

VENDOR GENERAL INSTRUCTIONS

1. RFP ORGANIZATION

Sections 1-4 contain language specific to the services requested and the terms and conditions of the contract itself.

Sections 6-9 contain information on the rules of procurement, how to submit a proposal and what to include in submittal, and how submittals will be evaluated.

The RFP and any Addenda thereto shall become part of the Contract with the successful Contractor and shall be incorporated by reference into the Contract.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

2. SCHEDULE OF ACTIVITIES

The schedule listed below presents the major activities associated with the RFP distribution, written questions, and proposal submission. While there is no guaranteed date for the award of a contract, an anticipated date of award is also given. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	September 5, 2023
Written Questions due by: 4:30 p.m.	September 15, 2023
Anticipated KY River ADD Response to Written Questions	September 29, 2023
Proposals Due by: 4:30 p.m.	November 3, 2023
Anticipated Date of Award:	January 30, 2024
Anticipated Contract effective Date:	July 1, 2024

All bidders are cautioned to be aware of the security in the building where proposals will be delivered. All bid/proposal deliveries shall be time stamped in the Department, as defined on the Solicitation Title Page immediately preceding the Table of Contents, no later than the due date and time defined in this Solicitation. In person or courier delivered bids/proposals in response to this Solicitation should be delivered a minimum of thirty minutes to an hour earlier than the published closing time to allow for a security check in and delivery the address listed on the Solicitation Title Page. Delays due to building security checks **shall not be** justification for acceptance of a late bid. Vendor attention to this advisory is encouraged.

*NOTE: ALL TIME REFERENCES ARE EASTERN TIME ZONE

3. ACCESS TO SOLICITATION AND ADDENDA

All questions must be submitted in writing to the Agency Contact listed as the Sole Point of Contact on the Title Page. Vendors are encouraged to submit written questions pursuant to

the Schedule of RFP Activities stated above. **Questions may be sent as an attachment to the e-mail if they are in Word format. Questions should be numbered without any column or tables.** Oral questions will not be accepted at any time. The final deadline for written questions is listed in the schedule above. No questions will be accepted after that date.

4. RFP TERMINOLOGY

For the purpose of this RFP, the following terms may be used interchangeably;

Proposer, Offeror, Contractor, Provider, Vendor, or Second Party

Contract Specialist, Buyer, Purchaser, or Contract Officer

RFP, Solicitation, or Procurement

Bid, Proposal, or Offer

Commonwealth of Kentucky, Commonwealth, or State

Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30

Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

5. Instructions and Terms for Bid Submission

Please see Section 6 for bidding instructions along with the terms that must be adhered to in order for a bid to be accepted and evaluated for the award of a contract.

6. E-Procurement Award Notification

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at <https://emars.ky.gov/online/vss/AltSelfService>. Vendors can search for the solicitation title or number in the keyword search field, or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to award. The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

Request for Proposal

For

HEMOCARE PROGRAM SERVICES

Solicitation No. - #2023-07 Homecare

Issued by

**Kentucky River Area Development District
Area Agency on Aging & Independent Living
Michelle Allen, Contract Specialist
941 North Main St
Hazard, KY 41701
Telephone: (606) 436-3158
E-mail: michelle@kradd.org**

Contents

SECTION 1.00 PURPOSE AND BACKGROUND

1.00—Purpose and Background

1.01—Acronyms

1.02—Definitions

1.00—Purpose and Background

1.02—Restrictions on Communications

1.03—RFP Terminology

1.04—RFP Definitions

1.05—RFP Organization

1.06—Schedule of RFP Activities

1.07—Questions Regarding this RFP

SECTION 2.00 SCOPE OF WORK

2.00—Services Required

2.01—Deliverables

2.02—Reporting Requirements

2.03—Pricing and Payment Requirements

2.04—KY River ADD/AAAIL/Agency Responsibilities

2.05—Monitoring Requirements – Federal and State

2.06—Performance and Evaluation

2.07—Related Documents and Materials Incorporated by Reference

2.08—Information Technology Requirements

SECTION 3—TERMS AND CONDITIONS OF THE CONTRACT

3.00—Beginning of Work

3.01—Contract Components and Order of Precedence

3.02—Term of Contract and Renewal Options

- 3.03–Changes and Modifications to the Contract
- 3.04–Changes in Scope
- 3.05–Contract Conformance
- 3.06—Notices
- 3.07–Payment
- 3.08–Expenses
- 3.09–Advertising Award
- 3.10–No Required Use of Contract
- 3.11–Federal Funding Accountability and Transparency Act Compliance
- 3.12 Minimum Wage for Service Providers

SECTION 4—KY RIVER ADD/AAAIL STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICE CONTRACTS

- 4.00–The Contract
- 4.01–Attachment(s)
- 4.02–Effective Date of Contract and Earliest Date of Payment
- 4.03–Contract Renewals
- 4.04–LRC Policies
- 4.05–Choice of Law and Forum
- 4.06–Cancellation
- 4.07–Funding Out Provision
- 4.08–Reduction in Contract Worker Hours
- 4.09–Authorized to do Business in Kentucky
- 4.10–Registration with the Secretary of State by a Foreign Entity
- 4.11–Purchasing and Specifications
- 4.12–Conflict-of-Interest Laws and Principles
- 4.13–Campaign Finance
- 4.14–Access to Records

- 4.15–Protest
- 4.16–Social Security
- 4.17–Violation of Tax and Employment Laws
- 4.18–Discrimination Prohibited (Because of Race, Religion, Color, National Origin, Sex, Sexual Orientation, Gender Identity, Age, or Disability)
- 4.19–Minority Recruitment, Hiring and Reporting Requirements
- 4.20–Assignment
- 4.21–Bankruptcy
- 4.22–Vendor Cooperation in Related Efforts
- 4.23–Notice
- 4.24–Headings
- 4.25–Severability
- 4.26–Indemnification
- 4.27–Sovereign Immunity
- 4.28–Force Majeure
- 4.29–Obligation of Good Faith
- 4.30–Code of Ethics
- 4.31–Influence on Purchasing and Other Business Transactions
- 4.32–Notices and Pamphlets
- 4.33–Service Delivery Requirements
- 4.34–Roles and Responsibilities for Proposed and Existing Staff
- 4.35–Terms and Conditions of Contract Payments
- 4.36–Total Amount of Funds and Budget Revisions
- 4.37–Travel and Travel Hourly Rate
- 4.38–Subcontractors
- 4.39–Responsibility for Subcontractor Contract Requirements
- 4.40–Subcontractor Monitoring Requirements

- 4.41–Cost Principles, Requirements and Limitations
- 4.42–Requirements and Limitations on Indirect or Administrative Cost Requirements
- 4.43–Financial Record Retention
- 4.44–Audit Requirements
- 4.45–Response/Compliance with Audit Findings
- 4.46–Equipment and Furniture
- 4.47–Property of KY River ADD/AAAIL
- 4.48–Property Control Ledger/Logs
- 4.49–Requirement of Inventory
- 4.50–Litigation Bond
- 4.51–Maintenance of Insurance
- 4.52–Research Project Approval and Institutional Review Board Requirements
- 4.53–Scientific Misconduct
- 4.54–Intellectual Property
- 4.55–Provisions for Termination
- 4.56–Turnover Assistance
- 4.57–Remedies for Breach
- 4.58–Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions
- 4.59–Licensure, Certification, and Registration
- 4.60–Permits, Licenses, Taxes and KY River ADD/AAAIL Registration
- 4.61–Legal Proceedings
- 4.62–Certification of Lobbying Activities
- 4.63–Certification Regarding Drug Free Workplace
- 4.64–Confidential Information
- 4.65–Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use
- 4.66–HIPAA Confidentiality Compliance

4.67–No Grant of Employment or Agency

SECTION 5—PROCUREMENT PROCESS AND REQUIREMENTS

5.00–Rules of Procurement

5.01–Approach

5.02–Independent Price Determination

5.03–No Contingent Fees

5.04–Cancellation of This Solicitation

5.05–Cost of Preparing Proposal

5.06–EEO Requirements

5.07–Waiver of Minor Irregularities

5.08–Clarifications of Proposal

5.09–Best and Final Offers

5.10–Rules of Withdrawal of Proposals

5.11–Disposition of Proposals

5.12–KY River ADD/AAAIL’s Right to Use Proposal Ideas

5.13–Confidentiality of Contract Terms

5.14–Prohibitions of Certain Conflicts of Interest

5.15–Sworn Statement Regarding Violations of Kentucky Revised Statutes

5.16–Open Records Law

5.17–Deviations to Provisions of the Solicitation

5.18–Vendor Response and Public Inspection

5.19–Reciprocal Preference for Resident Bidders and Preferences for a Qualified Bidder

SECTION 6—COMMUNICATIONS AND PROPOSAL SUBMISSION CRITERIA

6.00–Issuing Office

6.01–Restrictions on Communications

6.02–Proposal Submission

6.02 (a) Format of Program Narrative

6.03–Format of Technical Proposal

6.04–Format of Cost Proposal

6.05–Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

SECTION 7—RFP EVALUATION CRITERIA

7.01–Technical Evaluation Criteria

7.02–Technical Scoring Criteria

7.03–Cost Evaluation Criteria

7.04–Cost Scoring Criteria

7.05 - Program Narrative Evaluation Criteria

7.05 - Program Narrative Scoring Criteria

SECTION 8—ORAL PRESENTATIONS AND/OR NEGOTIATIONS

8.00–Right to Use Oral Presentations to Verify/Expand on Proposal

8.01–Right to Reject Based on Oral Presentations

8.02—Oral Presentations Evaluation Criteria

8.03–Negotiation

8.04–Items to Be Negotiated

SECTION 9—RANKING OF PROPOSALS AND AWARD OF CONTRACT

9.00–Best Interest of the KY River ADD/AAAIL

9.01–Total Points Possible for Proposal

ATTACHMENTS / DOCUMENTATION

A – Staff of the Qualified Agency

B – Board Members of the Qualified Agency

C – Site Page

- D – Proposed Budget
- E – Proposed Budget for Meal Service
- F – Projected Units of Service
- G – In-Kind Forms
- H – Transportation Schedule
- I – Subcontracts / Subcontractors

Section 1.00 Purpose and Background

1.00–Purpose and Background

Statement of Need

The KY River Area Development District (KRADD) Area Agency on Aging & Independent Living is seeking proposals from applicants/qualified agencies interested in and capable of providing Homecare Program Services, or in-home support and Services, to individuals 60 years of age and over who have functional disabilities and are at risk of long term institutional placement throughout the KRADD/AAAIL region which consists of Breathitt, Knott, Letcher, Leslie, Lee, Wolfe, Owsley and Perry Counties as described in KRS 205 and 910 KAR 1:180. Successful applicant(s) will be those deemed best qualified to provide the outlined services and will have a history of providing support and/or training to seniors 60 years of age and older, their families and caregivers.

