - a. If a facility is deemed a "special focus facility" it is required that the DLCTO or a Certified Ombudsman visit the facility twice monthly and document the visits within the designated reporting program.
 - b. During a facility closure the DLCTO or designated Certified Ombudsman staff/volunteer shall be on site daily until the last resident is transitioned.
8. Mandatory trainings are attended by the DLCTO including Long-Term Care Program trainings and any additional trainings required by KLTCO or DAIL.
 - a. Training opportunities should also be allowed for volunteer Ombudsman candidates at least one time per quarter.
9. Documentation of the number of training sessions for new Certified Ombudsman staff or volunteers in WellSky Ombudsman. Documentation will show that 100% of Certification Training provided meets the minimum requirement of thirty-six (36) hours of Certification Training and two (2) hours for Friendly Visitors
10. Continuing education is provided to Certified Ombudsman and volunteers, excluding Certification Training, to ensure volunteers are aware of ongoing developments and skills needed to maintain health, safety, welfare, and rights of residents. District Programs will provide at a minimum, eighteen (18) of continuing education to Certified Ombudsman staff and volunteers and four (4)

hours for Friendly Visitors and Advisory Council Members. These trainings may coincide with advisory council meetings. These activities shall be documented in WellSky Ombudsman.

11. The general public stays advised regarding Federal, State and local inspection reports and advertises the availability of these reports to community organizations, family members, consumers and the general public.
12. Continuous Community Outreach and engagement with community partners is available to gain knowledge of community resources and services and the ability to inform and educate residents, sponsors, organizations, and the long-term care industry, and the general public on issues affecting the long-term care systems, the Ombudsman's Program, residents' rights and concerns per 910 KAR 1:210 Section 4 (2).
13. The resolution rate for each district program shall be seventy percent (70%) or higher each quarter. If the district program is not at seventy percent (70%) the district program shall submit a plan to both KIPDA and the KLTCO to increase the resolution rate for the next quarter.
14. A Certified Ombudsman or a LTCOP representative, at a minimum, attends one (1) nursing facility resident council meeting annually for every facility that has a council established in the district.
15. At a minimum, at least one (1) certified staff or volunteer ombudsman shall attend one nursing facility resident council meeting per month, which may coincide with a routine visit.
16. Participation in systems advocacy annually by raising public awareness and providing education regarding issues affecting Long-Term Care residents, including policy and legislative issues.
17. There shall be staff support as needed for the operation of the LTCO program such as custodial, fiscal management, clerical and telephone coverage.

D. Provider Responsibilities

The selected applicant will provide long-term care ombudsman services to residents of assisted living and long-term care facilities or persons applying for residency in an assisted living or long-term care facility and their families as follows:

A. RESPONSIBILITIES OF SUCCESSFUL APPLICANTS

1. Operate the District LTCOP in accordance with State and Federal laws, regulations and policies.
2. Assure that the District LTCOP performs the program components and adheres to the State approved Standard Operating Procedures.
3. Require the District Ombudsman to submit a District LTCOP Annual Plan to the AAAIL.
4. Provide a full-time District Ombudsman who:
 - a. Meets the applicable minimum qualifications; and
 - b. Must fulfill the duties outlined for District Ombudsman.
5. Provide District LTCO staff in addition to the District Ombudsman as required in order to:
 - a. Fulfill the Program Components; and
 - b. Maintain or exceed the level of services provided in the District during the previous fiscal year.
6. Assure that the District LTCOP data are provided to both KIPDA and the State Office of the SLTCO in the format required by DAIL in a specified time period.
7. Assure LTCOP attendance at certification training and all mandatory statewide LTCOP trainings.

