

THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

**RFP TITLE : THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT,
SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT
RFP#: 009-2223**

DATE OF ISSUANCE: March 1, 2023

BIDDER’S CONFERENCE: March 15, 2023 at 11:00 A.M.

BIDDER’S CONFERENCE LOCATION: Microsoft Team
Meeting ID: 262 026 394 411
Passcode: deYLUg

FINAL QUESTIONS DUE: March 28, 2023, 12:00 P.M.

BID DUE DATE: April 5, 2023 at 12:00 P.M.

SUBMIT TO: Procurement Department
St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, Missouri 63101

PUBLIC READING: April 5, 2023, at 2:00 P.M.
Microsoft Team
Meeting ID: 262 505 870 076
Passcode: c7ary9

Number of copies required: (5) marked “Copies”, (1) marked “Original”, and (2) electronic flash drives. Each original and copy must have tabs corresponding to the required sections listed in this RFP, as appropriate. Original and copies are to be submitted in 3-ring binders or binding of some fashion.

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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Board of Education of the City of St. Louis (d/b/a St. Louis Public School System), (the “District”) wishes to contract with interested and qualified firm(s): seeking proposals from qualified companies who can provide **THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT** Multipurpose Copy Paper for district-wide use as per specifications stated in this solicitation document.

To provide **THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT** in accordance with the terms and conditions as outlined in the RFP. The initial contract period will be (fiscal year July 1, 2023 through June 30, 2024) with the option to renew for an additional two one-year terms (fiscal year July 1, 2024 through June 30, 2025 and fiscal year July 1, 2025 through June 30, 2026), at the discretion of the District and subject to the same provisions, terms, conditions, and specifications as originally awarded.

NOTICE TO BIDDERS:

Copies of this **RFP#: 009-2223 for THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT**), (this “RFP”) may be obtained from the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS”, “RFP Bid Opportunities”, or from the Procurement Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract for **THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT** to be entered into between the District and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation or national origin.

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance	March 1, 2023
Final Questions Due	March 28, 2023, 12:00 P.M
Bid Due Date:	April 5, 2023 at 12:00 P.M.

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal should include Five (5) marked “Copies” / One (1) copy marked “Original”, and two (2) electronic flash drives.** The upper left-hand corner of the package (envelope or box) shall be plainly marked as **RFP #009-2223 THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT**, along with the firm name and the package shall be addressed to:

**Procurement Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, MO 63101**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **April 5, 2023 at 12:00 P.M.** Each Proposal will be dated and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.

- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made via e-mail and directed to Sealedbids@slps.org. The subject of the e-mail shall be “QUESTION - RFP #009-2223, THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted in writing prior to the due date will be
- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS”, “Procurement Department”, “RFP Bid Opportunities”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.
- 3.6 Awards** – All Proposal selections must be approved by the **Board of Education of the City of St. Louis** prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) **such agreement has been duly authorized and approved by the Board of Education of the City of St. Louis; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070.** After approval by the Board of Education of the City of St. Louis, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.

- 3.8 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.9 Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Procurement, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS”, “Procurement Department”, “What contract template should I use?” See Attachment G for the contract template to be used with the successful vendor. The District reserves the right to revise such templates or present a contract not contained within the template forms on the District’s website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- 3.10 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.
- 3.11 Bond (Not Applicable – Do Not Submit)** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:
- a. Licensed pursuant to the Missouri Insurance Code
 - b. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
 - c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
 - d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
 - e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-” or better and a Financial size category of Class VII or larger.

- 3.12 Prevailing Wage (if applicable)** - Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment
- 3.13 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.
- 3.14 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- 3.15 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.16 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.
- 3.17 No Boycott Israel** - As required by SCS/SB 739, Bidder certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the contract Term.
- 3.18 System for Award Management (SAM) Report** – SAM provides detailed, public descriptions of federal assistance listings available to State and local governments (including the District of Columbia); federally recognized Indian tribal governments, Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups, and individuals. Bidders shall submit a current SAM Report with proposal. To register visit: www.sam.gov.