Statement of Purpose

The purpose of this request is to seek proposals for delivery of the Homecare Program Services identified in this request from qualified agencies who meet the criteria set forth in this request and any other specifications as identified. KRADD allocates the funds it receives for Homecare services (in-home services) to be allocated for the direct services to clients through a network of provider established through the procurement process. The intent of Homecare Services is to provide services or in-home support and Services, to individuals 60 years of age and over who have functional disabilities and are at risk of long term institutional placement throughout the KRADD/AAAIL region which consists of Breathitt, Knott, Letcher, Leslie, Lee, Wolfe, Owsley and Perry Counties as described in KRS 205 and 910 KAR 1:180. Applicants chosen to become service providers will provide services from July 1, 2016 – June 30, 2017, with the option to extend the provision of services for subsequent fiscal year(s) through the procurement period, contingent upon the availability of funding, satisfactory performance of services, compliance with provisions of the awarded contract and mutual agreement by both parties. KRADD reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services to seniors in its region. Applicants must meet the criteria set forth in this request and other specifications as indicated. Service providers may cover one, all or any combination of counties allowed under this request. All applicants proposing to provide services must be prepared to provide the highest quality of service and strive toward effecting improvement in services. KRADD reserves the right to modify or redesign services offered by successful applicants if national, statewide or local initiatives change during the procurement

period. The implementation of the Older Americans Act Amendments of 2006 and initiatives of the Cabinet for Health and Family Services may dictate the need for modified, additional or elimination of particular services under Homecare Services.

SERVICES

Services will be offered by the provider as a cluster of available services to individuals approved and authorized to receive Homecare Services. Cluster of services shall include Homemaker and Personal Care services. Each client's care plan will designate the number of approved units of service based on the individual need as a result of the assessment conducted by KRADD. Providers are expected to carry out the services as scheduled or to contact KRADD and the client to request a modification to the care plan. Providers will need to have a Policy in place on how to handle service modification and have documentation in files as to how the modification of service was handled. KRADD reserves the right to modify the services or inclusion of services in this component for subsequent fiscal years if in the best interest of KRADD and Homecare Clients. To complete a responsive application for KRADD Homecare Services, KRADD is requesting that applicants make available all of the following services to eligible Homecare Clients:

Homemaker Services: Homemaker/Home Management –

A. General household activities, including but not limited to nonmedical personal care, shopping, meal preparation, and routine household care, provided by a trained homemaker when the person regularly responsible for these activities is temporarily absent or unable to manage the home and care for himself or others in the home.

Components of the Service: One unit of homemaker service is the provision of one-half (1/2) hour of service.

B. **Personal Care:** Services which include, but are not limited to, assisting the individual in Activities of Daily Living including routine bathing, feeding, hair care, mouth care, and skin care, helping with toileting, assistance in dressing, and helping identify and reporting health needs. These services do not require medical supervision, but are directed at maintaining, strengthening, or safeguarding the functioning of the client in their home.

Components of Service: One (1) unit of Personal Care is the provision of one-half (1/2) hour of service.

C. **ADDITIONAL SERVICES (NOT INCLUDED IN RFP):**

- **Homecare Home Delivered Meals:** KRADD will select and enter into a contract with the meal provider for the delivery of this service. It will not be the responsibility of bidding organizations to locate a meal provider and carry out this service. However,

entities selected to provide homecare services shall communicate with the KRADD case manager in the event a problem with the meal service occurs and the homecare worker is made aware of the problem.

The KRADD Area Agency on Aging service area is comprised of the following counties: Breathitt, Knott, Lee, Leslie, Letcher, Owsley, Perry and Wolfe. As the demographics of our communities continue to shift and change, our programs and service network must adjust to meet the needs and provide opportunities for its citizens. In particular, the senior service network must continue to develop and evolve into a system that has the ability to reach all of its older adults who are embarking upon eligibility for services described in this proposal.

It is the intent of KRADD/AAAIL to ensure available funding to assist in meeting the needs in both the urban and rural areas in the region. Particular emphasis will be placed on the coordination of funding with outside resources to expand the availability of services.

Restrictions on Communications

The Contract Specialist named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to:

Michelle Allen
(606) 436-3158
Fax – (606) 436-2144
E-mail – michelle@kradd.org

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any KRADD/AAAIL Staff concerning this RFP except:

- The contract specialist cited in this RFP; or
- Via written questions submitted to the contract specialist

The KRADD/AAAIL reserves the right to reject the proposal response for any violation of this provision.

1.01–Acronyms

KRADD AAAIL – Kentucky River Area Development District Area Agency on Aging and Independent Living

DAIL – Department for Aging and Independent Living

For the purpose of this RFP, the following terms may be used interchangeably;

- Proposer, Offeror, Contractor, Provider, Vendor, or Second Party
- Contract Specialist, Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer

- Fiscal Year will be defined as the KY River ADD/AAAIL fiscal year: July 1 through June 30

1.02—Definitions

1.--“AAAIL” means the Area Agency on Aging and Independent Living which resides within the ADD per KRS 147A.050.

2.--“ACL” means the Administration for Community Living.

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

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

5.--“CHFS” or “Cabinet” means the Cabinet for Health and Family Services per KRS 205.204.

6.--“DAIL” means the Department for Aging and Independent Living.

7.--“Department” means the Department for Aging and Independent Living.

8.--“District” means Area Development District pursuant to KRS 205.455(4).

9.--“Formal support system” means a service obtainable through public or private service programs.

10.--“Frail” means functionally impaired in the performance of two activities of daily living, three instrumental activities of daily living, or a combination of one activity of daily living and two instrumental activities of daily living.

11.--“ Homecare Program” means a program that offers in-home support and Services to individuals 60 years of age and over who have functional disabilities and are at risk of long term institutional placement. Services include personal care, home maker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment.

12.--“Informal support system” means any care provided to an individual, which is not provided as part of a public or private formal service program

13.--“NAPIS” means National Aging Program Information System.

14.--“RFP” means Request for Proposal

15.--“SAMS” means Social Assistance Management System which is a Harmony product currently being used as the State data system the main portal is located at: www.Agingnetwork.com. Also referred to as “State Data System” or Kentucky Data System”.

16.--“SOP” means Standard Operating Procedures located at www.chfs.ky.gov/DAIL/Standard Operating Procedures.

17.--Supplies shall include but not be limited to the following in home items; incontinent supplies, support hose, nutrition supplements, hearing aid batteries and glasses.

18.—“Waiting List” means a formal list of persons determined eligible, however, not yet receiving services.

Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions, and proposal submission. While there is no guaranteed date for the award of a contract, an anticipated date of award is also given. The KRADD/AAAIL reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

<u>Release of RFP</u>	<u>September 5, 2023</u>
<u>Written questions due by 4:30 PM</u>	<u>September 15, 2023</u>
<u>Kentucky River’s response to written questions</u>	<u>September 29, 2023</u>
<u>Proposals due by 4:30 PM</u>	<u>November 3, 2023</u>

Notice to Vendors:

All bid/proposal deliveries **shall be stamped** in the **Kentucky River Area Development Office at the Front Desk** no later than the due date and time defined in this Solicitation. In-person or courier delivered bids/proposals in response to this Solicitation should be delivered a minimum of thirty minutes to an hour earlier than the published closing time to allow for a security check-in and delivery to **Kentucky River Area Development District 941 North Main St Hazard, KY 41701**. **Delays shall not be justification for acceptance of a late bid or proposal.** Vendor attention to this advisory is encouraged.

<u>Anticipated date of award</u>	<u>January 30, 2024</u>
<u>Contract effective date</u>	<u>July 1, 2024</u>

NOTE: All times referenced are Eastern Time Zone.

1.07—Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to the Schedule of RFP Activities stated above. The final deadline for written questions is 4:30 PM September 15, 2023. No questions will be accepted after that date. **All questions should be sent to Michelle Allen at michelle@kradd.org . Questions may be sent as an attachment to the e-mail if they are in Word format. Questions should be numbered without any column or tables.** Oral questions will not be accepted at any time.

Section 2.00 Scope of Work

2.00—Services Required

The services to be provided are the Homecare Program services. Homecare Program Services include:

A. Homemaker Services: Homemaker/Home Management – General household activities (shopping, meal preparation, and routine household care) provided by a trained homemaker when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care for themselves or others in the home.

Components of the Service: One unit of homemaker service is the provision of one-half (1/2) hour of one or more of the following services:

1. Assistance with day-to-day household tasks necessary to maintain a person in their home.
 2. Teaching, instructing, and assisting with meal planning and preparation, nutrition, budgeting, shopping, laundry and general household management;
 3. Shopping for groceries, medications and other necessities.
-

B. Personal Care: Services which include, but are not limited to, assisting the individual in Activities of Daily Living including routine bathing, feeding, hair care, mouth care, and skin care, helping with toileting, assistance in dressing, and helping identify and reporting health needs. These services do not require medical supervision, but are directed at maintaining, strengthening, or safeguarding the functioning of the client in their home.

Components of Service: One (1) unit of Personal Care is the provision of one-half (1/2) hour of the following (in the client's home):

1. Instructing, teaching and assisting in the provision of routine and supportive tasks related to activities of daily living;
2. Reporting changes in client's condition to supervisor or case manager;
3. Ambulating and range of motion exercises when appropriate;
4. Performance of tasks to maintain the health and safety of the client, including the living environment;
5. Completion of appropriate records.

G. ADDITIONAL SERVICES (NOT INCLUDED IN THIS RFP):

Home Delivered Meals and Emergency Meals: KRADD will select and enter into a contract with the meal provider for the delivery of this service. It will not be the responsibility of bidding organizations to locate a meal provider and carry out this service. However, entities selected to provide homecare services shall communicate

with the KRADD case manager in the event a problem with the meal service occurs and the homecare worker is made aware of the problem.

Vendors are required to collect units of services provided in Homecare Program services and report those units to KRADD/AAAIL monthly. Vendor is required to enter service units into the electronic data system that is approved by KRADD/AAAIL and DAIL.

All applicants must submit a program narrative, which describes how you will implement your proposed services.

2.01—Deliverables

A. SERVICE DELIVERY REQUIREMENTS

The PROVIDER agrees to provide all proposed Homecare program services covering the designated service delivery area during contract period.

The Service Provider is exempt from providing services on eleven and one-half (11 ½) Holidays (i.e.-New Year's Day, Martin Luther King's Birthday, President's Day, (½) day Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve). Amendments are permissible, however, only eleven and one-half days shall be considered holidays.