8. Provide professional development opportunities for LTCOP staff.
9. Provide staff support as needed for the operation of the LTCOP such as custodial, fiscal management, clerical, and telephone coverage.
10. Arrange, in consultation with the State LTCOP and the AAAIL, if applicable, for temporary provisions of LTCOP services in the District when LTCOP staff of the LTCOP provider agency are unavailable or the staff position is vacant.
11. Perform each of its responsibilities in administering the District LTCOP in accordance with all applicable federal and state laws, regulations and policies.
12. Minutes from each Advisory Council meeting shall be sent to the Regional Ombudsman and the AAAIL within a specified time.
13. Provide approved Ombudsman services consistent with the provisions of this application and as approved in the final contract.
14. Assure the provision of services throughout the geographic area covered under provider's plan or proposal.
15. Treat clients in a respectful and dignified manner, involve the client and caregiver in the delivery of services and provide services in a timely and safe manner.
16. Permit staff of the Cabinet for Health and Family Services and KIPDA to monitor and evaluate services provided.
17. Maintain records to substantiate information reported related to delivery of services and units of service, number of unduplicated clients served, program income, match and client files to compile a record of services from the beginning date of service through the closure of the long-term care ombudsman service.
18. Ensure records are available and provided to KIPDA that reflect the amount reported as match toward the overall project cost.
19. Maintain written job descriptions for staff and volunteer positions (if applicable) involved in direct service delivery. Maintain written personnel policies and wage scales for each position and policies regarding volunteers serving on behalf of the organization.
20. Designate a supervisor to ensure that staff providing ombudsman services are provided with professional supervision, and to monitor the quality of service delivery.
21. Ensure criminal background checks in accordance with KRS 216.793.
22. Implement and utilize the WellSky Ombudsman electronic data and reporting system as required by the State LTCOP and DAIL. The applicant selected to provide Ombudsman Services is responsible for the accuracy of the data, entry of required data elements, and timely entry of data to ensure timely reporting of services, consistent with KIPDA policies and state guidelines.
23. In the event the electronic data and reporting system is temporarily inoperable, other methods to communicate between the provider and KIPDA shall include fax, email, or telephone.
24. Follow KIPDA's procedures for reporting units of service, adjustment to units of service, and charges for the delivery of services. If an error is identified after reporting service units and client numbers, an adjustment shall be made and KIPDA notified.
25. Ensure the accuracy of reports, units of service, and clients served on a monthly basis. Provide signed original invoices to KIPDA on a monthly or quarterly basis as approved by KIPDA by a date specified in the contract.
26. Submit timely monthly and quarterly reports on services. Maintain records to validate services reported. Maintain records to validate match reported to KIPDA.
27. Transfer of Client Records – In the event an agreement with KIPDA is terminated, copies of all appropriate records of all active clients and/or participant data shall be provided to the new Contractor.

28. Provide or arrange for appropriate insurance coverage to protect staff and volunteers from personal liabilities.
29. Provide and/or secure appropriate orientation and training prior to the delivery of services and continued in-service training for staff responsible for providing ombudsman services, including certification by the State Long Term Care Ombudsman.
30. Adhere to the guidelines set forth in the KIPDA Policy and Procedures Manual. The General and LTCOP sections of the KIPDA Policy and Procedures Manual will be available on Bonfire when the RFP is released.
31. Subcontracting is prohibited without prior written approval from DAIL and KIPDA.
32. Notify Adult Protective Services and KIPDA when potentially unsafe and/or hazardous conditions exist that may place the client or others in imminent danger.
33. Notify Adult Protective Services when there are suspicions of abuse, neglect or exploitation regardless of suspected perpetrator in accordance with KRS 209.