Section 4. QUESTIONS/BIDDER’S CONFERENCE

- 4.1** Interested persons or entities can attend the pre-submittal bidder’s conference (the “Bidder’s Conference”). Attendance is not mandatory for responding to this RFP. At

the Bidder's Conference, a representative from the District will be available to answer questions properly submitted in writing pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder's Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.

- 4.2 Please RSVP via email to Sealedbids@slps.org 24-48 hours prior to Bid Conference Date, if you plan to attend the bidder's conference for this RFP. The subject of the e-mail shall be "BIDDER'S CONFERENCE RSVP - RFP #009-2223".**

- 4.3** No communication shall be made with any District employee, other than Sealedbids@slps.org, regarding this RFP. Violation of this provision may result in the rejection of Proposal.
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Section 5. THE PROPOSAL

- 5.1** The Scope of Services for this RFP is set forth in Attachment A.

5.2 Part I – Qualifications/Certifications/Resume and Operations Plan

The following information should be provided in Part I of the Proposal. The documents should be clearly marked: "Part I – Qualifications"

- 5.2.1** Bidders should provide detailed information addressing each of the following areas:

5.2.1.1 Licensing and certification in the field of the requested services;

5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;

5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

5.2.2 Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

5.2.3 Bid Response Elements

5.2.3.1 Entity Qualifications

5.2.3.2 References (other school districts where possible)

5.2.3.3 Brief description of entity's experience with providing the requested services

5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)

5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part II – Cost/Pricing Proposal

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.

5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.

5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.4 Part III –Required Documents

The following information must be provided in Part III of the Proposal.

The Proposal should be clearly marked: “Part III – Required Documents”

- 5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit
- 5.4.2 Attachment D - Bidder Affirmation Form
- 5.4.3 Attachment E - Bidder Checklist
- 5.4.4 Attachment F –Non-Submittal Form – ONLY IF DECLINING TO SUBMIT PROPOSAL**
- 5.4.5 Attachment G - Contract Template - Each Vendor is required to include, as part of the documents submitted with its Proposal, the actual contract the Vendor is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Vendor’s Proposal. Attached to this RFP is the SLPS contract form (See Attachment G) that must be used by each Vendor. Each Vendor must mark-up the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Vendor must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Vendor proposes to make to the SLPS contract form. All information included in a Proposal may be incorporated, at the SLPS’s sole option, into the contract to be entered into between SLPS and the successful Vendor.
- 5.4.6 Attachment H - W-9 & Vendor Registration Application
- 5.4.7 Attachment I – No Boycott Israel Certification Form
- 5.4.8 Attachment J - SAM Report – See Section 3.18

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 6.1 Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Evaluation Criteria	Points
Cost of Proposal	20
Content of Training Program	30
Firm experience with similar projects in K-12 districts of similar size	20
Presentation/Content of Therapy System	15
Experience/Accessibility of Proposed Team	10
M/WBE Participation	5
Total Points Possible	100

- 6.2 Bid Opening** – All Proposals received on or before the **April 5, 2023, at 2:00 P.M.** shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.
- 6.3 Evaluation** – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Bidder solely on the basis of submittals, or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Director, Financial Management Office
Grants Manager
Director of Special Education
Special Education Process Supervisor
Special Education Process Supervisor for Data and Technology
Procurement Representative

- 6.4 Contracting** – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such

negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

7.1 It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women's business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

7.1.1 **Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.

7.1.2 **Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.

7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.

7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the Special Administrative Board

7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:

7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all

qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

- 7.2.1.3 The SELECTED BIDDER 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 that labor unions or workers representative of the Bidder's commitment under contracts with the District.
- 7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
- 7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

- 7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Division of Purchasing and Material Management

Online: For MBE's: <http://www.oa.mo.gov/>

For WBE's: <http://www.oa.mo.gov/>

Phone: (573) 715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: <http://www.mwdbe.org/>

Phone: (314) 426-8111

Section 8. RESERVATIONS / STIPULATIONS

- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 8.4** Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
- 8.5.1** Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2** The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any

member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

- 8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website www.slps.org under "Site Shortcuts", "Board of Education", "Board Policies".
- 8.5.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 8.5.9 It does not do business as or operate under any fictitious name.
- 8.5.10 It has only presented one Proposal in response to this RFP.

