



REQUEST FOR PROPOSAL

RFP TITLE: Request for Proposal (RFP) for Electronic IEP and Medicaid Reimbursement Software

RFP NUMBER: 38-P-09-22-AS

SCOPE OF WORK/SERVICE: Washoe County School District (WCSD) is soliciting interested and qualified organizations to provide an electronic software system that will allow users to draft Individualized Education Plans (IEP) and log services for Medicaid billing.

RFP DUE / OPENING DATE & TIME: **November 10, 2021 at 2:00 p.m. (local time)**

*NOTE: Proposals will **NOT** be accepted via email, fax, or verbally at any point of time in the RFP process (e.g., withdrawal and/or resubmitting). Only sealed proposal submissions will be accepted. Any proposal submissions that are otherwise received will be rejected. All RFP responses must be signed by an authorized representative of the submitting vendor in order to be considered. Any submission not signed will be disqualified and rejected (refer to Sections 1.11 and 54.0). Certified electronic digital signatures are acceptable. Non-certified electronic digital signatures will **NOT** be accepted.*

QUESTIONS: All questions must be submitted no later than 4:30 p.m. (local time) on October 18, 2021 by email to: solicitations@washoeschools.net

SOLICITOR'S LOCATION: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

SURETY REQUIREMENT: **NONE REQUIRED**

RFP FACILITATOR *: Andrea Sullivan, Director of Procurement and Contracts

PUBLISH DATE: September 29, 2021

NUMBER OF PAGES IN THIS RFP: 29

EXHIBITS: None

*** The Facilitator for this RFP is identified above. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.**

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RESPONSE TO RFP

1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios/binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:

1.1.1 One (1) original proposal marked "MASTER".

1.1.2 Twenty-four (24) identical bound "COPIES".

1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy.

1.1.4 FINANCIAL STABILITY

Submit (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of operation.

If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."

The financial documents are to be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Service for review (Section 49.0 – Evaluation Criteria A). **Do NOT include this documentation in the proposal binders.** Only one (1) copy of the documents is required with submission.

Should a privately held company deem certain financial information to be **confidential**, it must identify what information is to be considered confidential as supported by law.

1.1.5 Provide Twenty-four (24) copies of itemized cost/pricing/fee and/or schedule (per Section 49.0 – Evaluation Criteria B). Copies must be submitted in one (1) separate, sealed envelope and identified as such.

1.2 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified, and/or mislabeled.

1.3 Proposals submitted by telephone, telegraphic notice, email, and/or facsimile will NOT be accepted.

1.4 RFP and any signed/acknowledged Addenda/Amendment(s) shall be submitted in a sealed envelope or box and labeled using the following format:

SUBMITTING PROPOSER NAME: _____
RFP TITLE: Electronic IEP & Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS
DUE/OPENING DATE & TIME: November 10, 2021 at 2:00 p.m. (local time)

MAIL OR DELIVER PROPOSAL TO: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