B. RESPONSIBILITIES OF THE DISTRICT OMBUDSMAN:

1. Assure services are accessible by telephone correspondence or person-to-person contact twenty-four hours a day, seven days a week.
2. Assure residents' rights are upheld and promote quality care in assisted living and long-term care facilities.
3. With consent from resident or legal guardian, refer reports of spousal or other abuse, neglect, and/or exploitation to the Department of Community Based Services and, if appropriate, the Kentucky Office of the Inspector General. Referrals under this subsection shall not affect the continuing duty, full freedom and independence of the District LTCOP.
4. Make referrals to county attorneys, legal aid agencies and legal assistance offices, with consent of the resident or legal representative of the resident.
5. Promote community involvement in the program by:
 - a. Publicizing the existence and function of the local and state programs;
 - b. Advising the public about the availability of current state, local and federal inspection reports, statements of deficiency and plans for correction for individual assisted living and long-term care facilities in the service area;
 - c. Organizing and implementing an active certified volunteer and friendly visitor program;
 - d. Assisting in the development of resident or family and friends' councils;
 - e. Sponsoring community education and training programs for long term care facilities, human service workers, families and the general public about long term care and residents' rights issues; and
 - f. Promoting citizen involvement in order to ensure regular visitations especially for those residents without available family or friends.
 - g. Providing Elder Abuse trainings to educate, inform and disseminate requirements for reporting elder abuse.
 - h. Participating in systems advocacy annually by raising public awareness and providing education regarding issues affecting long-term care residents including policy and legislative issues. These activities shall be documented in WellSky Ombudsman.
6. Implement accurate recordkeeping procedures to ensure:
 - a. An accurate record shall be maintained on each participant, which documents participant identification data, requests for service, eligibility for services provided, and follow-up;

- b. The timely and accurate reporting of data in the WellSky Ombudsman database as prescribed by the Department.
 - c. Reports for the Kentucky Long-Term Care Ombudsman are prepared and submitted in a format and timeframe as directed;
 - d. Procedures are followed to protect the identity, confidentiality and privacy of clients;
 - e. Non-client specific statistical and financial data are submitted to KIPDA as required.
7. Provide/share copies of all communications with the Kentucky Long Term Care Ombudsman to KIPDA AAAIL.
 8. Submit quarterly Advisory Council Meeting minutes to the Regional Ombudsman and KIPDA.
 9. Review facility bed-count within the KIPDA District and submit quarterly to the Regional Ombudsman acknowledgment of review and changes to the bed-count if applicable.
 10. Maintain the Institute of Medicine (IOM) recommended staffing ratio of one (1) ombudsman for every 2000 care beds.

C. MAINTENANCE OF PARTICIPANT RECORDS, FILES AND DOCUMENTATION

All investigatory files, complaints, responses to complaints and all other information related to any complaint or investigation maintained by the District LTCOP shall be considered confidential information. No person who gains access to residents' records shall discuss or disclose information in the records or disclose a resident's identity outside of the program without written consent of the resident or resident's legal representative, or upon court order. All case records need to be retained in a secured location for five (5) years after the close of services for a case.

The selected applicant will be responsible for maintaining records sufficient to report the number of units, individuals receiving ombudsman services, time records to validate units of service and a client file to record the history of Long-Term Care Ombudsman services and the final disposition of services. The selected applicant shall maintain a uniform reporting system to collect and analyze information on complaints and conditions in assisted living and long-term care facilities for the purpose of identifying and resolving significant problems. Further, the successful applicant organization will be responsible for securing, maintaining and reporting LTCOP client and service data using the WellSky Ombudsman software as prescribed by the Department for Aging and Independent Living.

The applicant shall maintain participant records in accordance with KIPDA policies and procedures. Copies of the Long-Term Care Complaint Form, supporting documentation and any other reports shall be maintained in confidential secured files and submitted, upon request, to KIPDA or the State Long Term Care Ombudsman.

D. LONG-TERM CARE OMBUDSMAN SERVICES FACILITIES AND OPERATIONS

The applicant shall ensure the following conditions of the facilities are maintained for purposes of providing Long Term Care Ombudsman Services:

1. Facilities

- a. The location of the Long-Term Care Ombudsman Program provider shall be in a location that is convenient for persons who require ombudsman services. The organization shall provide access in the community and to the general public in addition to the residents of long-term care facilities.
- b. Facilities shall comply with ADA and safety standards for services to the public.

- c. An emergency preparedness plan is developed and utilized in the event of emergencies, including weather-related emergencies and pandemic illness.