- 8.5.11 The Proposal is made in good faith.
- 8.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 8.5.13 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 8.5.14 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)

Pursuant to Missouri Revised Statute 285.530, all Bidders awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Bidder must affirm the same through sworn affidavit and provisions of documentation, and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for such County _____ and State, _____ personally appeared _____ of _____, known to me to be the person who executed the affidavit on behalf of said _____ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this ____ day of _____, 20__.

Notary Public

My commission expires on: _____

ATTACHMENT A

RFP #009-2223

THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT

Scope of Services

Third Party Medicaid Claiming Management of Direct Therapy Services and Non-Emergency Medical Transportation

1. The contractor's system must be compatible with the following browsers: Firefox Mozilla, Safari, and Google Chrome.
2. The system should allow the district to download real time data.
3. The contractor shall provide any programming necessary to permit interface between the district's current database and that of the contractor.
4. General Security Requirements:
 - a. The contractor should describe how the system assures record confidentiality.
 - b. The system should allow for password and multiple security levels to maintain system security.
 - c. The system should allow the district to manage access permissions to adhere to the strictest federal and state confidentiality regulations (HIPAA/FERPA).
 - d. The contractor should describe if the system will allow for an automatic sign-off based on inactivity time wherein the district can set the time clock.
 - e. The contractor should describe how user rights are restored if an error occurs.
 - f. The contractor must provide secondary backup for data storage and security.
 - g. The contractor should describe if the system will enable all transmissions between the server and the client to be encrypted.
5. The contractor must provide maintenance and support for the system.
6. The contractor must implement any modifications/upgrades in its process and/or systems that are required as the results of any changes in policies and/or procedures concerning Medicaid claiming and special education.

7. The contractor's services provided under the contract shall comply with all applicable federal and state laws and regulations.
8. The contractor should describe how quickly it responds to changes in regulations.
9. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
10. The contractor shall have on staff or subcontract with a Physician that will write prescriptions for therapy services indicated in the IEP that will be billed for Medicaid reimbursement.
11. Training and Technical Support:
 - a. The contractor should develop and provide a comprehensive training and technical assistance program to ensure a smooth start up and ongoing implementation of the system for administrators, healthcare providers, and other personnel.
 - b. The contractor should provide appropriate training in order to ensure that the district's staff is able to comply with all applicable regulations, rules of the U.S. Department of Health and Human Services (DHHS) and Centers for Medicare and Medicaid Services (CMS) with respect to Medicaid claiming and/or special education. Depending on the specific needs of the district's staff, this training will be conducted onsite or via webinar.
 - c. Once the initial trainings are complete, the vendor must provide quarterly on-site professional development trainings for the staff utilizing the system. The contractor must also provide another resource of training during those quarterly trainings, such as on-line tutorials, webinars, etc.
 - d. The contractor should provide telephone and email support throughout the term of this contract agreement. The selected contractor must make available a toll-free number and an email address that can be used by the district's staff to contact a designated account representative.
 - e. The contractor should establish and maintain a website that can be accessed by the district's staff. The website must include, at minimum, the following information:
 - a. Copies of training material used in conjunction with the contractor's training programs.
 - b. Copies of informational material concerning Medicaid claiming.
 - c. Contact information for technical support and/or customer service.
 - d. Links to related websites.
12. The contractor must inform the district if any events occur that will materially impact its ability to provide products, services, and/or technical assistance to the district. The selected contractor must provide the district with a report of any remedial actions taken.

