# Commonwealth of Kentucky

## SOLICITATION

**TITLE:** FY16 K-TAP DDS Medical Consultants

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<th>DATE ISSUED</th>
<th>SOLICITATION CLOSES</th>
<th>SOLICITATION NO.</th>
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<td>2015-05-22</td>
<td>Date: 2015-06-15</td>
<td>RFP 727</td>
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<td>Time: 15:30:00</td>
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**FOR INFORMATION CALL:** DONNA CARTER

502-564-2285

**OWNERSHIP TYPE:**

- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation

**ONLINE BIDDING PROHIBITED:** Yes

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY**

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

All offers subject to all terms and conditions contained in this solicitation.
### Extended Description
FY16 K-TAP DDS Medical Consultants

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The following criteria will be used when determining the award of this solicitation.

(Do not list prices in this section. Unit prices and total prices must be filled in adjacent to their line items.)
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.

<table>
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<tr>
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<td>Release of RFP</td>
<td>May 22, 2015</td>
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<tr>
<td>Written Questions due by: 3:30 p.m.</td>
<td>June 1, 2015</td>
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<tr>
<td>Anticipated Commonwealth Response to Written Questions</td>
<td>June 8, 2015</td>
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<tr>
<td>Proposals Due: 3:30 p.m.</td>
<td>June 15, 2015</td>
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<tr>
<td>Anticipated Date of Award:</td>
<td>June 22, 2015</td>
</tr>
<tr>
<td>Anticipated Contract effective Date:</td>
<td>July 1, 2015</td>
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</table>

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. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth’s e-Procurement web site.

To view the solicitation, access the Kentucky Vendor Self Service site at [https://emars.ky.gov/online/vss/AltSelfService](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 awarded. 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.

**Check this web site periodically for any updates that may be posted to the Solicitation. It is the responsibility of the vendor to obtain copies of all information and forms.**

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 awarded. 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 Title Page

For

**KTAP Medical Consultant**

Solicitation No. – RFP 727 1500000293

Issued by

**The Cabinet for Health and Family Services**
**Department for Income Support**

730 Schenkel Lane, PO Box 2150
Frankfort, KY 40602-2150

Hereafter referred to as “Department”

On Behalf Of

**Disability Determination Services**

**SOLE POINT OF CONTACT**

**Donna Carter**
Contract Specialist
Department for Income Support
730 Schenkel Lane, PO Box 2150
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Section 1.00 Purpose and Background

1.00—Purpose and Background

The Cabinet for Health and Family Services, Disability Determination Services is seeking to hire 3 physicians/psychologists to assist in the adjudication of Social Security and Supplemental Security Disability claims for the Kentucky Transitional Assistance Program (K-TAP) and Medical Assistance recipients.

The Disability Determination Services (DDS) provides decisions on disability claims under Title II and Title XVI of the Social Security Act.

The Social Security Administration's (SSA) programs were established to protect Americans against the
loss of income by providing, among other things, retirement, survivor, and disability benefits, as well as health insurance (HI) coverage through the Medicare program.

The Federal government is responsible for establishing disability criteria, approving DDS budgets, issuing national instructions, and developing policy and procedure, as well as paying benefits and maintaining records. The disability program, which is part of the National Social Security program, is federally administered.

State participation has been an important authorized component in the disability determination process from its introduction. With some technical exceptions from State jurisdiction, most disability claims are decided by the Disability Determination Services (DDS) in the State where the worker resides (Section 221 of the Social Security Act). The primary mission of the DDS is to provide applicants with accurate and timely disability determinations.

SSA develops and issues procedures and instructions to State agency and field office (FO) personnel, who process disability cases, certify benefit entitlements, issue award notices and maintain benefit rolls. SSA also provides technical assistance on disability matters to State agencies; maintains relationships with State agencies through one of ten regional offices (RO); and makes determinations for disability claims originating outside of the United States.

Applications for disability benefits are either filed in person at an SSA FO or through a telephone interview between the applicant and an employee at the FO. Additionally, a claimant may file a claim for disability benefits on the Internet at www.socialsecurity.gov. The FO informs the applicant about his/her rights and responsibilities, completes the application process in an automated system, gathers medical information, and requests additional information and evidence to determine non-medical benefit eligibility. The FO office that processes the initial claim assists both the applicant and the DDS making the initial disability determination.

The Cabinet has determined that multiple personal service contracts may be needed and may be awarded as a result of this Request for proposal in order to provide adequate service. The number of claims to be processed will be based on the needs of the agency and the availability of state and/or federal funds.

1.01—Acronyms

SSA - Social Security Administration
DDS – Disability Determination Services
CHFS- Cabinet for Health and Family Services
HI - Health Insurance
FO- Field Office
K-TAP- Kentucky Transitional Assistance Program

1.02—Definitions

Definitions: As used in this Provision, the following definitions shall apply unless the specific context dictates otherwise:
“Direct Costs” means those costs that can be identified specifically with a particular final cost objective, i.e., a particular award, project, service, or other direct activity of an organization and charged in whole or in part to a particular project, service, program or activity of an organization.

“Indirect Costs” means those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, particular project, service, program, or activity but nevertheless are necessary to the general operation of the organization and the conduct of the activities it performs.

“Administrative Activities” means those activities performed by an organization in the development and implementation of policy and the management of the organization necessary to fulfill the functions and obligations of the organization. These activities generally include, but are not limited to, agency and personnel management, accounting, auditing, and legal services.

“Service Activities” means those activities carried out by an organization which are integral and necessary to the production and/or delivery of specific products and/or services.

“Indirect General Administrative and General Expenses” means those costs that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature, which do not relate solely to any major function of the organization. Examples of this category include central offices, such as the director’s office, the office of finance, business services, budget and planning, personnel, safety and risk management, general counsel, management information systems, and library costs.

“Cost Allocation Plan” means the written description of processes for identification, accumulation, and distribution of costs together with the allocation methods used.

“Completed Case” means the decision is complete and it has cleared the office and been sent to either a field office or a payment center.

“Group 1 Documentation” error - 01 MEDICAL DECISION DEFICIENCY
A favorable decision which should have been unfavorable based on the medical or medical and vocational evidence in file; OR an unfavorable decision which should have been favorable based on the medical or medical and vocational evidence in file, and in either case, the vocational evidence is sufficient for a determination. The basis for this category is a difference in medical severity or difference in the RFC.