Services need to be arranged for in advance if Homecare Program Staff anticipates inclement weather. Homecare Home Delivered Meal services need to be arranged for in advance if inclement weather is anticipated. Homecare Program staffs are required to attend all KY River ADD/AAAIL staff training days as well.

The PROVIDER agrees to provide services in accordance with the standards set forth in regulations of the Older Americans Act as Amended and further specified in the Aging Services Regulations, the Administrative Policies and Procedures Manual, the Standardized Service Definitions and the Standard Operating Procedures. Homecare Providers must pay employees working under the state funded programs at least \$10.10/hour. The provider agrees that an oral or written report shall be made immediately to the cabinet upon knowledge of suspected abuse, neglect, or exploitation of an adult KRS 209. The provider understands that the secretary of the Department of Health and Human Services has adopted Accredited Standards Committee X12 Version 5010 as the next Health Insurance Portability and Accountability Act (HIPAA) standard for HIPAA covered transactions. The final rule was published Jan. 16, 2009.

The PROVIDER agrees to provide at a minimum the stated quantity of units of service required herein to qualified persons in the designated service delivery area at a minimum rate of 25% of the annual units of service each quarter, with warranted consideration given to inclement weather days.

The PROVIDER agrees to prepare, post, and implement a weekly schedule for Homecare Program Staff. Provider understands that there must be a policy in place to keep program running and not have a disruption in client services due to shortage of staff.

B. HOMECARE SERVICE AGREEMENT

The PROVIDER agrees to prepare a plan to provide Homecare Services to the total elderly population in their service delivery area.

The PROVIDER agrees to provide assurances that the provision of service is based on:

- a. The uniform service definitions established by the Administration of Aging as set forth in the Older Americans Act.
- b. Offer in-home support and Services to individuals 60 years of age and over who have functional disabilities and are at risk of long term institutional placement. Services include personal care and home maker.
- c. Standard Operating Procedures (SOPs) provided by the Department for Aging and Independent Living, or any revisions thereto, during the Contract period.
- d. Comply with all applicable provisions of Homecare Older Americans Act of 1965, as amended, and the regulations promulgated there under.

Administer the Homecare Program for Older Persons in accordance with 910 KAR 1:180.

PROVIDER shall meet Homecare service responsibilities in accordance with SOP.

Providing staff in-services or one on one training as needed for program compliance.

Reporting to appropriate officials such as Department for Community Based Services, EMS, local law enforcement for follow up, conditions or circumstances which place the older person or the household of the older person in imminent danger.

Employ adequate qualified staff based on the number of program participants and the type of services provided.

Employ a site director on a paid or volunteer basis responsible for activities at the site.

Permit staff of the Kentucky River ADD/AAAIL, DAIL, and federal representatives to monitor and inspect the operation.

Attend meetings scheduled by DAIL and the Kentucky River ADD/AAAIL.

Provider understands that when closing a client/terminating a client or a client is receiving homecare services but qualifies for others where there is a waiting list, the client is directed to those services as they are available. The Provider understands that KRADD/AAAIL will provide

information thru the (ADRC) Aging and Disability Resource Center where individuals, families and professionals can find information and access care and services for the elderly and people with disabilities. The provider understands an annual satisfaction survey is completed on clients by the KRADD/AAAIL Homecare Program staff.

G. PROGRAM PARTICIPANTS

The PROVIDER agrees to provide services to eligible persons, defined as any person sixty (60) years of age or older who have functional disabilities and are at risk of long term institutional placement. Services shall be provided to persons who are frail who are impaired by two activities of daily living, three instrumental activities of daily living, or a combination of one activity of daily living and two instrumental activities of daily living

The PROVIDER agrees to, with the consent of the older person or their representative, bring to the attention of appropriate officials' information regarding conditions or circumstances that place the older person in imminent danger

2.02—Reporting Requirements

The service provider shall comply with all reporting requirements of the Area Agency on Aging and the Department for Aging and Independent Living.

Submit month-end paperwork by the 5th of each month to the KY River ADD/AAAIL. This allows KY River ADD/AAAIL program staff to ensure information was entered properly into data reporting system. Each PROVIDER is responsible to enter their own data into the data system.

Submit by the 5th of each month: Monthly Numbers for prior month.

Submit Administrative and Financial information by the 5th of the following month. Monthly financial reports should be formatted as follows: Actual revenues and expenses versus budgeted revenues and expenses and variance: i.e. – Balance Sheet and Income Statement.

2.03 – Pricing and Payment Requirements

HEMOCARE PROGRAM SERVICES BUDGET NARRATIVE

The budget narrative must be written to clarify and explain each line item of the budget.

1. All staff positions must be identified in the budget narrative. Percentage of program time for each employee should be specified in the narrative. An item listed as “Personnel” on the total budget page shall not be acceptable unless the budget narrative identifies the breakdown in amounts, by number and types of positions.

2. All other operating costs must be individually itemized on the total budget page. For example, a category of fringe must be broken down to FICA, health insurance, etc. If travel expenses are being charged, they must not exceed the state rate per mile.
3. If indirect costs are charged, these amounts must be clearly identified in the budget narrative and should match the total budget page.
4. All revenues must be applied to the itemized costs for which they are used, and in-kind contributions must be clearly identified as revenue and expense on the total budget page.
5. Each line item on the budget page must have written clarification in the budget narrative. For example, rent arrangements should be explained. Any in-kind revenues and/or expenses must be clearly described, including the source of the in-kind in the budget narrative.

2.04—KENTUCKY RIVER ADD/AAAIL/Agency Responsibilities

Responsibilities of the Area Development District (ADD)

As the contracted agent of the Cabinet for Health and Family Services for the administration of the Homecare Program Services the area development district's responsibilities include:

1. Complying with KRS 205.900 to KRS 205.905, acting for the Cabinet
2. Monitor, evaluate and report on the service delivery activities of the Second Party performed pursuant to this contract.
3. In conjunction with the Second Party, routinely review those components of the Aging Plan which specifically relate to this Contract, and evaluate the implementation activities related to those components; document and communicate all findings in a constructive manner.
4. Maintain complete and up to date policies and procedures to assist in the implementation of Homecare Program and furnish such policies and procedures in writing to the Second Party.
5. Provide consultation, technical assistance and/or training to the Second Party as deemed necessary for assistance in the performance of responsibilities and duties under this
6. Submitting monthly program reports to DAIL
7. Complying with the Cabinet's audit and record retention
8. With funds granted through the Cabinet for Health and Family Services/Department for Aging and Independent Living, furnish the necessary personnel, equipment, supplies and technical expertise to:
Establish and maintain for the PROVIDER an automated system for recording and reporting units of service, program participants and other relevant program services information.
9. The Provider under understands that the KRADD/AAAIL ADRC program will serve as an entry point to publicly administered long term supports including those funded under Medicaid, the Older Americans Act and state revenue programs.

The Kentucky River ADD/AAAIL agrees to perform all activities necessary to assure program quality and proper administration of the program components.

2.05 – General Information

1. Please submit the original and five (5) copies of the application. The original must be signed in blue ink.
2. Contractors must complete all service sections.
3. Use any charts, graphs, forms, and letters of support or other items deemed appropriate.
4. Return only the proposal and proposal narrative. Do not return instructions.
5. A table of contents must be included in front to identify the beginning of each section or subsection.
6. The RFP Review Committee will recommend funding awards to KY RIVER ADD/AAAIL's Aging Advisory Council.
7. Recommendations will be presented for review and approval by the KY River ADD/AAAIL's Board of Directors.
8. Proposed contractors as well as contractors not receiving awards will be contacted in writing.
9. Per Cabinet for Health and Family Services/Department of Aging and Independent Living approval, contracts will be awarded for implementation and services must begin on July 1, 2020.
10. All employees and volunteers are required to undergo a criminal records check. As per KRS: 216.785 to 216.793 a criminal records check is required for all employees and volunteers, or potential employees and volunteers, who will apply direct services. Applicants shall adhere to this policy.
11. All programs must be matched as per program requirements in Homecare Program Services, if required.
12. Please number pages of the proposal and proposal narrative that you submit to the KY River ADD/AAAIL.
13. Please do not submit pages in proposal and proposal narrative with both sides (front and back) completed. Pages should be completed on one side only for contract and proposal purposes.
14. The KY River ADD/AAAIL reserves the right to request full detailed budgets from any contractor submitting proposals for services, including sources of in-kind and program match funds.
15. Successful applicant shall submit on a specified date an audit in compliance with appropriate audit standards/monitoring reports as agreed upon. The audit shall comply with OMB A-133 as

amended, or if for-profit agency, provide audit requirements per KY River ADD/AAAIL, State and Federal government. Unsatisfactory compliance will be grounds to withhold funding and/or termination of contract. Full final payment, or an adequate portion thereof, will be retained until acceptable audit is received. In addition to the audit requirements, the service provider shall meet audit requirements for programs funded by State funds, which is Homecare, as follows: Contracts that receive a combined total of \$50,000 or more in State funds for these programs shall procure financial and compliance audit of these funds.

16. Contractors will be responsible for maintaining all client and program records as required by the KY River ADD/AAAIL and by the Homecare Program Services program and program will be monitored by KRADD Staff.

17. The applicant shall complete the application checklist that is provided and list the page numbers on which each item is addressed and return with the RFP.

18. The following pages must be signed by all applicants and submitted with proposal.

1. Applicant Cover Page
2. Terms and Conditions for Official Application
3. Assurance with Section 504 Rehabilitation Act
4. Assurance with Title VI of the Civil Rights Act (P. L. 88-352)
5. Assurance of Compliance with the Americans with Disabilities Act 1990
6. Applicant Assurance
7. Invoice Authorization Forms
8. Legal Authorization Forms

* Note: The application will be rejected if these pages are missing.

2.06 – Related Documents and Materials Incorporated by Reference

Attachments:

Staff of the Qualified Agency

Board Members of the Qualified Agency

Applicant Cover Page

Terms and Conditions

Assurance with Section 504

Assurance with Title VI of the Civil Rights Act

Assurance of Compliance with the ADA of 1990

Applicant Assurance

Invoice Authorization Form

Legal Authorization Form

Title III Application Checklist

Criteria for Evaluation

2.05—Monitoring Requirements – Federal and State

- A. --The KY River ADD/AAAIL and DAIL shall monitor and evaluate the performance of all programs and activities initiated under the Older Americans Act for quality and effectiveness (45 CFR 1321.11) and for compliance with the OAA and applicable DAIL SOPs in accordance with DAIL-GA 1.22.
- B. --The Provider shall respond to KRADD/AAAIL monitoring reports by submission of and compliance with a corrective action plan based on monitoring results.
- C. --The KY River ADD/AAAIL shall monitor and respond to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by the KY River ADD/AAAIL.