13. The contractor shall define the options it will make available for the necessary data transfers between the district's other databases and that of the contractor.
14. The system should have the ability to transfer data as well as records to other schools. (The transferred records must include all data as well as archived records with signatures.)
15. The system should allow the district to identify data elements that are required for completion of student identification including name, address, and school, and pre-fill these data elements on the required forms.
16. The system should allow for unique identification of students.
17. In the event the vendor/client relationship ends, the contractor must remit the district's records and/or provide access to the district's information electronically for no less than five years.
18. The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the district.
 - a. The contractor shall make all such records, books, and other documents relevant to the contract available to the district and/or its designees and/or the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
 - b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor.
19. The contractor should have experience processing FFS claims for Missouri school districts. Please provide references for current Missouri school district clients.
20. The contract shall provide a mechanism, at the discretion of the District, in which to bill for Non-Emergency Medical Transportation (NEMT). The mechanism shall track Medicaid Eligibility, IEP Authorization, Parental Consent, Direct Therapy Services, Ridership and Routing information, and any other information pertinent to NEMT billing.
21. Administer Financial Reporting and Annual Cost Settlement calculation to prepare invoices, as needed, to reconcile interim payments with actual costs for direct services provided under the Medicaid program.

B. FUNCTIONAL AND TECHNICAL REQUIREMENTS FOR DIRECT THERAPY SERVICE CLAIMING:

SECTION 1: GENERAL DIRECT SERVICE CLAIMING MANAGEMENT REQUIREMENTS

1. The contractor should serve as the third-party Medicaid billing agent for all claims submitted on behalf of the district for direct therapy services provided to students.
2. The contractor should provide the district with the development, implementation, and ongoing maintenance of a customized and automated web-based billing system to capture the provision of medically necessary direct therapy services provided to Medicaid-eligible students, pursuant to IEP.
3. The electronic claims management system must be able to construct claims acceptable to Medicaid that are in agreement with the IEP-prescribed plan of care, confirms the appropriate licensure of the service provider, and ensures the adequacy of the narrative clinical note.
4. The contractor shall submit to MO HealthNet all current and future claims of the district in the format and mode required by MO HealthNet.
5. The contractor shall execute all documents and forms necessary for submitting claims under the contract.
6. The contractor shall submit Medicaid billing claims on behalf of the district for district students eligible for Medicaid at the time a claimable service was provided by the district.
7. The contractor must conduct periodic reiterative billing in an effort to recover previously denied claims given evidence that the claim has become eligible. The contractors system should allow for the recovery of electronic claims information from Missouri Healthnet and allow district personnel to correct said claims for rebilling to Missouri HealthNet.
8. The contractor shall check the Medicaid eligibility for students prior to submitting any claims under the contract.
9. The contractor should describe how data is archived and for how long.
10. The contractor must provide access to archived (non-converted) historical data for reporting and auditing purposes.
11. The contractor should demonstrate a thorough knowledge of all the applicable statutes, regulations, policies and other requirements concerning Medicaid claiming.
12. The contractor must stay abreast of changing Medicaid regulations and policies on both the state and federal level.

13. The contractor shall advise the district on policy changes related to the direct service claiming program within fourteen (14) business days after receiving notification of changes from MO HealthNet.
14. No later than thirty (30) calendar days after the effective date of the contract and at any time there is a significant change in the contractor's program or MO HealthNet's claims procedure, the contractor shall provide training and support on all aspects of the claims procedures to key district staff at no additional cost. At the request of the district, the contractor shall develop materials for training district staff. The contractor shall provide any training materials required for the district to conduct training of participating district staff.
15. The contractor must provide audit assistance and onsite technical assistance reviews to help ensure the district is compliant with program regulations and maintains proper documentation.
16. Within seven (7) calendar days after the contractor receives notice from the district, the contractor shall attend any audit or similar meeting in St. Louis, Missouri between the district and MO HealthNet at no cost to the district. The contractor shall work with MO HealthNet to resolve issues and keep the district informed of all discussions.

SECTION 2: SYSTEM REQUIREMENTS

1. The electronic FFS claims management system should provide the ability to respond quickly to changing regulations on state and federal levels. This drives the need to update and change billing costs and formulas in compliance with Medicaid regulations.
2. The electronic FFS claims management system should have a robust interface allowing easy update and manipulation of stored data to allow for accurate billing of services.
3. The electronic FFS claims management system should provide a method for districts to document and report on all service delivery and cost recovery data it collects.
4. The electronic FFS claims management system must accommodate large volumes of records, while meeting the retention requirements for federal, state, and agency audits. The solution should allow growth with respect to the needs of third party billing.
5. The electronic FFS claims management system should store data about providers including, but not limited to, demographics, degrees, certifications, district employment history, and service delivery history.
6. The electronic FFS claims management system should store data about students, including, but not limited to, demographics, Medicaid-eligibility, IEP service data, service history, transportation, prescriptions, and parental consent.
7. The electronic FFS claims management system should have a user-friendly interface and reduce the workload and paperwork required by providers.