02 VOCATIONAL DECISIONAL DEFICIENCY
A favorable decision which should be been unfavorable based on the vocational evidence in file; OR, an unfavorable decision which should have been favorable based on the vocational evidence in file. The basis for this category is a difference in the application of vocational factors when in agreement with medical severity.

03 MEDICAL EVALUATION DEFICIENCY
Any determination in which no vocational factors were considered but should have been and vocational documentation is insufficient to determine the appropriateness of the decision; OR any determination in which some vocational evidence was considered but because of an incorrect RFC assessment, additional vocational evidence is needed to determine the appropriateness of the decision.
The basis for this category includes 3 types of decisions:

1. Decisions made on a medical basis alone (i.e., meets, equals, not severe)
2. Medical/Vocational decisions in which there is a difference in the RFC assessment
3. Denials/Cessations for failure to cooperate or attend a CE

In all 3 situations, the medical evidence, which was incorrectly evaluated, is sufficient to establish a severe impairment but the vocational documentation is insufficient to determine the appropriateness of the decision.

04 MEDICAL DOCUMENTATION DEFICIENCY
Any determination in which the medical evidence is insufficient to determine the appropriateness of the decision.

05 VOCATIONAL DOCUMENTATION DEFICIENCY
Any determination in which vocational factors were considered and the vocational documentation is insufficient to determine the appropriateness of the decision. This category also includes cases where there is a difference in the RFC assessment but under both assessments, there is insufficient vocational evidence to determine the appropriateness of the decision.

06 MEDICAL AND VOCATIONAL DOCUMENTATION DEFICIENCY
Any determination in which vocational factors were considered, and in which both the medical and vocational evidence is insufficient to determine the appropriateness of the decision.

07 PROCEDURAL DOCUMENTATION DEFICIENCY
A denial/cessation for failure issues in which the evidence in file does not document that proper procedure were followed for securing the claimant’s cooperation.

Staff title is Medical Consultant.

Section 2.00 Scope of Work

2.00- Service Requirements
The Second Party shall:

1. Perform a complete physical and/or mental assessment, for the Kentucky Transitional Assistance Program (K-TAP) and Medical Assistance recipients, of impairment severity sufficient to determine disabled” or “not disabled” on disability claims made pursuant to Title II and Title XVI of the Social Security Act. All disability claims, as well as all documentation, notes, or otherwise, accompanying, arising from, or related to such disability claims, whether generated by the Second Party or others, and without regard as to whether such items are used as part of the medical assessment are the property of the Cabinet for Health and Family Services, Disability Determination Services (DDS).

2. Provide verbal and/or written consultation and/or medical training for DDS staff, as requested by the Disability Determination Services.

3. Conduct phone calls to treating sources, sources of records, consultative physicians and psychologists and other sources as required to obtain such documentation necessary to resolve inadequacies, inconsistencies, and/or conflicts in the medical evidence. If such inadequacies, inconsistencies and/or conflicts cannot be resolved, the Second Party shall render a recommendation as to the action necessary to correct any such inadequacies, inconsistencies and/or conflicts and return the claim to the Disability Determination Services at a time and place and in a manner determined by the Disability Determination Services without performing the medical assessment.
4. Make all medical assessments subsequent to medical review, medical evaluation, assessment of impairment severity, and, if appropriate, establishment of medical onset. Such services, and all other services, unless otherwise specified, shall be performed in accordance with the policies and procedures promulgated in the Social Security Administration (SSA) Program Operations Manual System (POMS), Part IV Disability Insurance (DI); SSA Disability Rulings; SSA Regional Office Numbered Memoranda; SSA Disability Digests and DDS policies and procedures for the purpose of preparing a medical assessment. Such medical assessment shall include medical summaries, presenting a narrative profile describing the medical findings and establishing a causative relationship with the Claimant’s overall functioning and shall address and document any or all of the following issues as required:

   a. Whether or not the Claimant has a medically determinable impairment;
   b. Whether or not the Claimant has a severe impairment;
   c. Whether or not the above referenced severe impairment meets or equals the severity of a listed impairment per POMS DI 34001.000 Part5s A and B or DI 34005.000 where applicable, and the above-referenced policies and procedures;
   d. Whether or not the Claimant’s remaining residual functional and/or mental residual functional capacity (RFC/MRFC) assessment is required by describing how the evidence supports each conclusion, citing medical facts and non-medical evidence;
   e. Whether or not a claimant who is a child has an impairment resulting in marked and severe functional limitations;
   f. Whether or not a projected RFC/MRFC is required;
   g. Whether or not to give controlling weight to treating source medical opinions; and the appropriate weight to be given to examining source medical opinions and the reasoning leading to these conclusions; and
   h. Whether or not medical source opinions on issues are reserved to the SSA Commissioner; and
   i. Whether or not statements made by the claimant, relative to symptoms and their related restrictions are credible and the reasoning to support that assessment.

5. Maintain a current license to practice medicine, psychology, and or psychiatry in the Commonwealth of Kentucky.

6. Ensure that all records and information pertaining to a claimant are protected in compliance with the Privacy Act of 1974 and all other applicable state and federal laws of confidentiality while in the Second Party’s custody and possession.

7. Write reports; prepare medical summaries, and complete forms as necessary to meet state and/or federal guidelines.

8. Provide coaching and mentoring to DDS staff, including, but not limited to:

   a. Verbal feedback regarding case assessments prepared by DDS staff;
   b. Meeting with DDS staff to increase their knowledge on a particular impairment/disease;
   c. Preparing for and conducting training sessions with DDS staff.

9. Accept direction from and coordinate service delivery with the DDS designated representative.
10. Review and re-evaluate, at no additional costs to the Cabinet, any claim completed and submitted which is returned subsequent to the review by DDS supervisory or management or the Quality Assurance Section in which such medical assessment could contribute to a Group I documentation or decisional deficiency.

11. Review and re-evaluate, at no additional costs to the Cabinet, any claim completed and submitted which is returned subsequent to federal review in which such medical assessment has contributed to a Group I documentation or decisional deficiency.

12. Submit to a special DDS quality review of medical assessments completed. If review by the DDS management, supervisory or Quality Assurance (QA), or federal review results in a determination that the Second Party is failing to adhere to the standards in Section 2 of this contract, the Second Party will be notified by the DDS. A grace period shall begin during which time, special quality reviews may be conducted and feedback shall be provided. If the DDS determines that failure to adhere to the above standards is persisting, cancellation of this contract may result.