2.06—Performance and Evaluation

The Contractor/Provider shall meet the following Performance Measures:

I.--Administrative:

- A.—Ensure 100% of the monthly reports will be submitted by 5th of each month.
Ensure all report data is accurately reflected in SAMS.
- B.--Ensure one-hundred percent (100%) of internal monitoring findings of the Homecare Program be followed up with staff Training, and that corrective actions are provided to those staff with deficiencies
- C.-- Ensure 100% of referrals and intakes shall be completed through the district’s Aging and Disability Resource Center (ADRC) staff.

2.08—Information Technology Requirements

I.--Each provider shall comply with the Financial Management System Requirements, which includes establishing and/or maintaining a financial management system that:

- A.--Provides accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract, in accordance with reporting requirements set forth in the guidelines for allowable costs found in the applicable documents: OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and the federal agency’s grant management common rule.

B.--Provides complete records that identify the source and application of funds for activities, functions, and services performed pursuant to this Contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures, and income.

C.--Maintains effective control over and accountability for all funds, property, and other assets. The provider shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this Contract. An inventory must be maintained and a complete physical inventory of all equipment and/or furniture purchased under programs outlined in this contract must be conducted annually.

D.--Complies with procedures for determining reasonableness and allowability of costs in accordance the guidelines for allowable costs found in the applicable documents: OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and the federal agency's grant management common rule.

E.--Maintains accounting records that are supported by source documentation.

F.--Ensures that no other funds or assets of the Agency shall be co-mingled with the funds provided for the programs to be administered under this Contract to any other program account, and that these funds shall not be utilized for any purposes except those specifically identified herein.

G.--Monitors and responds to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by the Department.

H.--Uses 45 CFR Part 92 as the basis for determining any "allowable cost," except as otherwise specified in this Contract.

Applicant assures and will maintain accounting records that are supported by source documentation.

Applicant assures that no other funds or assets of the agency shall be co-mingled with the funds provided for the programs to be administered under this contract to any other program account, and that these funds shall not be utilized for any purpose except those specifically identified therein.

Contractor assures that it will participate in an audit annually. Audit will be provided to KRADD/AAAIL.

Section 3—Terms and Conditions of the Contract

3.00—Beginning of Work

The Contract is not effective and binding until approved by the Kentucky River Area Development District. The Contractor 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.

3.01—Contract Components and Order of Precedence

The Kentucky River ADD/AAAIL's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Kentucky River ADD/AAAIL and approved by the Aging Advisory Council and Kentucky River ADD Board of Directors shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The KRADD/AAAIL Solicitation, RFP 2023, and all attachments thereto, including Section 3—Terms and Conditions of a Contract with the Kentucky River ADD/AAAIL;
4. The Kentucky Revised Statutes KRS 45A.695 and FAP111-43-00;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

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

3.02—Term of Contract and Renewal Options

This Contract will be effective July 1, 2024 and expire June 30, 2028.

The terms and conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A. This Contract may be renewed at the completion of the initial Contract period for 2 additional 1 year periods upon the mutual agreement of the Parties and approval of the Kentucky River ADD/AAAIL. Such mutual agreement shall take the form of an addendum to the Contract under Section 3.03—Changes and Modifications to the Contract.

The Kentucky River ADD/AAAIL reserves the right not to exercise any or all renewal options. The Kentucky River ADD/AAAIL reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Contract Specialist to be in the best interest of the Kentucky River ADD/AAAIL.

This agreement is not effective until the Kentucky River ADD/AAAIL has approved the contract.

3.03—Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Kentucky River ADD/AAAIL, and incorporated as a written amendment by Kentucky River ADD/AAAIL prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Kentucky River ADD/AAAIL. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist, Michelle Allen, for consideration and decision.

3.04—Changes in Scope

The Kentucky River ADD/AAAIL 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 the Kentucky River ADD/AAAIL through the process described in Section 3.03—Changes and Modifications to the Contract.

3.05—Contract Conformance

If the Contract Specialist, Peggy Roll, determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract, the Contract Specialist may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Kentucky River ADD/AAAIL shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

3.06—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person listed in the Extended Description of Commodity Line 1 with a copy to the person listed below.

Michelle Allen
Kentucky River ADD/AAAIL
Kentucky River ADD
941 North Main St
Hazard, KY 41701
Email: michelle@kradd.org

With copy to:

Kim Coomer
Financial Director

Kentucky River ADD
941 North Main St
Hazard, KY 41701
Email: kim@kradd.org

Notices made by the KY River ADD/AAAIL to the Contractor shall be sent to the Representative listed in the Extended Description of Commodity Line 1.

3.07—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 as specified in Section 3.02. The Contract is not effective and binding until approved by the Kentucky River ADD/AAAIL.

The Contractor's invoice shall constitute an affirmation by the Contractor that the invoice truly and accurately represents work actually performed and expenses actually incurred. The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The Kentucky River ADD/AAAIL will make payment within thirty (30) working days of receipt of the Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453, KRS 45.454 and KRS 44.010. Invoices for payment shall be submitted in accordance with Section 2.08 – Payments and Invoicing.

Payments are predicated upon successful completion and acceptance of the described services and delivery of the required documentation. Payments on Personal Service Contracts shall not be authorized for services rendered if the Kentucky River ADD/AAAIL has disapproved the Contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the Kentucky River ADD/AAAIL.

3.08—Expenses

The Contractor 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 Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

- a. Invoicing for fee: The Contractor's fee shall be original invoice(s) and shall be documented. 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 Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract and if so the Contractors 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 Contractor must follow instructions prescribed in the specifications of the contract. Allowable expenses shall be documented and submitted on an original invoice or certified copy.

3.09—Advertising Award

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

3.10—No Required Use of Contract

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

3.11—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 Kentucky River ADD/AAAIL 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).

3.12—Minimum Wage for Service Providers

The contractor, and all subcontractors therein, shall pay to any worker directly performing a service called for in the contract, and to any person who provides a service ancillary thereto for at least 20% of his or her working time in any given work week, a minimum of \$7.25 per hour those hours worked in connection with the contract.

Section 4— Standard Terms and Conditions for Personal Service Contracts

The following standard terms and conditions shall be applicable to the solicitation and any contract(s) awarded.

4.00—The Contract

Whereas, the first party, Kentucky River ADD/AAIL, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the Kentucky River ADD/AAAIL, the contractor, is available and qualified to perform such function; and

Whereas, for the above mentioned reasons, Kentucky River ADD/AAAIL desires to avail itself of the services of the Contractor;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Kentucky River ADD/AAAIL and the Contractor agree to the terms and conditions as set forth in this Contract and as set forth in all Attachments incorporated by reference herein. This Contract and the Attachments incorporated by reference herein comprise a full and complete expression of the rights and obligations of the Parties as to the subject matter hereof and they shall supersede any and all other agreements, written or oral, heretofore made by the Parties.

4.01—Attachment(s)

The Attachment(s) as referenced in this Contract is/are incorporated into this Contract and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this Contract and its contract clause(s), this Contract shall prevail.

4.02—Effective Date of Contract and Earliest Date of Payment

The Contractor agrees to perform the services and functions specified during the term of this Contract. This agreement is not effective and binding until the Kentucky River ADD/AAAIL or his/her authorized designee have approved the contract. Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

4.03—Contract Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Kentucky River ADD/AAAIL in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

4.04—LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.05—Choice of Law and Forum

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Kentucky River ADD/AAAIL.

4.06—Cancellation

The Kentucky River ADD/AAAIL shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail. .The Contractor has the same such right to terminate said agreement, upon thirty (30) days written notice served on the Kentucky River ADD/AAAIL by registered mail or certified mail outlining the reasons for the cancellation.

4.07—Funding Out Provision

This Contract is expressly conditioned on the availability of state and federal appropriated funds. Kentucky River ADD/AAAIL shall fund the delivery of services and supports, and activities under the terms and conditions of this Contract to the extent that the funding allocations specified are made available to Kentucky River ADD/AAAIL. The Contractor shall have no right of action against Kentucky River ADD/AAAIL in the event that Kentucky River ADD/AAAIL is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to Kentucky River ADD/AAAIL or lack of sufficient funding to Kentucky River ADD/AAAIL for any activities or functions contained within the scope of this Contract.

Kentucky River ADD/AAAIL may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination of any cancellation or termination charges and without any other obligation or liability hereunder regardless of the terms of the contract. The agency shall provide the Contractor thirty (30) calendar days written notice of termination of the contract.

4.08—Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

4.09—Authorized to do Business in Kentucky

The Kentucky River ADD/AAAIL 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.

The Vendor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

4.10—Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity unless that foreign entity, on the records of the Secretary of State, holds a certificate of authority or a statement of foreign qualification. In addition, KRS 14A.9-010(6) states that in order to be eligible for award of a state contract under KRS Chapter 45A or 176, a foreign entity shall have a certificate of authority or a statement of foreign qualification. A Foreign entity is defined within KRS 14A.1-070.

Foreign entities not currently registered with the Secretary of State for a certificate of authority or a statement of foreign qualification must do so prior to the award of a contract. Foreign entities may register through the following online system: <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

4.11—Purchasing and Specifications

The Contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Kentucky River ADD/AAAIL.

4.12—Conflict-of-Interest Laws and Principles

The Contractor certifies that he is legally entitled to enter into this contract with the Kentucky River ADD/AAAIL, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

4.13—Campaign Finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

4.14—Access to Records

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, DAIL and the Kentucky River ADD/AAAIL, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the Kentucky River ADD/AAAIL and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the

Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

4.15—Protest

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

Any actual or prospective Contractor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. 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:

Secretary

Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601
Phone #: (502) 564-4240
Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

4.16—Social Security

The second party and all other parties so contracted for services under the scope of service of this contract are cognizant that the Kentucky River ADD/AAAIL (**is not**) liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the Second Party for this contract.

4.17—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 the state sales and use tax, corporate and utility 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 Vendor 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 Vendor shall be in continuous compliance with the provisions of those statutes which apply to the Vendor's operations,

and that the Vendor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the Vendor's disqualification from eligibility for future state contracts for a period of two (2) years.

Vendor must check one:

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

_____ The Vendor 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). A list of such determination(s) is attached.

4.18— Discrimination Prohibited (Because of Race, Religion, Color, National Origin, Sex, Sexual Orientation, Gender Identity, Age, or Disability)

During the performance of this contract, the Second Party shall:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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 the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Vendor will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin.