1.5 In order for a proposal to be considered, it is mandatory that the RFP documents be received and time-stamped by the WCSD Purchasing Department, Room 0, no later than 2:00 pm (local time) on the due date identified on Page 1 of this RFP document.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- 1.5.1 **Late proposals will NOT be accepted.** A proposal may be received any time prior to the due date and time and no later than the due date and time. A proposal arriving after 2:00 p.m. (local time) will be returned to its sender unopened.
- 1.5.2 If the late proposal arrives via carrier (e.g., Fed-Ex, UPS, USPS, etc.), the Proposer will be responsible for all return shipping costs of proposal submission.
- 1.6 All accepted proposals and accompanying documentation by WCSD's Purchasing Department become the property of WCSD and will not be returnable to submitting Proposer.
- 1.7 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted with the required forms identified in Sections 52.0 – 54.0 of this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness, and clarity of content.
- 1.8 Any irregularities and/or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction and/or clarification via email to: solicitations@washoeschools.net prior to the due date/time identified on Page 1 of this RFP document.
- 1.9 When a **surety** is required (refer to Page 1), such surety shall be acceptable only in the form of a Bond, Certified Check or Cashier's Check in the amount identified in Section 38.0. The surety must accompany the submission. After award of RFP by the authorized WCSD representative(s) is obtained, the surety of any unawarded Proposer(s) will be returned.
- 1.10 Addenda/Amendment(s) issued may become an integral part of this RFP and are posted on the following websites:
- <http://www.washoeschools.net/Page/778>
 - <https://www.demandstar.com/app/login>
- 1.10.1 Proposer should acknowledge receipt of Addenda/Amendment(s) by signing and returning any Addenda/Amendment(s), if requested, with the Proposer's RFP submission. It is the Proposer's responsibility to insure receipt of any Addenda/Amendment(s). Failure to submit a signed Addenda/Amendment(s) may result in rejection/disqualification of a Proposer's RFP submission.
- 1.10.2 To insure that Proposer receives any Addenda/Amendment(s) issued for this RFP, Proposer must notify WCSD Purchasing Department via email at solicitations@washoeschools.net with name, address, phone, and email. Once request is received, Purchasing will email any addenda documents required by this RFP.
- 1.10.3 If Proposer is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any Addenda/Amendment(s) issued. (*Demandstar requires paid membership*)
- 1.11 WCSD reserves the right to reject any and all proposals received, or any part thereof. An authorized representative of Proposer's organization must sign this RFP document (refer to Section 54.0). **An unsigned proposal will be rejected.** Proposals may also be rejected for any of, but not limited to, the following additional causes:
- A. Evidence of collusion among Proposers exists.
 - B. Proposer fails to meet any terms and conditions as specified in this RFP.
 - C. Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFP and complete the work/service described.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- D. WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete work described.
 - E. Cost of work/service exceeds budgetary constraints.
- 1.12 Any prices provided in the Proposer's submission that are relevant to products that may be supplied in addition to the work/service shall be *F.O.B. Destination* and exclusive of all federal, state, and local taxes. No shipping charges will be allowed.
 - 1.13 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
 - 1.14 Proposer assumes all risks involved with method of distribution the Proposer chooses. WCSD assumes no responsibility for Proposer's failure to deliver RFP submission in accordance with the specified receiving point and time stated herein.
 - 1.15 All proposals and accompanying documentation that are accepted by WCSD's Purchasing Department become the property of WCSD and will not be returned.
 - 1.16 Exceptions to any of the terms, conditions and/or specifications of this RFP must be noted in Section 53.0. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions if deemed to be in the best interest of the WCSD.
 - 1.17 The Facilitator for this RFP is identified on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.

2.0 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by written notification delivered via e-mail to solicitations@washoeschools.net provided such notice is received prior to the due date and time identified on Page 1 of this RFP. A request for withdrawal of a proposal received after the due date and time will not be considered.

3.0 PROPRIETARY & CONFIDENTIAL INFORMATION

- 3.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Nevada Revised Statute, Chapter 239 (NRS 239)). Under said law, all WCSD records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 3.2 Proposers are advised that after a Letter of Intent/Recommendation of Award has been released (refer to Section 36.0), the complete content of all proposals will become public record, and nothing contained in the proposal will be deemed confidential.
- 3.3 Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus, proposals should contain sufficient information to be evaluated without reference to any proprietary information.
- 3.4 WCSD reserves the right to consider financial statements from privately held companies as confidential, but the separate, sealed envelope (per instruction in Section 1.1.4) containing the financial statements must be marked as *CONFIDENTIAL* for any consideration to be given.

4.0 FORMAL INTERVIEWS AND PRESENTATIONS

WCSD reserves the right to require, any or all, Proposers to give a presentation or demonstration (either by virtual means or in-person) illustrating their abilities relative to this RFP and/or attend an interview session to gauge suitability to provide work/service. If so requested, Proposer(s) shall make their personnel available within ten (10) business days of request for formal interviews and presentations. No cost allowance shall be

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

permitted for this requirement. WCSD also reserves the right to make its own ROA from any written proposal without presentations and/or formal interviews.

5.0 GOVERNING LAW, COMPLIANCE WITH LAW, AND ATTORNEY FEES

Should there be any resulting contract of this RFP, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving the RFP submission and/or resulting contract may be brought except in the federal courts located in Washoe County, Nevada, USA. Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply. All parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

6.0 DISPUTE RESOLUTION

6.1 Any breach, controversy, or claim arising out of, related to the RFP, and/or any resulting contract of this RFP shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.

6.2 If the WCSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation of the work/service via a summons and complaint upon the WCSD.

6.3 Failure to effectively provide work/service to the WCSD within said time shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

6.4 If the matter is arbitrated, WCSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.

6.5 The parties agree that any arbitrator may not award attorney's fees in any case.

6.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP, the awarded Proposer's response to this RFP, and any contract submitted by the awarded Proposer, the language in this RFP shall take precedence.