13. Preserve and ensure the high degree of confidentiality of the personal information of claimants for Social Security and/or Supplemental Security Income Disability Benefits contained in the case files, as required by federal law. The Second Party shall provide services at the DDS offices, and may not remove any case file from said offices without prior approval from the DDS. The DDS shall make available office space in said offices in which the Second Party may review and evaluate claims.

14. Receive claims at a location designated by the DDS. All claims shall be assigned, reviewed, evaluated and completed via computer on the federal main frame program and returned to the DDS. DDS may determine that no additional claims may be assigned until all claims previous assigned have been returned. A charge-out journal shall be maintained by the DDS to evidence the claims assigned to the Second Party.

15. Agree that the number of claims assigned is determined by the number of claims received by DDS and may vary from time to time. The DDS does not make any representations or guarantees of any specific number of claims that will be assigned to the Second Party. Both parties agree and acknowledge that the services herein will not be full-time services and the Second Party is free to provide services to others. The Second Party shall not contract, nor otherwise provide, consultative services to any other component of the Social Security Administration without the consent of the Cabinet, Department for Income Support.

16. Agree that the payment of all compensation shall be conditioned upon the DDS approval of the services delivered and performance under this agreement. The DDS is not committed in any way to execute future contract or to extend this contract with the Second Party.

17. Agree that the Second Party shall not assign or enter into subcontracts for these services without the prior written consent of the DDS.

18. Agrees that, for individuals, CHFS will withhold federal income, FICA, state income, and local from the Second Party’s gross income. Groups or corporations that may be awarded a contract with DDS shall be responsible for all applicable Federal, FICA, State and Local tax withholdings.

19. The information in this provision is applicable only to new consultants (i.e., not previously
experienced in assessing disability claims):

a. Complete a comprehensive and thorough training program as specified in Section 3, Item 3.4;
b. During the training period, reimbursement shall be made at the rate of two (2) claims per hour;
c. Invoice shall include the time reported, time departed and the total number of hours and minutes for each day worked during the month;
d. Length of training will be determined by the Disability Determination Services;
e. After the training period, this provision will no longer apply.

20. Complete medical assessments for a claim that has been selected for a quality assurance review, at the request of the Disability Determination Services. Compensation shall be made for each medical assessment completed and accepted by the Quality Assurance Section. Assignments for medical assessments completed and accepted will be maintained by the Quality Assurance Section via computer on the federal main frame program.

21. Review and provide a medical opinion on claims or medical reports in conjunction with a Special Study or similar purpose at the request of the Disability Determination Services. Compensation shall be made for each claim/medical report evaluated. Assignments for these claims and/or medical reports shall be made and maintained by the requesting authority via computer on the federal main frame program.

22. Attend training sessions, meetings and/or conduct training sessions at the request of the Disability Determination Services. Report the number of hours attended along with a copy of the training session/meeting agenda within five (5) working days to the DDS authorized contract representative.

23. Maintain knowledge of the prevailing state of medical practice. The Second Party may be compensated for up to ten (10) hours of Continuing Education Credits, per contract year. Second Party must submit a written request along with a copy of the certificate to receive appropriate compensation.

24. Perform services for some or all of the following categories:

a. Physical
b. Pediatric
c. Respiratory
d. Ophthalmological
e. Orthopedic
f. Mental
g. HIV
h. Speech/Cognition

25. Agrees that a double fee shall be paid for claims on which a Medical Assessment is provided at the request of the Quality Assurance Section in accordance with the provision in this contract.

26. Agree that a double fee, which includes travel expenses, shall be paid for each hour of attendance in a training session or meeting in accordance with the provisions of this contract. During
the training period, the contractor is paid at a rate of two claims per hour.

27. Agree that additional payment shall not be made for any claim returned under the provision of this contract.

28. To avoid a conflict of interest for the duration of this contract, no medical or psychological examinations of claimants will be purchased from the Second Party, or from any individual with whom the Second Party has contracted, for the purpose of evaluating any claimant’s physical or mental impairment without prior approval of the Disability Determination Services. Further, neither the Second Party nor any member of the Second Party’s family shall acquire or maintain, either directly or indirectly any financial interest in a medical partnership, corporation or similar relationship in which consultative examinations are provided without prior approval of the Disability Determination Services.

29. Submit semi-monthly invoices/billing statements by the first (1st) and the sixteenth (16th) day of each month following the month of service to the Department for Income Support, Disability Determinations, 102 Athletic Drive, Frankfort, KY 40602 in the manner prescribed by the Cabinet. Invoices must be signed by the DDS authorized representative.

30. Submit a monthly report along with the invoice by the first (1st) and the sixteenth (16th) day of each month following the month of service to the Department for Income Support, Disability Determinations, 102 Athletic Drive, Frankfort, KY 40602. The report shall include, but not be limited to, the following information for each claim:

   a. Number of medical assessments completed;
   b. Claimants name and social security number;
   c. Assignment date;
   d. Completion date;
   e. Clearance date;
   f. Pay status.

31. Provide services in the Frankfort DDS office, Monday through Friday, between the hours of 7:00am and 7:00 pm.

2.01—Deliverables

1. All services provided by the Second Party under the terms and conditions of this Contract shall be delivered in accordance with all applicable federal and state statutes and regulations as they are currently in effect.

2. The Second Party agrees to all commitments and assurances as set forth in all CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth 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 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 Second Party and CHFS and submitted to a federal agency.
2.02- Performance and Evaluation

The Second Party shall be responsible for:

1. Job Tasks: Level of job knowledge and/or job skills.
   a. SSA program policy knowledge, assessment form completion, technical knowledge (DLI, PP, PU initiatives, etc.) and the Kentucky Transitional Assistance Program (K-TAP) based on case review of one claim per month per MC.
   b. SSA computer system applications knowledge/correct assignment of claims from queues.
   c. Use of Microsoft Office email applications. Based on email tracking and read receipts.
   d. Use of eforms based on case review and cases brought to evaluator’s attention from QA, policy, and case processing staff.
   e. Inadequate CE reporting/ CE provider reviews.

2. Expectation of Work: Quality Standards
   a. Net accuracy rates per quarter per Disability Quality Branch (DQB). The number of errors per quarter per MC.
      i. 94-100% exceeds
      ii. 86-93.9% meets
      iii. 85.9% and below fails

   b. Internal QA error rates per quarter. The ratings above will apply to this criterion.