If a recipient of Federal Financial assistance, shall comply with Executive Order 13166, Federal Register Volume 65. No.50121, including but not limited to, language providing services to improve access to its programs and activities for persons, who, as a result of their national origin, are limited in their English proficiency ("LEP"). The language services shall:

- a) Be consistent with the general guidance document (LEP Guidance) 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; providing notice to LEP persons; monitoring compliance and updating the plan.)

4.19—Minority Recruitment, Hiring and Reporting Requirements

The Vendor shall maintain and provide documentation, as needed, of its minority recruiting and hiring policies and procedures, and make available, upon request, a report of these activities.

4.20—Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the Kentucky River ADD/AAAIL.

4.21—Bankruptcy

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

- a. promptly cures all defaults under this Contract;
- b. promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and
- c. provides adequate assurance of future performance, as determined by the Commonwealth.

4.22—Vendor Cooperation in Related Efforts

The KRADD/AAAIL may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Vendor shall fully cooperate with such other Vendors and KRADD/AAAIL employees. The Vendor shall not commit or permit any act that will interfere with the performance of work by any other Vendor or by KRADD/AAAIL employees.

4.23—Notice

Unless otherwise provided, all notices, consents, and other communications required and/or permitted by this Contract shall be in writing as specified in Section 5.07 and shall be deemed given to a Party when:

- a. Delivered to the appropriate address by hand, United States Postal Service, or by a nationally recognized overnight courier service (costs prepaid);
- b. Sent by facsimile with confirmation of transmission by the transmitting equipment; or
- c. Received or rejected by the addressee if sent by certified mail, return receipt requested.

If personally delivered, such notice shall be effective upon delivery and if mailed as provided for above, such notice shall be deemed effective three (3) calendar days after it is placed in the mail.

4.24—Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.25—Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

4.26—Indemnification

The Vendor shall indemnify and hold harmless Kentucky River ADD/AAAIL and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Vendor and or its Subcontractor(s); (c) the policies and procedures of the Vendor, specifically including all Vendor employment practices employed by Vendor during the term of this or any prior Agreement with Kentucky River ADD/AAAIL; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Vendor or any of Vendor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by Kentucky River ADD/AAAIL in an unauthorized manner, provided that such action was not taken by Vendor or as a result of the express written request of Kentucky River ADD/AAAIL; or (f) Vendor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Vendor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

4.27—Sovereign Immunity

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by Kentucky River ADD/AAAIL of any immunities from suit or from liability that Kentucky River ADD/AAAIL may have by operation of law.

4.28—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, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that Kentucky River ADD/AAAIL shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Vendor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Vendor shall cooperate and shall require that any Subcontractor cooperate with Kentucky River ADD/AAAIL 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 in writing with proof of receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

4.29—Obligation of Good Faith

Each party shall be obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly, honestly and reasonably with the other party, having due regard for all relevant facts and circumstances.

4.30—Code of Ethics

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

4.31—Influence on Purchasing and Other Business Transactions

The Contractor shall not attempt, in any manner, to unlawfully influence any business transactions in any way or respect, nor attempt in any way to influence specifications for or purchasing of services, commodities, or equipment by the Kentucky River ADD/AAAIL.

4.32—Notices and Pamphlets

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

4.33—Service Delivery Requirements

All services provided by the Contractor under the terms and conditions of this Contract shall be delivered in accordance with:

- a. All applicable federal and state statutes and regulations as they are currently in effect;
- b. All commitments and assurances as set forth in all Kentucky River ADD/AAAIL grant awards with respect to goals, strategies, funding, and outcomes made by the Kentucky River ADD/AAAIL as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
- c. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and the Kentucky River ADD/AAAIL and submitted to a federal agency.

4.34—Roles and Responsibilities for Proposed and Existing Staff

The roles and responsibilities and the written qualifying criteria for all personnel to be employed under the scope of work for all projects funded under this Contract, including any proposed employees under subcontract to the contractor, shall be in compliance with state and federal laws governing the distribution of funds and the performance of activities as set forth in this Contract. The contractor shall maintain and make available, upon written request, documentation of all personnel policies and procedures that govern the recruitment, hiring and performance evaluation for all personnel funded under this Contract. All employees hired by the contractor or its subcontractors and funded under the terms and conditions of this

Contract, shall have position descriptions which set out the required qualifications, skills and knowledge required to complete the scope of work as set out under this Contract.

4.35—Terms and Conditions of Contract Payments

The contractor shall not begin work on this Contract until the Kentucky River ADD/AAAIL has approved the Contract.

Kentucky River ADD/AAAIL shall make payment to the Contractor only after:

- a. The Contract is approved by the Kentucky River ADD Board of Directors;
- b. An invoice is submitted in the form described herein.

Once approved, Kentucky River ADD/AAAIL shall make payment to the contractor within thirty (30) business days of receipt of accurate, acceptable and timely invoices, as specified in the Contract, submitted by the Vendor under the terms and conditions of the Contract. Invoices shall be submitted every ninety (90) days unless this Contract specifies a different submission time period. Separate invoices shall be submitted for each distinct matter and signed by the individual responsible for that matter. Issuance of an invoice to the Kentucky River ADD/AAAIL by the contractor constitutes an affirmation that the invoice truly and accurately represents work actually performed and expenses actually incurred. Payment is contingent upon contractor's continued satisfactory performance throughout the duration of the Contract, as determined by the Kentucky River ADD/AAAIL.

Payment on personal service Contracts shall not be authorized for services rendered after the Government Contract Review Committee's disapproval, unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary of the Finance and Administration Cabinet. [KRS 45A.695(7)]

Kentucky River ADD/AAAIL shall reimburse the contractor for services rendered only. If, for any reason, the contractor is unable to render services, Kentucky River ADD/AAAIL shall not be liable for payment to the contractor for the time period in which the contractor does not provide the services for which Kentucky River ADD/AAAIL contracted.

Kentucky River ADD/AAAIL shall reimburse the contractor for benefits accrued during the Contract period only in accordance with the Approved Budget and shall not be liable for benefits accrued prior to the beginning of or after the end of the Contract period. All invoices for benefits, including sick, compensation, and annual leave time must be submitted prior to the Contract expiration date to be considered appropriate, acceptable, and timely.

Payment is subject to the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract. Kentucky River ADD/AAAIL retains the right to withhold payment if the contractor does not comply with Kentucky River ADD/AAAIL programmatic and fiscal reporting and monitoring requirements.

Pursuant to KRS 45A.695, **no payment shall be made on any personal service contract** unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by Kentucky River ADD/AAAIL.

4.36—Total Amount of Funds and Budget Revisions

The Vendor shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. Kentucky River ADD/AAAIL shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between Kentucky River ADD/AAAIL and the contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.37—Travel and Travel Hourly Rate

The contractor shall be paid for no travel expenses unless and except as specifically authorized under the specifications of this Contract. Travel reimbursement for activities under the terms and conditions of this Contract shall be in accordance with the Legislative Research Commission Government Contract Review Committee Travel Policy #98-1 and 200 KAR 2:006. It is the intent of the Kentucky River ADD/AAAIL that the contractor's employees and the subcontractor's employees are reimbursed for travel expenses at rates not to exceed the travel reimbursement rates authorized for state employees. No travel time or travel expenses shall be included in the hourly rates of the Vendor's employees, or any subcontractor's employees to the Vendor, under this Contract.

4.38—Subcontractors

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

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

4.39—Responsibility for Subcontractor Contract Requirements

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

No obligation or right of the Contractor under this Contract shall be subcontracted to another, without prior written approval, of Kentucky River ADD/AAAIL after Kentucky River ADD/AAAIL has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The contractor, upon the cabinet's request, shall submit the subcontract for approval to the Kentucky River ADD/AAAIL.

4.40—Subcontractor Monitoring Requirements

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

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

4.41—Cost Principles, Requirements and Limitations

The Second Party shall conform to the cost principles as set forth in 200 KAR 5:317; 2 CFR, Part 200; 45 CFR, Part 74; and 48 CFR, Part 31, as applicable. Where applicable and as revised, 45 CFR Parts 92, 96; Office of Management and Budget (OMB) Circulars A-122, A- 21, A-87, A-102, A-110, unless excluded by Federal laws or regulations. In addition to other provisions required by the Federal funding agency, all contracts issued under a Federal grant must comply with 2 CFR, Part 200, Appendix II, where applicable.

4.42—Requirements and Limitations on Indirect or Administrative Cost Requirements

Pursuant to 2 CFR, Part 200 (OMB A-87, OMB A-122 or OMB A-21, as revised or applicable), the Second Party shall maintain a written indirect cost allocation plan of direct and/or indirect costs if, in instances where the Second Party operates more than one (1) project, service, program, or activity. This provision is applicable to contracts that are of a cost reimbursement type.

The cost allocation plan shall be consistently and uniformly applied except where it is determined in writing by the Kentucky River ADD/AAAIL or his or her designee to be in the best interest of Kentucky River ADD/AAAIL to do otherwise.

The Second Party shall charge indirect costs in accordance with the lesser of either their approved federal rate or a maximum of 10% for their approved indirect cost plan. When the approved federal rate exceeds the allowable 10% indirect cost rate, the increased rate may be approved by the Kentucky River ADD/AAAIL. Kentucky River ADD/AAAIL shall recognize the cost allocation plan for purposes of recording and reporting reimbursable costs to the extent that such costs are allowable and within the administrative and/or indirect cost limitation as set forth in the approved budget for each funding source of this Contract. The Second Party shall submit two (2) copies of the federally approved indirect cost allocation rate and/or agency approved plan to the agency contact identified in **Section 3.06**.

4.43—Financial Record Retention

The contractor agrees to maintain all records pertaining to this contract for a period of not less than three (3) years after all matters pertaining to this contract (e.g., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract).

4.44—Audit Requirements

In the event that the contract is funded in whole or in part by a federal agency, and the Vendor is a non-federal entity identified within the contract as a sub recipient, the Vendor shall have a single audit conducted in accordance with Government Auditing Standards (GAS), Generally Accepted Auditing Standards (GAAS), and 2 CFR, Part 200, Subpart F (OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, where applicable) issued by the Comptroller General of the United States and the Office of Management and Budget as amended. See current requirements at <http://www.whitehouse.gov/omb/circulars/index.html>.

The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Vendor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the agency contact identified in Section 4.01, no later than six (6) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Vendor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable).

The audit report shall include a schedule of expenditures of federal awards as stipulated by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable) requirements and shall contain the following:

- a. The Catalog of Federal Domestic Assistance (CFDA) number;
- b. CFDA title/description;
- c. Pass-through entity's name and contract number.
- d. Entity's DUNS Number and Business name, as registered with the DUNS Number; and
- e. All other information as required in 2 CFR, Part 200.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Vendor shall include in the supplemental information a list of their subrecipients of federal monies received through this Contract and provide the following:

- a. Subrecipients name;
- b. CFDA number, title/description;
- c. Subrecipient's contract number;
- d. Subrecipient's expenditures; and
- e. All other information as required in 2 CFR, Part 200.