7.0 DEBARMENT, SUSPENSION, AND OTHER LEGAL MATTERS

7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

7.2 Submission of a signed proposal in response to this RFP is certification that Proposer's organization (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also confirmation that WCSD will be notified of any change in this status.

7.3 If WCSD was required by NRS 332.039 to advertise for this RFP, then by way of a submitted signed RFP, the Proposer provides a written certification that the Proposer is not currently engaged in, and during any term of any resulting contract of this RFP, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).

7.4 Loss of Contract and/or Inability to Fulfill Requirements

- If Proposer has had a contract terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance, due to Proposer's non-performance, or poor performance, and the issue was either: (i) not litigated; or (ii) litigated

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

and such litigation determined Proposer to be in default. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter to WCSD's Purchasing Department.

- WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's proposal if the facts discovered indicate that the completion of any contract resulting from this RFP may be jeopardized by selection of Proposer. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so in the proposal submission.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant contract of this RFP, WCSD may cancel said contract without termination charge or penalty. Written notification from WCSD shall be made should this occur.
- 8.2 WCSD would only exercise the FUNDING OUT CLAUSE above, if WCSD is unable to appropriate the necessary funds to pay for the work/service under this RFP.
- 8.3 If WCSD is unable to appropriate necessary funds to pay for the work/service under this RFP per Section 8.2 above, WCSD reserves the right to contract with another party for the same work/service immediately following the termination of a resultant contract specific to this RFP. In addition, should WCSD appropriate the funds at a later time, WCSD also reserves the right to issue a new RFP for said work/service.

9.0 DEFAULT

In case of default by awarded Proposer, WCSD reserves the right to any/all of the following actions:

- Deduct any unpaid balance due the awarded Proposer.
- Procure the product, work, and/or service from another source.
- Hold the defaulting awarded Proposer responsible for any excess cost associated.
- Assess and apply a penalty equal to five percent (5%) of the total contract price.
- Commence with proceedings against any surety and/or performance bond held in conjunction with the resulting contract of this RFP.
- Prohibit the awarded Proposer for a period of not less than one (1) year.
- Pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

Any resulting contract from this RFP may be terminated in whole or in part by WCSD with or without cause without penalty or fee; however, only after the contracted Proposer is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

NOTE: Preference will not be given to any Proposer working under any other existing contracts that allow joint use by public agencies.

NRS 332.195 Joinder or Mutual Use of Contracts by Local Governments, states the following:

1. *Except as otherwise provided in this section:*

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

(a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

(b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

2. *A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to Chapter 624 of NRS is required for any portion of the work to be performed under the contract.*

12.0 AMERICANS WITH DISABILITIES

WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 INSTALLATION

If applicable, the awarded Proposer shall make good and to the satisfaction of WCSD any damage resulting from the work/service caused by any installation. Wherever, in these specifications, a specific brand, make, and/or model of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

NOTE: WCSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages based on the estimated project/construction budget (if applicable) should it be deemed in its best interest.

- 14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain, and keep in force for the duration of the resulting contract of this RFP, insurance conforming to the minimum limits as specified in this RFP document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) Form and the Additional Insured Endorsement(s) to which required coverage of the endorsement applies.
- 14.2 The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy. The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.
- 14.3 The Acord 25 Certificate of Insurance (COI) Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required. In addition to the awarded Proposer providing the COI, the Proposer shall also provide the Additional Insured Endorsement(s) effecting coverage required (refer to Section 14.6 below).
- 14.4 If not provided with the Proposer's response submission, all COIs and related endorsements are to be received from the awarded Proposer within 5 (five) business days following date of the formal award. Documents must be reviewed and approved by the WCSD's Purchasing Department prior to any work/service being rendered and/or products procured and shall continue in force until the completion of any contract term.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- 14.5 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:

Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512

- 14.6 The Additional Insured Endorsement certificate should be the CG 20 10 11 85 form or a form substantially similar, providing coverage at least as broad as the required form noted. To substantiate the requirement of the WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents, or volunteers.

- 14.7 The COI shall state that if any of the described policies are cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Each insurance policy shall not be suspended, voided, canceled, or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during any term of any resulting contract of this RFP contract.
- 14.8 Upon renewal of any coverage required by this RFP the awarded Proposer or authorized Insurer shall furnish the WCSD with any replacement COI.
- 14.9 WCSD reserves the right to require the awarded Proposer to make available/check of the wording of all required insurance policies at any time.
- 14.10 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents, or volunteers shall not be more than the awarded Proposer's insurance and shall not contribute to Proposer's insurance coverage.
- 14.11 Failure of the awarded Proposer to comply with any of the reporting provisions of the required insurance policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

- 15.1 During any term of the resulting contract of this RFP, the awarded Proposer providing work/service to WCSD shall maintain Commercial General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better:

- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

- 15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with (at minimum) two million dollars (\$2,000,000) aggregate.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

16.1 If applicable to the work/services outlined in this RFP, during any term of any resulting contract of this RFP, the awarded Proposer shall maintain Commercial Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A:VII or better.