2. Operations:

- a. A sufficient number of staff is available to provide Ombudsman services for clients referred and eligible for the program, consistent with the parameters established in this application and the scope of the funded organization's ability to provide specific Long-Term Care Ombudsman services.
- b. The services shall be available to eligible clients at a convenient time and location to ensure equal access to services; for example, meet with clients at a location that may be outside of the facility where ombudsman staff is located, particularly long-term care facilities.
- c. Ensure the provision of services are made available to assisted living and long-term care facility residents with a record of services maintained in a secure environment. Records shall be available for review and monitoring by designated KIPDA staff and the State Long Term Care Ombudsman staff.
- d. Develop a process for monitoring the quality and effectiveness of services to eligible clients.
- e. Develop a process for ensuring case noting is comprehensive and accurate to ensure correct details are available.

E. REPORTS AND RECORD MAINTENANCE

Monthly and quarterly reports shall be submitted on a schedule established by KIPDA and electronic records entered and maintained in a timely manner as prescribed by the Department for Aging and Independent Living procedures. Monthly reports will include number of service units delivered as defined by the Department for LTCO services; the number of unduplicated clients served per month and year to date, verifiable match amount monthly, program income collected, and total amount due from KIPDA. Records shall be maintained in a manner that is sufficient to validate all information reported to KIPDA and the State Long Term Care Ombudsman Office.

The applicant shall maintain participant records in accordance with KIPDA Policies and Procedures. Long Term Care Complaint Forms and supporting documentation will be retained in confidential and secured files. Upon request, records will be submitted to the State Office of the Long-Term Care Ombudsman.

E. Minimum Requirements to Apply

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

- a. Financial Capability - Applicants must demonstrate financial solvency and be capable of supporting the programs and services described in the proposal. Applicants must have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
- b. Business Eligibility - Applicants must be registered and eligible to conduct business in Kentucky and with the Federal Government. Applicants must possess a Federal and State Tax Identification number. Applicants will be registered with the Secretary of State's Office if incorporated, possess a current 501(C)(3) certificate to conduct business as a not-for-profit organization, or shall possess a Business License issued by the Commonwealth of Kentucky. Applicants must have for one (1) year

prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers compensation policy in effect. Additionally, applicants shall not be ineligible to conduct business with the Federal Government as presented on the Federal Debarment and Suspension list.

- c. Experience – The applicant is experienced in the delivery of human service programs, in operating a senior programming site and able to provide evidence of sustainability in providing those services. At least three (3) years' experience is preferred.
- d. Reporting and Computer Systems – Applicant possesses computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Applicant can develop or currently has in place a reporting system to provide information regarding the units of service, number of KIPDA participants served, demographic data regarding those served, record of outcomes and time records for each service delivered. Applicant will utilize designated electronic client data and reporting system.
- e. Match – Applicant must be able to provide the minimum required match (15%) toward the overall cost of the program. Match can be either cash or in-kind third-party contribution.
- f. Facilities – Applicant facilities where services are to be performed will need to meet federal accessibility requirements and OSHA standards for safety and cleanliness.
- g. Staffing – Staff are available to deliver the services as proposed, have completed a criminal records check with a clean record prior to hire, and are licensed or trained as necessary to complete the services to be delivered.

III. PRICING AND INVOICING

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. All salaries and benefits shall be paid in amounts commensurate with the percentage of time the individual devotes to the ombudsman programs. A property control ledger shall be maintained by vendor throughout the calendar year and provided to KIPDA as specified in the contract.

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 program activities in the invoiced month. Payment for the invoiced month is contingent upon provider successfully meeting performance standards established by KIPDA in the contract month, meeting the quality standards set forth in the contract for ombudsman and elder abuse 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. 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. KIPDA will make payment after receipt of reimbursement of expenses from the Department of Aging and Independent living (typically within 60 days).

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

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

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

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 and satisfactory completion of the procurement process.