A copy of the engagement letter shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to the Vendor's fiscal year end, unless the Cabinet grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

4.45—Response/Compliance with Audit Findings

The Kentucky River ADD/AAAIL shall take action to ensure its or a subcontractor's compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section. This action will include Contractor's delivery to Kentucky River ADD/AAAIL, for Kentucky River ADD/AAAIL's approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Vendor shall bear the expense of compliance with any finding of noncompliance under this Section that is:

- a. Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Vendor's business;
- b. Performed by Vendor as part of this Contract; or
- c. Necessary due to Vendor's noncompliance with any law, regulation, rule, or audit requirement imposed on Vendor.

Kentucky River ADD/AAAIL may impose allowable sanctions pursuant to 2 CFR, §200.505 and §200.338 upon the Contractor's noncompliance with the requirements in Sections 4.30 or 4.31 of this agreement.

4.46—Equipment and Furniture

The contractor shall not purchase equipment or furniture with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

4.47—Property of Kentucky River ADD/AAAIL

Property purchased by the contractor for the purposes of fulfilling the requirements of this Contract, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of Kentucky River ADD/AAAIL with any single item purchase of \$500.00 or more, as well as single item purchases of \$5000.00 or more (capital expenditures), requiring prior approval by the Kentucky River ADD/AAAIL. Any Capital Expenditures of \$5,000 or more with Federal Dollars must also have the Federal Agency Prior Approval before the Federal government will allow the costs in accordance with 2 CFR, Part 200 (OMB Circular A-87, where applicable). All computer and information technology equipment purchases, regardless of cost, require prior approval from the Office of Administration and Technology Services and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Contract Specialist. This property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

4.48—Property Control Ledger/Logs

The contractor shall maintain a property control ledger/log that lists all property and/or furniture provided (whether leased or purchased) by Kentucky River ADD/AAAIL with funds from this contract. As items are procured, a copy of the information that follows must be provided immediately to the Kentucky River ADD/AAAIL Agency Property Officer such that a bar-coded Asset Tag can be assigned for all items with a cost of \$500 or more. The Vendor shall immediately affix the tag provided to the corresponding property.

- a. Kentucky River ADD/AAAIL Property Tag Number;
- b. Equipment serial number;
- c. Full Description of the item including make, model, color, etc;
- d. Unit invoice to include all cost (i.e. upgrades to the item such as additional computer memory purchased);
- e. Date of purchase and/or lease;
- f. Location where the equipment and furniture are located, include full address and state building number when applicable; and
- g. Name of individual responsible for the equipment.

Once tagged and upon receipt of the following information for all items purchased, the Cabinet's first party will secure insurance coverage for the item. If the Vendor fails to report the required information, loss of the item will be at their expense.

If there is a change to the information above during the course of this contract, a CHFS 117 is required to be submitted to the Kentucky River ADD/AAAIL Agency Property Officer.

4.49—Requirement of Inventory

1. Inventory Tracking

The contractor shall conduct a complete, physical inventory of all equipment and/or furniture provided by Kentucky River ADD/AAAIL and/or purchased with funds from this contract and provide such to the Kentucky River ADD/AAAIL Agency Property Officer by February 1st of each year unless otherwise stated herein. Said findings shall include the information in section 9.48 as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the Kentucky River ADD/AAAIL Agency Property Officer, but no later than February 1st, or as otherwise stated, with the corresponding inventory.

2. Loss/Destruction

The contractor shall immediately notify the Department immediately if an item purchased by Kentucky River ADD/AAAIL is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to Kentucky River ADD/AAAIL the item description and corresponding property tag number with a written explanation of how the item was damaged,

missing, and a police report if the item was stolen. The Kentucky River ADD/AAAIL will immediately notify the Agency Property Officer and the DFM, such that the proper steps can be taken to document/claim this loss to support replacement of the item if possible.

3. Surplus

All state owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the Cabinet. The CHFS, Office of Administration and Technology Services staff is responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplus or returned, the Vendor shall complete a B-217 and mail it to the Kentucky River ADD/AAAIL Agency Property Officer with a copy to the Kentucky River ADD/AAAIL within thirty (30) calendar days when any of the following occurs:

- a. The equipment or furniture is no longer needed by the Vendor and is available for surplus;
- b. The contract is terminated; or
- c. The contract period ends and will not be renewed.

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

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

If needed, both the CHFS 117 and 217 forms can be obtained by contacting the Contract Specialist.

4.50—Litigation Bond

The Offeror must provide a Litigation Bond in the amount of one hundred thousand dollars (\$100,000). The Litigation Bond shall remain in effect for two (2) years from the deadline for Proposal Submission. The Litigation Bond must be in the form of a policy or certificate issued by a surety company licensed to do business in the Commonwealth of Kentucky. In lieu of a Litigation Bond, an Offeror may file securities or an irrevocable Letter of Credit in the form required by KRS 154A.100 and KRS 154A.600 (5).

The Cabinet reserves the right to make a claim upon the Litigation Bond if all of the following apply:

The Offeror brings any legal action against the jurisdiction, the Cabinet, any officer or employee of the Cabinet, any consultant or employee of a consultant under Contract with the Cabinet, or any Retailer, over the issuance of the RFP, the selection of the Successful Offeror, or execution of a Contract with the Successful Offeror.

The jurisdiction, the Cabinet, or such other party is the prevailing party at the conclusion of the legal action.

A court determines that the action or any portion thereof was frivolous or was brought in bad faith, or was not brought upon reasonable grounds.

Following the signing of a Contract with the Successful Offeror, the Litigation Bond of any Offeror may be released upon acceptance by the Cabinet of a Offeror's covenant not to sue.

4.51—Maintenance of Insurance

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

To the extent that the contractor and any Subcontractor are not self-insured, each shall, in any event, name Kentucky River ADD/AAAIL as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The contractor and any Subcontractor shall notify Kentucky River ADD/AAAIL of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Kentucky River ADD/AAAIL.

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

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

Contractor shall notify Kentucky River ADD/AAAIL within five (5) business days of any cancellation or interruption of contractor or Subcontractor's insurance coverage. Kentucky River ADD/AAAIL shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days the Contractor and Kentucky River ADD/AAAIL. Contractor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, the contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

4.52—Research Project Approval and Institutional Review Board Requirements

Any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under 900 KAR 1:060 which provide for a Cabinet review of research projects supported or funded in whole or in part through Kentucky River ADD/AAAIL. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects, which Kentucky River ADD/AAAIL is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by KENTUCKY RIVER ADD/AAAIL. The project manager assigned by Kentucky River ADD/AAAIL will provide all documentation and protocols for review and approval by the Cabinet for Health and Family Services Institutional Board. No research may begin until such time as the Board reviews and approves the project.

4.53—Scientific Misconduct

The Second Party shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR 50.101 to 50.104 and 900 KAR 1:080 as amended, and shall be made available, upon request, to the Cabinet for Health and Family Services. The Second Party shall immediately report to Kentucky River ADD/AAAIL any activity reported to the Second Party under these terms and conditions. Notice shall be sent in writing to the Cabinet for Health and Family Services, 275 E. Main St., Frankfort, KY 40621 and Kentucky River ADD/AAAIL.

4.54—Intellectual Property

The Second Party agrees that any formulae, methodology, other reports and compilations of data provided by Kentucky River ADD/AAAIL to the Second Party for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of the Cabinet, unless the specific ownership of any proposed or developed formulae, methodology or data compilation analyses is otherwise identified in any Attachment(s). The Second Party further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Second Party during the course of work pursuant to this Contract shall be made available to Kentucky River ADD/AAAIL for the Cabinet's use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by Kentucky River ADD/AAAIL.

If any of these materials are included in any publication, training materials or presentations, or for any other type of release of this material other than for the purposes of meeting the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Second Party under this Contract.

Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:

- a) Patents;
- b) Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or
- c) Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

4.55—Provisions for Termination

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

This Contract may be terminated:

- a. If the contractor is in default of its contractual obligations, after the Kentucky River ADD/AAAIL has provided the contractor written notice of the identified deficiencies and a specified time to cure;
- b. For convenience of the Kentucky River ADD/AAAIL by providing the Vendor thirty (30) calendar days written notice of termination;

- c. Immediately for cause; or
- d. Upon less than thirty (30) calendar days' notice to the Vendor, upon written determination of the Kentucky River ADD/AAAIL, or his designee, for convenience of the Kentucky River ADD/AAAIL.

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

4.56—Turnover Assistance

Upon receipt of notice of termination of the Contract from Kentucky River ADD/AAAIL, the contractor shall provide any turnover assistance reasonably necessary to enable Kentucky River ADD/AAAIL or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself.

4.57—Remedies for Breach

It is agreed by the Parties that in the event of breach of contract by the Second Party, Kentucky River ADD/AAAIL may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to Kentucky River ADD/AAAIL may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Second Party to Kentucky River ADD/AAAIL for noncompliance as provided for in this Contract.

4.58—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, the Second Party certifies the following:

- a.) That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;
- b.) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such as prospective participant shall submit an explanation in writing to Kentucky River ADD/ AAAIL; and
- c.) That should the Second Party or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify Kentucky River ADD/ AAAIL of same.

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

4.59—Licensure, Certification, and Registration

The Contractor shall:

- a. Ensure that each employee under contract or in its employ obtains and maintains all appropriate licenses, registrations, and/or certifications (at all times) necessary to the extent such are required for performance under this Contract;
- b. Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and
- c. Produce copies of any employee's license, registration and/or certification at the request of Kentucky River ADD/ AAAIL or the Cabinet's designee.

4.60—Permits, Licenses, Taxes and Kentucky River ADD/ AAAIL

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

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. Additional local registration or license may be required, which shall be the responsibility of the Contractor.

The Contractor shall pay any sales, use, personal property and income taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

4.61—Legal Proceedings

Except as specifically disclosed in writing to Kentucky River ADD/AAAIL by the Second Party, prior to the date of this Contract, Second Party certifies there are no suits, investigations, or other proceedings pending or threatened against Second Party or any subcontractor which would have a material effect on Second Party's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Second Party shall use its best efforts to notify Kentucky River ADD/AAAIL within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Second Party related to this Contract. The Second Party shall send written notice to the Cabinet for Health and Family Services, Kentucky River ADD/AAAIL.

4.62—Certification of Lobbying Activities

Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U. S. Code. The Vendor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.63—Certification Regarding Drug Free Workplace

The Contractor hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR Part 182. The contractor shall at a minimum:

- A. 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;
- B. Establish an ongoing drug free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The contractor's policy of maintaining a drug free workplace;
 3. Available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violation.