16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

17.0 WORKER'S COMPENSATION COVERAGE

Awarded Proposer shall have Worker's Compensation coverage as required by law, including Statutory Limits identified, for the duration of the resulting contract of this RFP to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of any term of the resulting contract of this RFP.

18.0 PROFESSIONAL LIABILITY INSURANCE

During the initial term of resulting contract of this RFP and for any additional time specified by WCSD thereafter, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000); however, WCSD reserves the right to require a higher limit for project(s) that may constitute said requirement. WCSD also requires that Professional Liability Insurance include coverage for unintentional breach of contract. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any work/service is rendered and/or products procured. WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any work/service is rendered and/or products procured. WCSD shall be notified of any changes to the deductibles or self-insured retentions made during any term of any resulting contract of this RFP or during any term of any policy. It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

Proposer must be licensed and/or incorporated to do business in the State of Nevada. Proposer shall possess all applicable licenses and/or certifications to perform the type of work/service in this RFP. Proposer shall possess appropriate city and/or county business licenses, if applicable.

21.0 VESTED INTEREST

21.1 Awarded Proposer cannot receive any benefits (directly or indirectly) and/or be party to other contracts that may emanate from recommendations, contracting actions, and or activities related to this RFP.

21.2 The only benefit the awarded Proposer may derive from this project is payment for rendered work/service, products procured specific to the work/service, and applicable deliverables as outlined in any resulting contract of this RFP, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the resulting contract of this RFP authorized/approved by WCSD.

21.3 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner and/or degree with the performance of work/service required under resulting contract of this RFP. Proposer covenants to its knowledge and ability that in performance of said work/service no person having any such interest shall be employed (refer to Section 52.0, PUBLIC DISCLOSURE FORM (**required** with RFP response submission)).

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

22.0 WARRANTY OF WORK/SERVICE

- 22.1 Proposer warrants that any work/service rendered under any resulting contract of this RFP shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.
- 22.2 Proposer further warrants that any work/service rendered under any resulting contract of this RFP shall fulfill the requirements and intent of the entire contract inclusive of Proposer's proposal. If work/service fails to meet the requirements and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the work/service and/or portion of the work/service that is unsatisfactory. Awarded Proposer shall be liable for all costs/expenses incurred in the performance of corrective work and work/service, including travel, per diem, etc.

23.0 ASSIGNMENT

Any attempt by awarded Proposer to assign and/or otherwise transfer any interest in any resulting contract of this RFP without the prior written consent of WCSD shall be considered "VOID."

24.0 CONFIDENTIAL TREATMENT OF INFORMATION

Proposer shall preserve any information obtained, assembled, and/or prepared in connection with the performance of any resulting contract of this RFP in the utmost professional confidence.

25.0 FORCE MAJEURE

- 25.1 Neither party shall be liable for failure and/or delay in performance under any resulting contract of this RFP, in whole or in part, to an act of God, including, but not limited to COVID19, fire, naturally caused explosions and/or flood; employee/company strike, lockout and/or other labor dispute, civil commotion, human caused explosions, and/or sabotage; acts of any government; unforeseen shortages and/or unavailability of fuel, power, transportation, raw materials and/or supplies; inability to obtain and/or delay in obtaining governmental approvals, permits, licenses and/or allocations; and any other causes which are not within either party's reasonable control, whether or not the cause is specifically identified above.
- 25.2 WCSD will not terminate any contract with awarded/contracted organization that is unable to complete and perform the work/service due to FORCE MAJEURE. WCSD maintains the ability and right to secure other suppliers to provide said work/services, on a temporary basis, if deemed to be in the best interest of WCSD, until the awarded and contracted Proposer is able to return to said work/service and able to meet the requirements of any resulting contract of this RFP.