3. Productivity: Quantity of work
   a. Base quantity on number of claims produced per month and per quarter (evaluation period) compared to total number of cases in contract – i.e. – 2500, 3000, 5000, etc..

   b. Ratings:
      i. 90-100% or within 200 claims of contract = exceeds
      ii. 70-89.9% of contract compete= meets
      iii. Under 70% of contract complete= fails

   c. Use of contract monitoring spreadsheets to track production claims, verbal, doctor calls, 831 signature claims, recall claims, QA claims and special studies.
   d. Quality review of one claim per month per MCS.

4. Improvement in Performance (Work Progress)
   a. Initiative, adaptability, ability to work under pressure with frequent changes / modifications.
   b. Positive comments from staff on coaching / mentoring / case assistance.
   c. Improvement in systems applications.
   d. Maintains CEU’s to acceptable standards.
   e. Attends all required training sessions and make-up sessions.
5. Additional duties—training—MCS/DDS staff, work groups.
   b. Willingness to complete Doctor to doctor phone calls.
   c. Maintain quality Interpersonal skills with DDS staff.
   d. Attendance – willingness to work alternate hours.
   e. Professional behavior to all DDS personnel.
   f. Covering for MCS during vacation/ time off.

6. DESCRIPTION OF THE DDS MCs/PCs ROLE - The DDS MCs/PCs role in the determination process includes, but is not limited to, the following professional medical activities:
   a. Evaluating medical evidence to determine the adequacy for making disability decisions.
   b. If a DDS MC/PC furnishes any of the medical evidence, that consultant should disqualify himself/herself from participating in that disability determination. This situation should rarely occur.
   c. If that consultant amplifies evidence to a consultant who is participating in the determination, he or she should provide it in writing so that it becomes part of the actual case record. Assessing the severity of impairments and describing the functional capacities or limitations imposed by the impairments
   d. The DDS MC/PC has the fundamental responsibility when reviewing the evidence to determine if a listing in the Listing of Impairments is met or equaled. The responsibility for assessing and determining residual functional capacity (RFC) in title II and title XVI disability determinations rests with the DDS MCs/PCs.
   e. An initial determination by the DDS that an individual is not disabled, in any case where there is evidence which indicates the existence of a mental impairment, will be made only after every reasonable effort has been made to ensure that a qualified psychiatrist or psychologist has completed the medical portion of the case review and any applicable RFC assessment. (See DI 24501. 001C.5. for the qualifications we consider necessary for a psychologist to be a PC and DI 39518.065 for what we mean by “reasonable effort.”)
   f. For disability program purposes, a PC, used in cases where there is evidence of a mental impairment, must be a “qualified” psychologist (see DI 24501.001C.5.).
   g. A psychiatrist will not be considered as qualified unless he or she:
      i. Is a doctor of medicine or osteopathy?
      ii. Is licensed by a State to practice medicine or osteopathy;
      iii. Has completed a residency in psychiatry; and
      iv. Meets the requirements for practicing psychiatry as stipulated by the appropriate State licensing board or agency.
   h. In cases involving solely a mental impairment, a PC may review the evidence, determine the existence of a severe impairment and make the decision whether the mental impairment(s) meets or equals the listed impairments. The PC may assess mental RFC and sign the mental RFC assessment form; and may sign the disability determination forms and any supporting documents relevant to the determination which require a physician's signature.
   i. In cases where there is evidence of a mental and non-mental (physical) impairment(s), and a
PC reviews the case, the PC will evaluate only the mental impairment(s). An MC will evaluate the non-mental impairment(s).

i. Discussing with disability examiners (DEs) and other staff members ways to resolve problems in getting medical evidence of record.
ii. Reviewing requests for consultative examinations (CEs) in specific claims to ensure that CEs are necessary and will resolve the issues as intended.
iii. Describing alternatives when concurrence is not given for CEs and determinations.
iv. Evaluating medical questions and making recommendations for improvement in letters and other forms of communication designed to obtain proper evidence.
v. Discussing with staff members ways to improve relations with the medical profession, enlarge consultative examiner panels and minimize CE processing time.
vi. Discussing with training staff ways to improve DE understanding and use of medical evidence.
vii. Reviewing CE reports for deficiencies in content and recommending ways to avoid deficient reports.
viii. Participating in the vocational rehabilitation screening and referral process.

j. Reviewing determinations to ensure integrity of decisions based on medical evidence, and signing determinations.

2.03—Related Documents and References

DI 24501.010 - The Disability Determination Services (DDS) Medical/Psychological Consultant's (MCs/PCs) Role in the Determination Process

2.04—Information Technology

All necessary equipment and IT support will be provided by the DDS.

2.05—CHFS Responsibilities

1. CHFS/DDS may provide a comprehensive and thorough training program that will identify the basis for doing the job and maintain a working knowledge of the program. DDS will provide any future training which is often required in an ever changing program.

2. CHFS/DDS may monitor and review the performance of Second Party through special quality review of medical assessments as identified in the training sessions. Special quality reviews may be conducted and feedback shall be provided.

2.06 – Staffing Services

Notwithstanding any other provision of this Contract to the contrary, for any and all staffing or personnel services provided pursuant to this Contract, the Second Party expressly agrees to, and hereby acknowledges, the following:

a) 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.

b) At no point shall any individual providing services under this Contract be considered an employee of CHFS, 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.

c) Any individual providing services under this Contract shall, at all times, be adequately trained and qualified to perform the services required herein.

d) Any individual providing services under this Contract shall, at all times, be legally and adequately certified or licensed within the Commonwealth of Kentucky to perform the services required herein and shall be in good standing with any necessary certification or licensure authority. At no time shall any such individual be under investigation, under suspension, under a condition of practice, or under a limitation on the scope of practice from any necessary certification or licensing authority. In the event of any such restriction, the Second Party shall immediately notify CHFS of the restriction. Upon request, the Second Party shall provide CHFS with any documentation that CHFS believes is necessary to establish compliance with the requirements of this provision.

e) Any individual providing services under this Contract must not have a conviction for, or have any charges currently pending for, any criminal offense that would constitute either a felony or a misdemeanor offense in the jurisdiction in which the criminal offense occurred or is alleged to have occurred. In the event of any such charge or conviction, the Second Party shall immediately notify CHFS of the charge or conviction.

f) Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Second Party shall immediately notify CHFS.

g) Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Second Party shall immediately notify CHFS.

h) Prior to any staff of the Second Party performing services under the Contract, the CHFS must approve such staff and authorize them to perform the required services. Specifically, in all cases, the Second Party shall present potential staff, along with documentation of all required credentials and other requested information, to the appropriate CHFS individuals for review and approval. The CHFS expressly reserves the right to disapprove of, disqualify, or reject any staff provided by the Second
Party to provide services under this Contract, for any nondiscriminatory reason. In such event, the Second Party shall present additional potential staff to perform the services, for review and approval by CHFS.

i) The CHFS expressly reserves the right to immediately disqualify or prohibit the continued use of any staff of the Second Party that has been provided to perform services under the Contract, if, in the discretion of CHFS, it is determined that the continued use of such staff is not in the best interests of CHFS, that such staff fails to meet any of the requirements imposed by this Contract, or that such staff of the Second Party has violated any state or federal law or violated any policies and procedures of CHFS. In such event, the Second Party shall immediately discontinue the use of such staff to perform services under the Contract and shall thereafter present additional potential staff to perform the services, for review and approval by CHFS.

j) In no event shall any employee of the Second Party be deemed to be a third-party beneficiary of this Contract.

k) Each of the provisions within this Section are specifically subject to the general indemnification provisions of this Contract.

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

1. Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

2. “Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

a)–An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
b)–A Social Security number;
c)–A taxpayer identification number that incorporates a Social Security number;
d)–A driver’s license number, state identification card number or other individual identification number issued by an agency;
e)–A passport number or other identification number issued by the United States government; or

3. As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal
information from the Commonwealth pursuant to the contract or agreement."  
4. The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.  
5. The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.  
6. The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.  
7. The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.  
8. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.  
9. In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:  

Section 3—Terms and Conditions of the Contract  

3.00—Beginning of Work  

The Contract is not effective and binding until approved by the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Vendor 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 Commonwealth’s acceptance of the Vendor’s offer indicated by the issuance of a Contract Award by the Department and approved by the Office of Policy and Budget, the Finance and Administration Cabinet
and filed with the Government Contract Review Committee 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 Solicitation, RFP 727 1500000293, and all attachments thereto, including Section 3—Terms and Conditions of a Contract with the Commonwealth of Kentucky;
4. The Kentucky Revised Statutes KRS 45A.695 and FAP111-43-00;
5. Any Best and Final Offer;
6. Any clarifications concerning the Vendor’s proposal in response to the Solicitation;
7. The Vendor’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 is to be effective July 1, 2015 through June 30, 2016.

This agreement is not effective until the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet or his/her authorized designee has approved the contract and until the contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Commonwealth reserves the right to renew this contract for up to two (2) additional two (2) year periods.

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his/her authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705. Such mutual agreement shall take the form of an addendum to the Contract under Section 3.03—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth 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 Sole Point of Contact listed on the Title Page to be in the best interest of the Commonwealth.

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 Vendor and the Commonwealth, and incorporated as a written amendment by The Department prior to the effective date of such modification or change. Modification shall be subject to prior approval from the
Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet or his/her authorized designee and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Vendor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Sole Point of Contact listed on the Title Page for consideration and decision.

3.04—Changes in Scope

The Commonwealth 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 Commonwealth through the process described in Section 3.03—Changes and Modifications to the Contract.

3.05—Contract Conformance

If the Sole Point of Contact listed on the Title Page determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract, the Sole Point of Contact listed on the Title Page may request the Vendor to deliver assurances in the form of additional Vendor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Vendor.

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 Sole Point of Contact listed on the title page immediately preceding the Table of Contents. Notices made by the Department to the vendor shall be sent to the Vendor 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 Secretary of the Finance and Administration Cabinet and filed with the Legislative Research

The Vendor’s invoice shall constitute an affirmation by the Vendor that the invoice truly and accurately represents work actually performed and expenses actually incurred. The Vendor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The Commonwealth will make payment within thirty (30) working days of receipt of the Vendor’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 Legislative Research Commission’s Government Contract Review Committee has disapproved the Contract, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet.

**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 Government Contract Review Committee.**


**3.08—Expenses**

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

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

a. Invoicing for fee: The Vendor’s fee shall be original invoice(s) and shall be documented by the Vendor. The invoice(s) must detail the work performed and the time frame in which it was performed. The invoice must conform to the method described in the specifications of the contract.

b. Invoicing for travel expenses: The Vendor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract and if so the Vendor must follow instructions described in the specifications of the contract. **If travel expenses are allowed under the contract, either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.**

c. Invoicing for miscellaneous expenses: The Vendor must follow instructions prescribed in the specifications of the contract. Allowable expenses shall be documented and submitted on an original invoice or certified copy.
3.09—Advertising Award

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

3.10—No Required Use of Contract

This contract does not guarantee any minimum use of services. The Cabinet 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 CHFS the names of the top five executives and total compensation to each, if:

a. More than 80% of the Vendor’s annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than $25,000,000 annually, and

b. Compensation information is not already available to the public (such as, through reporting to the SEC).

Section 4—CHFS 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, CHFS, 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 Vendor, the contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, CHFS desires to avail itself of the services of the Vendor;

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

CHFS and the Vendor 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 Vendor agrees to perform the services and functions specified during the term of this Contract. This agreement is not effective and binding until the Office of Policy and Budget and the Secretary of the Finance and Administration Cabinet or his/her authorized designee have approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). 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 Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee 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 Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

4.06—Cancellation

The cabinet shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days’ written notice served on the Vendor by registered or certified mail. The Vendor has the same such right to terminate said agreement, upon thirty (30) days written notice served on the cabinet 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. CHFS 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 CHFS. The Vendor shall have no right of action against CHFS in the event that CHFS is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to CHFS or lack of sufficient funding to CHFS for any activities or functions contained within the scope of this Contract.

CHFS 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 state agency shall provide the Vendor 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 Vendor 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 Vendor 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 Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

4.12—Conflict-of-Interest Laws and Principles

The Vendor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, 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 Vendor 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 Vendor 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 Vendor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, 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 Vendor 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 Vendor 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 Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, 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:

Lori H. Flanery, 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 Vendor and all other parties so contracted for services under the scope of service of this contract are cognizant that the CHFS is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the Vendor for this contract.

4.17—Violation of Tax and Employment Laws

KRS 45A.485 requires the Vendor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Vendor 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, 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.