4.64—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Kentucky River ADD/AAAIL, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Kentucky River ADD/AAAIL in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

1. Information which the Kentucky River ADD/AAAIL has released in writing from being maintained in confidence;

2. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.65—Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use

The Second Party agrees that it and any employee or agent acting on its behalf in providing services under this Contract will abide by the state and federal rules and regulations governing access to and use of information and data provided by Kentucky River ADD/AAAIL or collected by the Second Party and will use such information or data only for those purposes expressly delineated, defined and authorized in this Contract. In the performance of services under this Contract, the Second Party agrees as follows:

- a) The Second Party shall cause all personnel who may have access to confidential information provided by Kentucky River ADD/AAAIL to enter into Kentucky River ADD/AAAIL approved confidentiality agreements and shall maintain such confidentiality agreements on file. Kentucky River ADD/AAAIL reserves the right to direct the removal from contract administration, or the termination of access to Kentucky River ADD/AAAIL provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.
- b) Any subcontractor, their agent, and any of their employees who enter into any type of agreement to fulfill the requirements of this contractual agreement with the Second Party, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentiality agreements which may govern the terms and conditions in this Contract.
- c) Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by Kentucky River ADD/AAAIL before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.
- d) The Second Party shall permit unrestricted access on demand to personnel of Kentucky River ADD/AAAIL, the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

4.66—HIPAA Confidentiality Compliance

The Second Party 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) to protect the security, confidentiality, and integrity of health information. In the event, the Second Party is determined to be a business associate under HIPAA Privacy Rule, the Second Party agrees to execute a

separate Business Associate Agreement, and use and disclose Protected Health Information only in accordance with HIPAA Privacy Rule.

4.67—No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered an employee of Kentucky River ADD/AAAIL, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Second Party.

In no event shall any employee of the Second Party be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the Kentucky River ADD/AAAIL.

Section 5—Procurement Process and Requirements

5.00—Rules of Procurement

To facilitate this procurement, various rules have been established.

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.

5.01—Approach

The Kentucky River Area Development District (Kentucky River ADD/AAAIL), in the exercise of its lawful duties, has determined that the services outlined in this Solicitation are necessary for the performance of the statutory and regulatory requirements of the Kentucky River ADD/AAAIL. The Kentucky River ADD/AAAIL has concluded that either Kentucky River ADD/AAAIL staff are not available to perform these services or it would not be feasible to utilize Kentucky River ADD/AAAIL staff to perform these services. Additionally, a Second Party could be 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.

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.

5.02—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 Offeror or with any competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.

The Offeror must include a certified statement in the proposal that the price was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the contract, the contract shall be null and void and the contractor shall assume all costs of the project until such time that a new contractor is selected.

5.03—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 Offeror 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, the Kentucky River ADD/AAAIL shall have the right to reject the proposal or cancel the contract without liability.

5.04—Cancellation of This Solicitation

In accordance with KRS 45A.105, this Solicitation 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 the Kentucky River ADD/AAAIL. Receipt of proposal materials by the Kentucky River ADD/AAAIL or submission of a proposal to the Kentucky River ADD/AAAIL confers no rights upon the Proposer nor obligates the Kentucky River ADD/AAAIL in any manner.

5.05—Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The Kentucky River ADD/AAAIL will provide no reimbursement for such costs.

5.06—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 Contractor shall comply with all terms and conditions of the Act. Prior to issuing a contract award, <<Department>> will send copies of this documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance (EEO/CC) for review and approval. **No contract award will become effective until all forms are satisfactorily submitted and the office of EEO/CC has certified compliance.**

If applicable to this project, the contractor is advised that the following documents are required in accordance with the requirements of the Solicitation:

- EEO-1: Employer Information Report,
- Affidavit of Intent to Comply,
- a Subcontractor Report

OR

—A copy of the Kentucky EEO Approval Letter issued by the EEO/CC.

Contractors must advise each subcontractor with a subcontract of more than \$500,000.00 of the Contractor's obligation to comply with the KY EEO Act. Further, Contractors are responsible for compiling EEO documentation from their subcontractors and submitting the documentation to the office of EEO/CC.

Pursuant to KRS 45.610 (2), the office of EEO/CC reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000.00 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

All questions regarding EEO forms or contract compliance issues should be directed to the office of EEO/CC via e-mail: Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

Failure to comply or remain compliant with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.

5.07—Waiver of Minor Irregularities

The Kentucky River ADD/AAAIL 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 the Kentucky River ADD/AAAIL.

Where the Kentucky River ADD/AAAIL may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other requirements if the Offeror is awarded the contract.

5.08—Clarifications of Proposal

The Kentucky River ADD/AAAIL 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.

The Kentucky River ADD/AAAIL reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

5.09—Best and Final Offers

The Kentucky River ADD/AAAIL reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors 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.

5.10—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 to the Contract Specialist.

5.11—Disposition of Proposals

All proposals become the property of the Kentucky River ADD/AAAIL. The successful proposal will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Contract Specialist.

5.12—Kentucky River ADD/AAAIL's Right to Use Proposal Ideas

The Kentucky River ADD/AAAIL of Kentucky 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.

5.13—Confidentiality of Contract Terms

The Contractor and the Kentucky River ADD/AAAIL 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 Kentucky River ADD/AAAIL and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

5.14—Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Kentucky River ADD/AAAIL 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 contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the KY River ADD/AAAIL 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.

5.15—Sworn Statement Regarding Violations of Kentucky Revised Statutes

Pursuant to KRS 45A.485, Contractors 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 vendor is required to complete and submit the Sworn Statement Regarding Violations of Kentucky Revised Statutes with the Technical Proposal.

5.16—Open Records Law

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

5.17—Deviations to Provisions of the Solicitation

The provisions appearing elsewhere in this Solicitation shall become a part of any resulting contract. Any deviations from the provisions of the Solicitation must be specifically identified by the contractor 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 Solicitation. Deviations must be submitted as stated in Section 4 of this Solicitation. The Kentucky River ADD/AAAIL reserves the right to reject any and/or all deviations in whole or in part.

5.18—Vendor Response and Public Inspection

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Kentucky River ADD/AAAIL will not disclose any portions of the proposals prior to contract award to anyone outside the Kentucky River ADD/AAAIL except 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, the Kentucky River ADD/AAAIL shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record.

Any and all documents submitted by a Vendor 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 vendor's designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the Kentucky River ADD/AAAIL will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

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

5.19—Reciprocal Preference for Resident Bidders and Preferences for a Qualified Bidder

“The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.”

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has 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.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The Kentucky River ADD/AAAIL reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

Section 6—Communications and Proposal Submission Criteria

6.00—Issuing Office

The Kentucky River ADD/AAAIL is issuing this RFP on behalf of the Department for Aging & Independent Living. The Kentucky River ADD/AAAIL is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

6.01—Restrictions on Communications

The Contract Specialist listed on the Title Page immediately preceding the Table of Contents shall be the **sole point of contact throughout the procurement process**. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to them).

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Kentucky River ADD/AAAIL Staff concerning this RFP

The Kentucky River ADD/AAAIL reserves the right to reject the proposal response for any violation of this provision.

6.02—Proposal Submission

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

Failure to submit as specified may result in the proposal's rejection.

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

Proposals shall be submitted and include program narrative, technical proposal and the cost proposal. The RFP response shall include **one (1)** marked original and **four (4)** copies of the program narrative, technical proposal and cost proposal. **The copies must be exact replicas of the original proposal as individuals on the proposed evaluation committee will review the copies submitted. Information omitted from the copies may not be considered in the evaluation.**

All proposals must be received in accordance with the date and time listed in the Schedule of Activities listed in the Vendor General Instructions Sheet.

Proposals shall be submitted to the Contract Specialist listed on the Title Page immediately preceding the Table of Contents.

The outside cover of the package containing the program narrative, technical proposal and cost proposal shall be marked:

**Title of RFP
RFP Number
PROPOSAL
Name of Offeror**

The KY River ADD/AAAIL will accept all proposals properly submitted. However, the KY River ADD/AAAIL reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the KRADD/AAAIL.

In the event of any conflict or variation between the solicitation or modification as issued by the KRADD/AAAIL and the vendor's response, the version as issued shall prevail.

ELECTRONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED

6.02(a) Format of Program Narrative

All applicants must submit a program narrative, which describes how you will implement your proposed services. The narrative should include:

1. List Days and Hours of Operation:

2. Briefly describe Units of Service performance history with regard to direct service delivery of Homecare Services or similar services:
 - a. Homemaking Services

 - b. Personal Care Services

3. Briefly describe performance history with regard to direct service delivery of Homecare Program Services or similar services to individual persons for:
 - a. The total elderly population in your services delivery area:
 - b. Older minority individuals:
 - c. Older individuals with limited English speaking ability:
 - d. Older individuals who are frail:
 - e. Older individuals living in a rural setting:
 - f. Older individuals with the Greatest social/economic need:
 - g. Older individuals with severe disabilities:
 - h. Older individuals with Alzheimer's Disease or related disorder:
 - i. Caregiver's of older Alzheimer's individuals:
 - j. Caregiver's of other older individuals:

4. Describe in detail how the Homemaking will be implemented to serve the total elderly population in your service delivery area:
 - a. Describe the proposed route and the daily schedule for service:
 - b. How many days per week will you provide services?
Days/Week
 - c. How many clients do you propose serving each day?

5. Describe in detail how the Personal Care Services will be implemented to serve the total elderly population in your service delivery area:
 - a. Describe the proposed route and the daily schedule for service:
 - d. How many days per week will you provide services?
Days/Week
 - e. How many clients do you propose serving each day?

6. Describe in detail how the Homecare Program Services will be implemented to serve the elderly population in your service delivery area.

7. List components of your weather related “Emergency Plan” (i.e services due to inclement weather):
 - a. Cite conditions that invoke the Emergency Plan & actions to be taken:
 - b. Name of the principal contact person:

Phone #
 - c. How will Participants be informed?

8. List and briefly describe your working relationship with agencies and other service organizations also serving the Homecare Program target population.

ATTACHMENTS

1. The applicant shall submit an organizational chart, which clearly depicts the organizational structure of the agency. The chart should clearly identify the location of Homecare Services. The chart should indicate the Board of Directors and/or the advisory council.
2. The applicant shall provide a background description of the history and general philosophy of the agency or organization. Provide a general description of the agency and the services currently providing. Also, describe any previous experience in providing applicable services.

Geographic and handicapped accessibility should be specifically addressed.

Applicants must submit with application, copies of assurances of agency bonding and

insurance coverage (malpractice, auto, etc.) as required, when working directly with client. Submit certificate of insurance.