April 15, 2024	Request for Proposals released.
April 24, 2024	Applicant inquiry period concludes on April 24, 2024 by close of business. This period allows written contact with KIPDA for asking questions regarding the application and process. Questions must be submitted at https://kipda.bonfirehub.com/ .
May 8, 2024	Proposals must be submitted at https://kipda.bonfirehub.com/ by 12:00 Noon (Eastern Time).
May 2024	Evaluation Team reviews and scores proposals.
June 2024	Funding Committee of Advisory Council meets.
June 2024	KIPDA Board considers proposals.

Proposals must be submitted at <https://kipda.bonfirehub.com/> **no later than the scheduled deadline of 12:00 noon (Eastern Time), May 8, 2024**. All proposals will remain unopened until the deadline of submission has elapsed. The Executive Director of KIPDA, or designee, will open proposals.

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 for 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 April 24, 2024, 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 Ombudsman 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 for 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 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 outside of formal questions submitted through the designated email 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 July 1, 2024 and expire June 30, 2025. KIPDA reserves the right to renew this contract for up to two (2) additional two (2) year periods. Renewal shall be subject to prior approval from the Cabinet for Health and Family Services. KIPDA reserves the right to exercise any or all renewal options. KIPDA reserves the right to extend the contract for a period of less than the length of the above-referenced renewal period if such an extension is determined to be in the best interest of KIPDA.

C. Changes and Modifications to the Contract

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Second Party and KIPDA and incorporated as a written amendment by KIPDA prior to the effective date of such modification or change. Modification may be 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 Modifications 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 after receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 60 days).

G. Expenses

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

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

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

H. Advertising Award

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

I. No Required Use of Contract

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

J. Federal Funding Accountability and Transparency Act Compliance

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

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

K. CHFS Standard Terms and Conditions

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

- **Authorized to Do Business in Kentucky**

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

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

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

- **Force Majeure**

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

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

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

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability,

age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state or local laws. The Contractor agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not based on membership in a protected class: denied aid, care, services, or other benefits provided under this Contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility; or meeting other requirements or conditions that must be met to receive benefits.

3. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

4. Program or service solicitations or advertisements placed by or on behalf the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients

of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

- **HIPAA Confidentiality Compliance**

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

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

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

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

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

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

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

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

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

See:

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

- **Certification Regarding Drug-Free Workplace**

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

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

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

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

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

KRS 45A.485 also provides that, for the duration of any contract, the Contractor shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement

and their disqualification from eligibility for future state contracts for a period of two (2) years.

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

Contractor must check one:

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

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

L. Federal Requirements

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

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

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 the 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 submitted to KIPDA for consideration.

- Organization Profile Form signed by an agent authorized to bind the vendor
- Technical Proposal
- Cost Proposal (Excel workbook and Budget Narrative)
- Certification of Assurances and Compliance with General Provisions
- Prohibited Employee & Volunteer Activities Form
- Minimum Office Equipment and Software Requirements
- 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, e-mail, or facsimile 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 Services 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 of an Excel workbook that incorporates line-item costs and budget narrative. The budget narrative provides an explanation of the individual line-item costs through description, purpose and amount necessary to support the cost of services.

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

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

1. Travel for all staff will be limited to no more than the State mileage rate.
2. Food purchases for programs and services are unallowable with the Federal and State funds authorized through this procurement.
3. Only costs that are necessary, reasonable and allocable to the specific programs included in this procurement will be considered. Costs that are determined to be unnecessary or reasonable will be eliminated or reduced at the discretion of KIPDA. The costs incorporated into the project budget must only include the proportionate share 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. JavaScript must be enabled.

Need help? Please contact Bonfire directly at 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

Technical Proposal	
Minimum Qualifications	35 pts Total
Contractor Requirements 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.	95 pts Total
Previous Experience Applicant demonstrates a previous experience with similar scope and size of proposed services to be provided.	20 pts Total
Cost Proposal	
Excel Workbook Budget and Narrative	100 pts Total
i. Expenses are reasonable and allowable	25
ii. Expenses are justified in budget narrative	15
iii. Lowest costs	60
Total Points Possible for Proposal	250

I. 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.