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 CHFS, Office of Policy and Budget and the Division of Accounting Services.

4.21—Bankruptcy

In the event the Vendor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth’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 Commonwealth of Kentucky 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 Commonwealth employees. The Vendor shall not commit or permit any act that will interfere with the performance of work by any other Vendor or by Commonwealth 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 CHFS 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 CHFS; (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 CHFS in an unauthorized manner, provided that such action was not taken by Vendor or as a result of the express written request of CHFS; 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 CHFS or the Commonwealth of Kentucky of any immunities from suit or from liability that CHFS or the Commonwealth of Kentucky 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 CHFS 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 SubVendor cooperate with CHFS 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 Vendor and all professional personnel who may provide services under this contract or any subcontract with the Vendor shall be familiar with and abide by any and all code of ethics or conduct as designated by CHFS that have been established by a national or regional association and are generally recognized as being applicable. Failure of the Vendor to 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 Vendor 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 Commonwealth of Kentucky.
4.32—Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Vendor, 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, CHFS, or other state funds.

4.33—Service Delivery Requirements

All services provided by the Vendor 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 CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth 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 Vendor and CHFS 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 Vendor, 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 Vendor 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 Vendor 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 Vendor shall not begin work on this Contract until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the Contract and until the Contract has been filed with the Government Contract Review Committee. [KRS 45A.695 (1)]

CHFS shall make payment to the Vendor only after:
a. The Contract is approved by the Secretary of the Finance and Administration Cabinet or his designee and filed with the Government Contract Review Committee;

b. An invoice is submitted in the form described herein.

Once approved, CHFS shall make payment to the Vendor 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 Commonwealth by the Vendor constitutes an affirmation that the invoice truly and accurately represents work actually performed and expenses actually incurred. Payment is contingent upon Vendor’s continued satisfactory performance throughout the duration of the Contract, as determined by CHFS.

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)]

CHFS shall reimburse the Vendor for services rendered only. If, for any reason, the Vendor is unable to render services, CHFS shall not be liable for payment to the Vendor for the time period in which the Vendor does not provide the services for which CHFS contracted.

CHFS shall reimburse the Vendor 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. CHFS retains the right to withhold payment if the Vendor does not comply with CHFS 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 the Government Contract Review Committee.


**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. CHFS 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 CHFS and the Vendor and determined as soon as feasible before the end of the
scope of work as set forth under the Contract.

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

**4.37—Travel and Travel Hourly Rate**

The Vendor 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 Cabinet that the Vendor’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 Vendor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the Sole Point of Contact listed on the Title Page. This provision shall not require the approval of contracts of employment between the Vendor and personnel assigned for services thereunder. The Vendor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

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

**4.39—Responsibility for Subcontractor Contract Requirements**

The Vendor shall have a Contract with any subcontractor that the Vendor 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 Vendor’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 Vendor’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 Vendor and to CHFS, 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 Vendor under this Contract shall be subcontracted to another, without prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Vendor, upon the cabinet’s request, shall submit the subcontract for approval to the Sole Point of Contact listed on the Title Page.
4.40—Subcontractor Monitoring Requirements

The Vendor shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Vendor’s contract with the subcontractor. The Vendor 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.

Vendor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS 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 CHFS Secretary or his or her designee to be in the best interest of CHFS 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 CHFS Cabinet Secretary or his/her designee. CHFS 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 Vendor 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](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, within nine (9) 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 Vendor 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 Vendor’s delivery to CHFS, for CHFS’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.

CHFS may impose allowable sanctions pursuant to 2 CFR, §200.505 and §200.338 upon the Vendor’s noncompliance with the requirements in Sections 4.30 or 4.31 of this agreement.

4.46—Equipment and Furniture

The Vendor 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 CHFS
Property purchased by CHFS 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 CHFS 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 Cabinet. 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 Sole Point of Contact listed on the Title Page. 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 Vendor shall maintain a property control ledger/log that lists all property and/or furniture provided (whether leased or purchased) by CHFS with funds from this contract. As items are procured, a copy of the information that follows must be provided immediately to the CHFS 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. CHFS 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 CHFS Agency Property Officer.

4.49—Requirement of Inventory

1. Inventory Tracking
The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture provided by CHFS and/or purchased with funds from this contract and provide such to the CHFS 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 Cabinet’s Agency Property Officer, but no later than February 1st, or as otherwise stated, with the corresponding inventory.

2. Loss/Destruction

The Vendor shall immediately notify the Department immediately if an item purchased by CHFS is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to CHFS 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 Department 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 are responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplused or returned, the Vendor shall complete a B-217 and mail it to the CHFS Agency Property Officer with a copy to the Department 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 Vendor shall deliver to CHFS 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 Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.
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 Vendor 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 Vendor’s business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Vendor and the Subcontractor(s) in the performance of this Contract. The Vendor 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 Vendor and any Subcontractor are not self-insured, each shall, in any event, name CHFS as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Vendor and any Subcontractor shall notify CHFS of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Department.

CHFS shall not be responsible for any premiums or assessments on the policy or policies held by the Vendor or any Subcontractor under this Contract. CHFS 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 CHFS exercise this option, it shall be fully reimbursed by the Vendor, either by Vendor 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 CHFS.

Vendor shall notify CHFS within five (5) business days of any cancellation or interruption of Vendor or
Subcontractor’s insurance coverage. CHFS shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days the Vendor and CHFS. Vendor 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 Vendor 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 CHFS. 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 CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS. The project manager assigned by CHFS 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 Vendor 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 Vendor shall immediately report to CHFS any activity reported to the Vendor under these terms and conditions. Notice shall be sent in writing to the Department.

4.54—Intellectual Property

The Vendor agrees that any formulae, methodology, other reports and compilations of data provided by the Department to the Vendor 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 Vendor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Vendor during the course of work pursuant to this Contract shall be made available to CHFS 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 CHFS.

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 Vendor 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 Vendor is in default of its contractual obligations, after the Commonwealth has provided the Vendor written notice of the identified deficiencies and a specified time to cure;
b. For convenience of the Commonwealth 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 Secretary of the Finance and Administration Cabinet, or his designee, for convenience of the Commonwealth.

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 CHFS, the Vendor shall provide any turnover assistance reasonably necessary to enable CHFS 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 Vendor, CHFS 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 CHFS 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 Vendor to CHFS 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 CHFS; 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 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.