8. The electronic FFS claims management system should be able to use scan-able logs for attendant care services without the requirement for additional data entry on the part of district staff. I think we need to change it to a mobile app device (android, windows, and or iPhone app). The contracted company that is supplying this service should provide the device to their nurses.
9. The contractor shall accept data from the district in electronic format for submission to MOHealthNet. The contractor shall notify the district of the required data for each submission to MOHealthNet and for other required periodic reports.
10. The electronic FFS claims management system should provide secure, individual log-ins for each system user.
11. The electronic FFS claims management system should allow users to change their passwords as needed.
12. The electronic FFS claims management system should include a notification framework to allow administrators to send messages to providers.
13. The electronic FFS claims management system should allow system administrators to view providers' caseloads in real time.
14. The electronic FFS claims management system should allow administrators to manage provider caseloads.
15. The electronic FFS claims management system should allow for the automatic import of service frequency and duration information from an IEP system, and must also allow for the manual entry of frequency and duration information.
16. The electronic FFS claims management system should allow for a multi-level administration process allowing each level to review service data before it is submitted as part of a claim.
17. The electronic FFS claims management system should allow system administrators to assign direct therapy services to providers' caseloads.
18. The electronic FFS claims management system should have the ability to store complete service histories with progress notes for reporting.
19. The electronic FFS claims management system should allow for the quick reporting on service data and notes on a per provider, per student, or per service type basis.
20. The electronic FFS claims management system should allow providers to view their caseloads, as well as schedule, deliver, and track student services.
21. The electronic FFS claims management system should allow include a schedule management function that can export data to Outlook calendars.

22. The electronic FFS claims management system should allow providers to schedule services and record service notes for a group/series of service events for greater overall efficiency.
23. The electronic FFS claims management system should allow users to schedule group services (i.e. a session with two or more students). The system should allow for the development and modification of groups. The system should allow for the delivery of these group services with information unique to each group member.
24. The electronic FFS claims management system should provide data validation to reduce errors in Medicaid claims.
25. The electronic FFS claims management system should provide pre-loaded banks of diagnostic and procedure codes for each provider type to ensure compliance with state and federal regulations.
26. The electronic FFS claims management system should allow for the management of non-prescribed services such as assessments and evaluations with the ability to claim for those services based on subsequent status changes.
27. The electronic FFS claims management system should allow for tracking of non-billable activities.
28. The electronic FFS claims management system should contain an internal messaging system that can be used to provide user information. This messaging should also enable the delivery of email messages.
29. The electronic FFS claims management system should have a dashboard area providing quick access to undelivered services, caseloads, and important system elements.
30. The electronic FFS claims management system should allow for scheduling of services based on a recurring schedule.

SECTION 3: SYSTEM REPORT REQUIREMENTS

1. The electronic FFS claims management system should include the following standard reports:

PROVIDER REPORTS

- a. **PROVIDER SERVICE MINUTES REPORT** – summarize total service minutes by month for each provider for students in his/her caseload