Submit current agency articles of incorporation and by-laws.

3. Submit a copy of the most recent financial statement. The applicant shall submit evidence of it's capacity to ensure proper planning, management, preparation and delivery of the services described herein.

If applicable, a letter of assurance is required to show that funds or in-kind used for these programs match is not supported by other Federal funds or are being used to match other programs. This letter must be included in your bid packet.

4. The applicant shall include a complete description of staffing including which staff are direct employees or contracted. The applicant shall describe how they will retain qualified staff. Include job descriptions and resumes of employees that will be paid from these program funds.

Complete the "Staff of the Qualified Agency" form included in this packet.

6. The applicant agency must assure the statutory requirements concerning the board of the qualified agency are met. The applicant should clearly state the method by which the requirements for board composition will be satisfied and the procedure to be observed to prevent conflict of interest. Complete the "Board Members of the Qualified Agency" included in this packet.

7. The applicant shall describe how the services will be delivered including establishing participant responsibilities, applicant responsibilities, and participant eligibility.

8. Describe how the agency will conduct outreach for applicants who may be eligible to participate in the Homecare programs

10. Describe and provide copies of any required agency license or ADA accessibility. Indicate if not applicable.

6.03—Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to arrange and label your submittal in this manner may result in rejection of your proposal.

Failure to submit the following documentation may result in rejection of your proposal.

Do not include any of your Cost Proposal pricing in your Technical Proposal

I. **Transmittal Letter** – a Transmittal letter shall be submitted on Vendor's letterhead, and signed by an agent authorized to bind the Vendor. The Transmittal letter shall include the following:

- A. A statement that **deviations** are included, if applicable.
- B. A statement that **proprietary information** is included, if applicable.
- C. A statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all the requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640.
- D. A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**.
- E. A statement certifying that the price in this proposal was arrived at **independently** without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
- F. A statement affirming that the Vendor is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in **good standing** with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
- G. The name, address, telephone number, fax number and email address and website address, if available, of the **contact person** to serve as a point of contact for day-to-day operation.
- H. **Subcontractor information** to include the name of company, address, telephone number and contact name, if applicable.
- I. Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

II. Completed and Signed Solicitation and Addenda – An authorized representative of the Vendor MUST complete and sign the Solicitation form. **Failure to sign shall render the bid response invalid.**

No hard copy bid shall be considered valid unless filled out in ink or typewritten and signed in ink,

The following information must be completed:

- A. "Vendor" box and "Remit To" box must be completed. Information required in the "Vendor" box includes the vendor name, address, telephone number, fax number and e-mail address. Provide the same information in the "Remit To" box if different than the vendor address.
- B. Vendor shall indicate ownership type.
- C. Vendor shall complete "FEIN" if applicable.
- D. Vendor shall provide date the form is completed and signed.
- E. Signed face of most recent Addenda, if applicable.

(Do not include line item detail pages that follow this Solicitation signature page in the Technical Proposal. These pages or the cost/budget form provided with the Solicitation (if applicable) shall be included in the Cost Proposal ONLY)

III. Signed and Notarized Required Affidavit for Bidders or Offerors (available at the following link) <http://finance.ky.gov/services/forms/Pages/default.aspx>

IV. Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status (if applicable) (available at the following link)

<http://finance.ky.gov/services/forms/Pages/default.aspx>

*Vendors not claiming Resident Bidder Status need not submit the affidavit.

V. Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status (if applicable) (available at the following link)

<http://finance.ky.gov/services/forms/Pages/default.aspx>

*Vendors not claiming Qualified Bidder Status need not submit the affidavit. Certificate of Authority to Transact Business in the Commonwealth (if applicable) Foreign entities should submit a copy of their certificate of authority to transact business in the Commonwealth

"certificate" with their solicitation response in accordance with Section 9.10. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#). If the certificate is not submitted with the proposal response, the Offeror shall submit the certificate within fourteen (14) days of the proposal response. Certificates not received within fourteen (14) days will cause the Offeror's proposal to be deemed non-responsive or the awarded contract to be cancelled.

VI. Response to the Technical Portion of the RFP—Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria in Section 3.00. No cost information shall be provided in the technical portion.

6.04—Format of Cost Proposal

The Cost Proposal Form(s) must be submitted under separate section from the Technical Proposal and must be arranged and labeled in the manner specified herein. The Proposal with the lowest price receives the maximum score. The proposal with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. **See Section 7.03 and 7.04 related to cost proposal**

6.05—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor certifies the following by signing this Solicitation and resulting Contract:

- a. That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to CHFS; and
- c. That should Vendor or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify CHFS of same.

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

Section 7—RFP Evaluation Criteria

The Kentucky River ADD/AAAIL will evaluate the proposals based on the following evaluation factors:

Technical Proposal, Cost Proposal (Forms Included), Program Narrative, and Budget. See attached Evaluation Criteria Form.

7.01—Technical Evaluation Criteria

The Ky River ADD/AAAIL shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The KY River ADD/AAAIL may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Ky River ADD/AAAIL reserves the right to reject all proposals.

The KY River ADD/AAAIL has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror. The KY River ADD/AAAIL reserves the right to alter the composition of the committees or to designate other staff to assist in the evaluation process.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor. This information must be attached with cross-references to the appropriated location in the Solicitation (i.e. page number, paragraph, subject, etc.).

The KY River ADD/AAAIL seeks responses that demonstrate 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.

The KY River ADD/AAAIL shall evaluate the proposals by assigning scores in the categories according to established criteria using a consensus or group scoring methodology. The KY River ADD/AAAIL reserves the right to conduct discussions with any bidder who has submitted a proposal to determine the bidder qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other bidders.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsive and ineligible for award.

7.02—Technical Scoring Criteria

The KY River ADD/AAAIL will evaluate the proposals based on the following evaluation factors:

See Evaluation Criteria Form

Criteria to be evaluated:

- a. Transmittal Letter: Needs to have all components included as listed in section 6.03
- b. Completed and signed solicitation and addenda
- c. Signed Notarized required affidavit for bidders or offerors
- d. Signed and notarized affidavit for bidders, offerors and contractors claiming qualified bidder status
- e. Signed and Notarized Required Affidavit for bidders, offerors, and contractors claiming qualified bidder status
- f. **Previous experience** – Agency should state the number of years of experience and describe the type of experience required.
- g. Agency should list any other requirements, documentation, etc. it wants the vendors to provide here.

**See Evaluation Criteria Form

Criteria	Points Possible
Transmittal letter signed and on letterhead (all requirements are included: deviations included, proprietary information included, statement that vendor will comply with KY Civil Rights Act, statement that vendor has not violated any provisions of the Executive Branch Code of Ethics, Statement that the price in the proposal was arrived at independently, Statement that the vendor is authorized to conduct business in this state, Contact information for contact person to serve as point of contact for day to day operations, completed and signed solicitation and addenda, signed and notarized required affidavit for bidders or offerors, signed and notarized required affidavit for bidders, offerors, and contractors claiming qualified bidder status, if applicable)	11
Total Points Possible for Technical Proposal	11

7.03—Cost Evaluation Criteria

The offeror is responsible for including and identifying all costs associated with the delivery of service. Offerors shall ONLY provide cost information on the Cost Proposal. Offerors shall submit their cost proposals in the manner set forth below otherwise the proposal may be deemed non-responsive.

The KY River ADD/AAAIL will evaluate the proposals based on the following: Completed Vendor Cost Proposal Form in attachment section and will take the lowest best bid.

7.04—Cost Scoring Criteria

**See Evaluation Criteria Form

Criteria	Possible Points
Cost Proposal form for Homecare Services completed	4
Total Cost Proposal Points	4

**The cost proposal with the lowest price will receive the maximum score. The other cost proposal scores will be determined by dividing the lowest price by the price offered in other proposals and then multiplied by the number of available points. EXAMPLE: Assume 50 points are available for cost and Firm A offers the lowest price of \$10. Firm A receives 50 points. Assume Firm B offers a price of \$12. Firm B receives 42 points per the following calculation: $10/12 = .83 \times 50 = 41.7$.

7.05 – Program Narrative Evaluation Criteria

Offerors shall submit their program narrative in the manner set forth below otherwise the proposal may be deemed non-responsive.

The KY River ADD/AAAIL will evaluate the proposals based on the following: **Vendor/Offeror must respond to questions listed in the program narrative format section 6.02(a)**

7.05 – Program Narrative Scoring Criteria

**See Evaluation Criteria Form

Criteria	Points Possible
Days of Operation Listed	1
Performance History description	3
Direct Service Delivery description	10
Delivery of Homecare Services description	15
Description of Emergency Plan	4
Description of Working Relationship with agencies	1
Total Points Possible for Technical Proposal	34

Section 8—Oral Presentations and/or Negotiations

8.00—Right to Use Oral Presentations to Verify/Expand on Proposal

The KY River ADD/AAAIL reserves the right to require Oral Presentations to verify or expand on the Technical or Cost Proposals.

8.01—Right to Reject Based on Oral Presentations

The KY River ADD/AAAIL reserves the right to reject any or all proposals in whole or in part based on the Oral Presentations.

8.02—Oral Presentations Evaluation Criteria

At a minimum, the top highest ranking vendors may be requested to provide oral presentations/demonstrations to answer questions or to clarify the understanding of the evaluators in accordance with the requirements of this Solicitation. The oral presentations shall be scheduled at the discretion of the KY River ADD/AAAIL. The KY River ADD/AAAIL reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

8.03—Negotiation

After determining the best proposal received, the KY River ADD/AAAIL reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror’s proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the KY River

ADD/AAAIL reserves the right to proceed to the next highest rated proposal. Terms and conditions that may be negotiated at the sole discretion of the KY River ADD/AAAIL include but are not limited to issues related to the Technical and/or Cost proposals.

The contract may be negotiated pursuant to KRS 45A.695 and FAP 111-43-00(1) (c).

8.04—Items to Be Negotiated

All items in this solicitation may be negotiated at the discretion of the KY River ADD/AAAIL.

Section 9—Ranking of Proposals and Award of Contract

9.00—Best Interest of the KY River ADD/AAAIL

The KY River ADD/AAAIL will rank the proposal in the manner set forth in the Evaluation Criteria within this Solicitation. However, the KY River ADD/AAAIL reserves the right to reject any or all proposals in whole or in part based on the best interest of the KY River ADD/AAAIL.

9.01—Total Points Possible for Proposal

Criteria	Points Possible
Technical Proposal	11
Cost Proposal	2
Program Narrative	25
General Information	15
Documentation	9
Budget	1
Other	1
Oral Presentation (if applicable)	
Total Points Possible for Proposal	64