**4.59—Licensure, Certification, and Registration**

The Vendor 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 CHFS or the Cabinet’s designee.

**4.60—Permits, Licenses, Taxes and Commonwealth Registration**

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

The Vendor 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 Vendor.

4.61—Legal Proceedings

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

4.62—Certification of Lobbying Activities

Vendor 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 subawards at all tiers (including subcontracts, subgrants, 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 Vendor hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR Part 182. The Vendor 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 Vendor’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 Vendor’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 Vendor 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 Commonwealth, 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 Commonwealth in writing to the Vendor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Vendor. The Vendor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

1. Information which the Commonwealth 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 Vendor; or
4. Information required to be disclosed by law.
The Vendor 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 Vendor 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 CHFS or collected by the Vendor 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 Vendor agrees as follows:

a. The Vendor shall cause all personnel who may have access to confidential information provided by CHFS to enter into CHFS approved confidentiality agreements and shall maintain such confidentiality agreements on file. CHFS reserves the right to direct the removal from contract administration, or the termination of access to CHFS 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 Vendor, 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 confidentially 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 the Cabinet’s project manager 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 Vendor shall permit unrestricted access on demand to personnel of 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 Vendor 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 Vendor is determined to be a business associate under HIPAA Privacy Rule, the Vendor 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 CHFS, 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 Vendor.

In no event shall any employee of the Vendor be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the Commonwealth.

Section 5—Procurement Process and Requirements

5.00—Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

Vendors should review and comply with the General Conditions and Instructions for Solicitation/Contracts listed under “Response to Solicitation” located on the eProcurement Web page at http://finance.ky.gov/services/eprocurement/Pages/Vendor_Services.aspx

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 Cabinet for Health and Family Services (CHFS), 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 CHFS. The CHFS has concluded that either state personnel are not
available to perform these services or it would not be feasible to utilize state personnel to perform these services. Additionally, a Vendor is available and qualified to perform these services; and, for the before-stated reasons, the state agency desires to avail itself of the services of a Vendor.

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 Vendor shall assume all costs of the project until such time that a new Vendor 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 Commonwealth 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 Commonwealth. Receipt of proposal materials by the Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Proposer nor obligates the Commonwealth in any manner.

5.05—Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The Commonwealth of Kentucky 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 Vendor 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 Vendor 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.

Vendors may obtain copies of the required EEO documents at [http://finance.ky.gov/services/forms/Pages/default.aspx](http://finance.ky.gov/services/forms/Pages/default.aspx) under Procurement. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed.

Vendors must advise each subcontractor with a subcontract of more than $500,000.00 of the Vendor’s obligation to comply with the KY EEO Act. Further, Vendors 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 Commonwealth 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 Commonwealth.

Where the Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth 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 Sole Point of Contact listed on the Title Page.

5.11—Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Sole Point of Contact listed on the Title Page.

5.12—Commonwealth’s Right to Use Proposal Ideas

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

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

The Vendor shall have an appropriate agreement with its Subcontractors extending these confidentially requirements to all Subcontractors’ employees.

5.14—Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the Vendor represents and warrants, and the Commonwealth 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 Vendor 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 Vendor agrees that it shall not knowingly allow any official or employee of the Commonwealth 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, Vendors 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 vendor 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 Commonwealth 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 Department will not disclose any portions of the proposals prior to contract award to anyone outside the Department, 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 Commonwealth 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 Commonwealth will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

The Commonwealth of Kentucky 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 Vendors Claiming Resident Bidder Status. The Cabinet for Health and Family Services 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 Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Income Support, is issuing this RFP on behalf of the Disability Determination Services. The Department for Income Support 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 Sole Point of Contact 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 Vendor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFP.

The Commonwealth 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 in two (2) parts: the technical proposal and the cost proposal. The RFP response shall include one (1) marked original and seven (7) copies of the technical proposal under sealed cover and one (1) marked original of the cost proposal under separate sealed cover. 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 Sole Point of Contact listed on the Title Page immediately preceding the Table of Contents.

The outside cover of the package containing the technical proposal shall be marked:

Medical and or psychological consultants
SOLICITATION NUMBER: RFP 727 1500000293
TECHNICAL PROPOSAL
Name of Offeror

The Commonwealth will accept all proposals properly submitted. However, the Commonwealth 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 Commonwealth.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the vendor’s response, the version as issued shall prevail.

**ELECTRONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED**

**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—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

7.00—Technical Evaluation Criteria

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

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror. The Commonwealth 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 Cabinet 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 Commonwealth shall evaluate the proposals by assigning scores in the categories according to established criteria using a consensus or group scoring methodology. The Commonwealth 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.

7.01—Technical Scoring Criteria

Organize your response to this Request for Proposal in the following manner by placing responses on Attachment A with the exception of the Licenses. Licenses shall be attached separately to the bidder’s technical response.

- Method for maintaining confidentiality
- List of names and licenses in the Commonwealth of Kentucky (include copy)
- Experience as physician/psychologist/psychiatry
- Experience in the adjudication of disability claims
- Knowledge of Kentucky Transitional Assistance Program (K-TAP) and Medical Assistance Disability Programs
- Describe experience with providing guidance, consultation, and education of peers, residents & general public in non-clinical environments
- Experience in the development and presentation of training programs
- Ability to relate and work effectively in a team setting
- Ability to apply medical expertise within the parameters of agency policies and procedures and take direction from non-medical DDS staff
- Availability to work within the specified hours of Monday-Friday 7am to 7pm
- Ability to attend meetings, conferences, training, etc.
- Ability to take full advantage of available technology

Criteria Points Possible

The following will be the scoring for Individual Medical Professionals & Medical Groups

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Method for maintaining confidentiality</td>
<td>35</td>
</tr>
<tr>
<td>2. List of names and licenses in the Commonwealth of Kentucky (include copy)</td>
<td>40</td>
</tr>
<tr>
<td>3. Experience as physician/psychologist</td>
<td>40</td>
</tr>
<tr>
<td>4. Experience in the adjudication of disability claims</td>
<td>5</td>
</tr>
<tr>
<td>5. Knowledge of Kentucky Transitional Assistance Program (K-TAP) and Medical Assistance Disability Programs</td>
<td>5</td>
</tr>
<tr>
<td>6. Describe experience with providing guidance, consultation, education of peers, residents &amp; general public in non-clinical environments</td>
<td>40</td>
</tr>
<tr>
<td>7. Experience in the development and presentation of training programs</td>
<td>15</td>
</tr>
<tr>
<td>8. Ability to relate and work effectively in a team setting</td>
<td>40</td>
</tr>
<tr>
<td>9. Ability to apply medical expertise within the parameters of agency policies and procedures and take direction from non-medical DDS staff</td>
<td>30</td>
</tr>
<tr>
<td>10. Availability to work within the specified hours of Monday-Friday 7am to 7pm</td>
<td>15</td>
</tr>
<tr>
<td>11. Ability to attend meetings, conferences, training, etc.</td>
<td>15</td>
</tr>
<tr>
<td>12. Ability to take full advantage of available technology</td>
<td>20</td>
</tr>
<tr>
<td>Total Points Possible for Medical Professionals Technical Proposal</td>
<td>300</td>
</tr>
</tbody>
</table>
7.02—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.