DISTRICT REPORTS

- a. CASELOAD SERVICE LOGS - display the Caseload Register, listing all students in the selected provider's caseload as well as the Student Service Delivery Log for each of the selected providers.
- b. CLAIMS WAITING TO BE BILLED - display total unclaimed amounts by service date (month/year) for the selected district.
- c. MEDICAID EXCEPTION REPORT - display a list of those students whose Medicaid information differs from their student demographic information.
- d. STUDENT REGISTER - display a student list for each location.
- e. STUDENT MEMBER DISTRICT EXCEPTION REPORT - display a student list for students that do not have a location assigned to them.
- f. STUDENT REGISTER WITH NO PARENTAL CONSENT - display a student list for students with no parental consent or partial parental consent for the selected year.
- g. STUDENT REGISTER NO PRESCRIPTIONS - display students with no prescriptions for the selected year by service type.
- h. STUDENT SERVICE PROVIDED CHART - display a chart of services provided to each student by service type.
- i. SERVICE ENTRY REVIEW – summarize service entries by provider, including student name, service date, service type, entered by, and entry date.
- j. STUDENT MONTHLY SERVICE TOTALS - display total services by month for each student for the selected year.
- k. PROVIDER MONTHLY SERVICES - display total service minutes by month for each provider for the selected year.
- l. STUDENT MONTHLY COMPLIANCE - display total service minutes by service type and month for each student.
- m. STUDENT WEEKLY COMPLIANCE - display total service minutes by week and service type for each student for selected date range.
- n. RECEIVED MEDICAID CLAIMS - display total amount billed, total amount paid, paid percentage and RA imported percentage for the selected month/year by service type or total services for the selected district and month.

- o. PAID MEDICAID CLAIMS STUDENT COUNT - display the total amount of students that received services and amount received for those services for the selected year.
- p. PAID MEDICAID CLAIMS STUDENT COUNT PER SERVICE - display total units paid, student with services amount paid count, amount paid for the services, and paid percentage by service for the service type.
- q. PROVIDER PAID MEDICAID CLAIM STUDENT COUNT PER SERVICE - display student count, line item paid, and percentage paid by service type and provider for the selected school year.
- r. DENIED MEDICAID CLAIMS – display denied Medicaid claims with the ability to review each claim and make corrections for resubmission. This report should also show the dollar amount of denied claims by student, provider, and service type.
- s. DUPLICATE SERVICES - display duplicate service entries for students that have services on the same day with the same service length and same procedure code. Entries should be editable from within the report.
- t. MONTHLY MEDICAID CLAIMS STATUS REPORT -display claims pending, paid and denied. Should display the dollar value of claims per student, provider, and service type.

STATEWIDE/OTHER REPORTS

- a. SERVICES NOT CLAIMED - display total unclaimed services for each district by service date (month/year), broken up by month and district.
- b. PREVIEW UNBILLABLE SERVICES - display all services that cannot be billed for various reasons, such as missing Medicaid number, parental consent student age etc.
- c. REVIEW SERVICE LOGS - display all services that are ready to be billed. It should prescreen for services that pass normal validation, such as Medicaid number, parental consent, prescription, and age.
- d. The contractor shall provide the district with other reports as requested that include but are not limited to the following:
 - i. Percentage of claims paid after first submission.
 - ii. Percentage of claims paid after second submission.
 - iii. Main reasons for claim denials.

- iv. Turnaround time showing the date the service was provided, receipt of data from district, claim submitted, and payment received.
- e. Within one month of the contractor receiving notification of claim denial, the contractor shall provide the district with a report specifying the reason for each denied claim. The district shall provide the contractor with required data or documents and the contractor shall resubmit the claim to MO HealthNet.
- f. The system should have a built-in data mining tool with access to all system information that allows the district to view data using multiple layers. (e.g. dollar amount of paid claims filtered by provider, by quarter, and by service type.)

School District Administrative Claiming Services

In general, the selected vendor will provide all services and technical assistance that are needed in order to submit valid SDAC claims for the DISTRICT. More specifically, the selected vendor will be responsible, at a minimum, for the following tasks:

- a) The contract shall provide billing and collection services for the District in accordance with the provisions and requirements stated herein.
- b) The contractor shall submit all School District Administrative Claiming (hereinafter referred to as SDAC) to MOHealthNet (or other agency or vendor appointed to process Missouri SDAC) on behalf of the District for services provided by District employed and contracted staff at the District School Sites.
 - a. The contractor shall be responsible for submitting the SDAC claim utilizing MOHealthNet's data combined with the District's salary and benefits for the quarter. The contractor will be expected to create and oversee a participant pool, to train participants, and to code activities.
- c) Provide all of the products, services and technical assistance that are necessary in order for the District to be able to submit accurate and timely claims to the Missouri Department of Social Services' (DSS) MOHealthNet Division with respect to the claimable costs that the District incurs in providing administrative outreach services for the Medicaid program. The selected vendor must offer alternatives with respect to the completion of the Random Moment Sampling (RMS) forms that are part of the SDAC claims development process in Missouri: i.e., paper RMS forms that can be completed manually by the selected Time Study participants – and provided that this methodology is approved by MOHealthNet, an automated RMS system that will allow the selected Time Study participants to complete automated RMS forms at a secure Website.
- d) The contractor shall perform all services to the sole satisfaction of the District.
- e) **Contractor Requirements:** The following requirements shall apply to submissions for claims for the School District Administrative Claiming program.
 - a. The contractor shall accept data from the District in electronic format for submission to MOHealthNet. The contractor shall notify the District of the required data for each submission to MOHealthNet and for other required periodic reports.
 - b. The contractor shall provide any programming necessary to permit interface between the state agency's current database(s) and that of the contractor.
 - c. The contractor shall provide the District with a monthly report of the claims pending, paid and denied for the School District Administrative Claiming program.

- d. The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the District.
- e. The contractor shall make all such records, books, and other documents relevant to the contract available to the District and/or its designees in an acceptable format and at all reasonable times during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.
- f. The contractor shall permit governmental auditors and/or authorized representatives of the District to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The District will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.
- g. The contractor shall advise the District on policy changes related to the program within fourteen (14) business days after receiving notification of changes from MOHealthNet.
- h. Conduct quarterly Time Studies based on using a Random Moment Sample (RMS) to determine the amount of time and associated costs that the District's staff provides in support of the Medicaid program. The selected vendor will develop appropriately sized randomized samples – and provide consistent oversight with respect to the distribution and collection of RMS forms and data.
- i. Collect information from the District regarding the salaries and other claimable costs of the District's SDAC-related staff. Vendor will perform data entry tasks relating to the information received as necessary.
- j. Provide the District with a copy of all of its SDAC claims – and with Flash Drives that contain electronic copies of those claims and all of the applicable back-up information/source documents concerning those claims. The school district will retain the originals of all such back-up information/source documents.
- k. Store electronic copies of all of the District's SDAC claims – and all of the applicable back-up information/source documents concerning those claims – in a protected, archival

environment. This archival environment must include, at a minimum, two levels of back-up that are maintained in separate locations.

- l. Implement any modifications/upgrades in its processes and/or systems that are required as the result of any changes in MOHealthNet's policies and/or procedures concerning SDAC claiming in Missouri.
- m. Provide appropriate training, on an "as needed/as requested" basis, in order to ensure that the District's staff are able to comply with all of the applicable regulations, rules, etc. of the U.S. Department of Health and Human Services' (DHHS) Centers for Medicare and Medicaid Services (CMS) and MOHealthNet with respect to SDAC claiming in Missouri. Depending upon the specific needs of the District's staff, this training will be conducted on-site, via Webinars and/or telephonically.
- n. Provide telephone and email support throughout the term of this "Letter-of Agreement". The selected vendor must make available a toll-free number and an email address that can be utilized by the District's staff to contact the support personnel.
- o. Establish and maintain a Website that can be accessed by the District's staff. This Website must include, at a minimum, the following information: the names, telephone numbers and E-mail addresses for all of the selected vendor's staff who will be providing services to the District; copies of training material utilized in conjunction with the selected vendor's training programs; copies of informational materials concerning SDAC claiming; and links to related Websites.
- p. Inform the District if any events occur that will materially impact the selected vendor's ability to provide products, services and/or technical assistance to the District. The selected vendor must provide the District with a report of any remedial action taken.
- q. Provide the District with periodic progress reports concerning its SDAC claims. These progress reports will list all of the SDAC claims that the selected vendor has developed for the District and the status of same: i.e., Paid, Pending or Denied.
- r. The contractor's services provided under the contract shall comply with all applicable Federal and state laws and regulations.