Pursuant to 200 KAR 5:410, the cost evaluation is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries as described in Section 4.24, herein.

Disability Determination Services will pay the successful bidder an hourly rate of $50 for up to 240 hours per Fiscal Year. Any contract awarded mid-year will pay the successful bidder an hourly rate of $50 for up to 120 hours per Fiscal Year.

Section 8—Oral Presentations and/or Negotiations

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

The Commonwealth 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 Commonwealth 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

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 RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth 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 Agency 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 Agency reserves the right to proceed to the next highest rated proposal. Terms and conditions that may be negotiated at the sole discretion of the Commonwealth 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 Commonwealth.

Section 9—Ranking of Proposals and Award of Contract

9.00—Best Interest of the Commonwealth

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

9.01—Total Points Possible for Proposal

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>300</td>
</tr>
<tr>
<td>Total Points Possible for Proposal</td>
<td>300</td>
</tr>
</tbody>
</table>

T&C rev. 04.10.2015
Exhibit A

Solicitation/Contract #: ____________________________

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

Each bidder or offeror swears and affirms under penalty of perjury, that:

In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

Each contractor further swears and affirms under penalty of perjury, that:

In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the
gubernatorial slate elected in the election last preceding the date of contract award.

In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: ____________________________

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
PAGE 2 OF 2

In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature
Printed Name

Title
Date

Company Name
Address

Subscribed and sworn to before me by

(Affiant)  (Title)

of ______________________________ this ___ day of __________, 20__.
(Company Name)

Notary Public
[seal of notary]  My commission expires:  ________
Attachment A
Technical Response Form
RFP 727 1500000292
Medical Doctor

Instructions: This form should be completed by each bidder in response to the RFP for Medical Consultants or as a Medical Group/ Medical Group/Corporation as Medical Professionals. In order to receive a score for a category the bidder must place a response below the category providing an explanation as to how each listed category will be met. Each response should be in complete sentences and in paragraph form. Responses without detail may result in low scores. If any response will not fit in the box provided below please reply on a separate sheet with the question rephrased and attach the sheet to the Attachment A Form. To receive the electronic copy of this form please contact the contract specialist, Donna Carter at email: Donna.carter@ky.gov. Any questions concerning how to fill the form out should be submitted in writing as part of the bidder questions and the responses shall be posted as part of the modification giving the Commonwealth’s responses.

1. Describe specific methods for maintaining confidentiality. Response should include measures taken in clinical environment, record keeping activities, and third party communication. – (35 points)

   Response:

2. List of names and licenses in the Commonwealth of Kentucky (include copy) (40 points)

   Response:

3. Experience as a physician.– (40 points)

   Response:
4. Summarize any case review experience with the social security administration disability program. (5 points)

Response:

5. Outline experience with the Kentucky Transitional Assistance Program (K-TAP) and Medical Assistance Disability Programs (5 points)

Response:

6. Describe experience with providing guidance, consultation, education of peers, residents & general public in non-clinical environments (40 points)

Response:

7. Experience in the development and presentation of training programs (15 points)

Response:

8. Describe experience with collaborating and working effectively with multidisciplinary teams or in group settings. Responses should include specific examples detailing outcomes or results of those efforts. (40 points)

Response:

9. Describe experience applying medical expertise in a non-clinical setting and adhering to
policies provided by non-medical staff. (30 points)

Response:

<table>
<thead>
<tr>
<th>10. Specify days and times you would be available to work within the Monday-Friday, 7am – 7pm schedule. Include amount of notice required for schedule adjustments and any responsibilities that would <strong>not</strong> allow you to work the requested time frame (i.e. your own practice) (20 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Describe experience using computer technologies. Complete answers include use of software programs, (i.e. electronic mail, web navigation, etc) and access, storage and retention of medical resources or records. Use specific names of software. (30 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response:</td>
</tr>
</tbody>
</table>
RFP Checklist of Requirements
Disability Doctors
Solicitation # RFP 727 1500000292

Instructions: This attachment is only to be used as a guide for the bidder to verify that all documentation has been included with the response. This form is not considered part of the response and does not need to be returned with your bid.

1. A Transmittal Letter that includes:
   a) A statement that deviations are included ________
   b) A sworn statement that the vendor is in compliance with Section 4.18, Prohibitions of Certain Conflicts of Interest _________
   c) A statement of certification in accordance with Section 4.19, Certification Regarding Debarment, Suspension, and Proposed Debarment, _________
   d) The name, address, telephone number, fax number and e-mail address of the person to be contacted, if necessary, regarding this RFP response. The address should be one to which the major overnight delivery services will deliver. __________

2. Completed and signed face of the Solicitation. _________

3. Signed face most recent Addenda (if applicable) _________

4. Required Affidavit for Bidders or Offerors and KRS 45A.485 Certification Form _________
   Available at the following link: https://eprocurement.ky.gov/attachments.htm under Attachment 2.

5. Affidavit for Qualified Bidder Status, (if applicable) _________ (Section 4.24)

6. Affidavit for Claiming Resident Bidder Status, (if applicable) ________ (Section 4.24)

7. EEO requirements (if applicable) _________ (Section 4.06)

8. Required ‘Statement Of Current Or Former State Employee Seeking To Do Business With The State’ pursuant to KRS 11A.040 _________ available at the following link:

9. Response to the Technical portion of the RFP to include CV, License, & Attachment A or Attachment B _________

10. Foreign entities should submit a certificate of authority to do business in the Commonwealth per KRS 14A.9-010. Foreign entity is defined in KRS 14A.1-070. (if applicable) _________
    (Section 3.13)