ATTACHMENT B

RFP #009-2223 THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT

COST / PRICING PROPOSAL

1. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

2. ANNUAL INCREASES IF RENEWED:

(2024 - 2025) _____ %

(2025 - 2026) _____ %

Signature of Authorized Official

Date

Company Name

ATTACHMENT C E-VERIFY AGREEMENT

[Name of Vendor]:

a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (“District”) prior to or contemporaneously with the execution of a contract with the District;

b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____
(Signature)

Printed Name and Title: _____

For and on behalf of: _____
(Company Name)

ATTACHMENT D
BIDDER AFFIRMATION FORM

RFP TITLE: THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT
RFP #: 009-2223

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for **RFP #009-2223, THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT**, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the District within three (3) days, proof of liability insurance.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title _____

Print Name

Signature

Date

Address

() _____ () _____

Business Telephone Number Facsimile

E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request for Qualification as principals of the company are as follows:

**ATTACHMENT E
BIDDER CHECKLIST**

RFP TITLE: THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT

RFP #: 009-2223

- ☐ Submitted all information as requested.
- ☐ Received _____ number of addendum(s).
- ☐ Submitted (5) marked “Copies”, (1) marked “Original”, and (2) electronic flash drives.
- ☐ Signed Federal Work Authorization Program Agreement.
- ☐ Signed and notarized Federal Work Authorization Program agreement and affidavit.
- ☐ Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- ☐ Signed and dated Cost / Pricing Proposal.
- ☐ No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- ☐ Prepared to provide the insurance required.
- ☐ Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- ☐ Submitted state tax identification number. _____
- ☐ Bid Bond attached (if applicable).
- ☐ M/WBE Utilization Good Faith Efforts Report
- ☐ Submitted a copy of a System For Award Management (SAM) Status Report: www.sam.gov.
- ☐ Submitted No Israel Boycott Certification Form.
- ☐ Submitted Completed W-9 Form & Vendor Registration Application.

Signature of Authorized Official

Date

Company Name _____

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT, SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT
RFP #: 009-2223

NOTE TO BIDDER:

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- () Unable to meet the requirements for this project.
- () Unable to meet the time frame established for start and/or completion of the project.
- () Received too late to reply. Received on _____ .
- () Please remove our company's name from receiving similar type solicitations.
- () Other: _____
-

Your response will be given careful consideration and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

Authorized Signature

Title

Date

Name of Company / Consultant

Company Address

() _____
Business Telephone Number

() _____
Facsimile

E-Mail Address

**ATTACHMENT G
CONTRACT TEMPLATE
RFP TITLE: THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT,
SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT
RFP NO: 009-2223**

For ATTACHMENT G: CONTRACT TEMPLATE: visit <https://www.slps.org/Page/75737>

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ATTACHMENT H
W-9 AND VENDOR REGISTRATION

To access the W-9 AND SLPS online VENDOR REGISTRATION: visit the link,
<https://www.slps.org/Page/1131> to complete the forms.

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ATTACHMENT I
NO ISRAEL BOYCOTT CERTIFICATION FORM

**RFP TITLE: THIRD PARTY MEDICAID CLAIMING OF DIRECT THERAPY, NEMT,
SCHOOL DISTRICT ADMIN CLAIMING SVCS AND COST SETTLEMENT
RFP No: 009-2223**

Effective July 13, 2020, a Missouri governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract (MO. Gov't Code SCS/SB 739)

SCS/SB 739 - This act creates the "**Anti-Discrimination against Israel Act**". Under this Act, public entities are prohibited from entering into certain contracts with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of goods or services from the State of Israel or any company, or person or entity, doing business with or in the State of Israel. Any contract failing to comply with the provisions of this act shall be void against public policy.

This Act does not apply to contracts with a total potential value of less than \$100,000 or to contractors with fewer than 10 employees.

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

Yes, we acknowledge and comply with the following:

☐ **NO ISRAEL BOYCOTT CERTIFICATION**

Vendor Name:_____

Printed Name of Authorized Company Official:_____

Signature of Company Official:_____

Date:_____

ATTACHMENT J
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

To register or retrieve your SAM Report, visit <https://sam.gov/content/home>.

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