26.0 INDEMNIFICATION

- 26.1 Proposer agrees to defend, indemnify and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, damage, which arises from any work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of Proposer, any Sub-Proposer of Proposer, and/or any officer, employee, and/or agent of Proposer in the performance of work/service hereunder. Proposer also agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement and/or copyrights on goods supplied.
- 26.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, and/or damage which arises out of the work performed under any resulting contract of this RFP, if such injury, loss, and/or damage is due to the gross negligence and/or intentional misconduct of WCSD and/or any officer, employee, and/or agent of WCSD subject to the provisions of NRS 41, including, but not limited to NRS 41.035: Actions against certain officers and employees of political subdivisions for acts or omissions of other persons.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

26.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act and/or related statute.

27.0 INTELLECTUAL PROPERTY

Any drawings, written reports, and/or other works made and/or provided to WCSD by Proposer shall be considered works for use and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

28.0 NO THIRD-PARTY RIGHTS

Any resulting contract of this RFP is made for the benefit of WCSD and the awarded Proposer and not for any outside party.

29.0 NON-ENDORSEMENT

As a result of the selection of an awarded Proposer to supply work/service and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's work/service is the best and/or only solution. The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.

30.0 RECORDS

Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal and/or state laws, ordinances, codes, and as prescribed by WCSD. Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD. WCSD may audit, examine and/or take excerpts and/or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment and/or any other data as may be pertinent to this RFP.

31.0 EXPENSES

In the event that WCSD agrees to pay for any of Proposer's expenses directly related to work/service and/or products relevant to this RFP, no overhead and/or profit shall be permitted AND Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

32.0 REJECTION/DISQUALIFICATION OF PROPOSALS

32.1 WCSD reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- A. Evidence of collusion among Proposers exists.
- B. Proposer fails to meet any terms and conditions as specified in this RFP.
- C. Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of any resulting contract of this RFP and complete the work/service described.
- D. WCSD investigation determines that Proposer is not qualified to meet the obligations of the contract and complete work described.
- E. Cost of work/service exceeds budgetary constraints.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

33.0 REFERENCES

WCSD may investigate information supplied by Proposer to determine its accuracy. Proposer supplying a reference and/or customer list gives the WCSD permission to contact references listed and understand that any information gathered may be used in evaluation of the proposal.

34.0 PROPOSAL NEGOTIATIONS

WCSD may open negotiations with responsive Proposers after submission of proposals and prior to award. At its sole discretion, the WCSD reserves the right to award any resulting contract of this RFP without negotiation based upon written proposals. The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

35.0 CONTRACT AWARD GUIDELINES

- 35.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or any resulting contract of this RFP in its best interest.
- 35.2 WCSD reserves the right to award resulting contract of this RFP on the basis of individual scope of work/service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 35.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 35.4 Any additional contract documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.
- 35.5 Once awarded, this RFP and any resulting contract of this RFP will be the final expression of a contract between the parties and may not be altered, changed, and/or amended except by mutually approved and executed Amendment.
- 35.6 Unless specifically stated herein, if there exists any conflict and/or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract submitted by the awarded Proposer, the language in this RFP document shall take precedence unless otherwise approved by WCSD.
- 35.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

36.0 LETTER OF INTENT (RECOMMENDATION OF AWARD)

- 36.1 It is the responsibility of the interested Proposer to obtain the Letter of Intent (Recommendation of Award). Both documents are also posted on the following websites:
 - <http://www.washoeschools.net/Page/778>
 - www.DemandStar.com (*DemandStar requires paid Membership*)
- 36.2 Proposer may also obtain a copy of the Letter of Intent (Recommendation of Award) via email at solicitations@washoeschools.net

37.0 APPEAL BY NON-AWARDED PROPOSER

- 37.1 Any non-awarded Proposer may appeal following the posting/distribution of the Letter of Intent (Recommendation of Award).

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- 37.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than five (5) business days after the date of the Letter of Intent (Recommendation of Award). The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- A. Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.
 - B. The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant’s proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 37.3 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents to provide a determination of the appeal to the submitting Appellant.
- 37.4 If Appellant is not satisfied with Director of Procurement and Contracts’ response, Appellant may then appeal to an Appeals Committee designated by the WCSD. If Appellant is not satisfied with the Appeals Committee’s response, Appellant may then appeal to the Board of Trustees, who will render the final decision.
- 37.5 WCSD will stay any award action until a final decision is made on the appeal.
- 37.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.
- 37.7 WCSD is not liable for any costs, expenses, attorney’s fees, and loss of income or other damages sustained by Appellant in proposal appeal process.
- 37.8 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied and/or not upheld, WCSD has the right to file a claim against the bond for expenses suffered by WCSD because of the unawarded appeal.
- 38.0 SURETY
- 38.1 When a **surety** is required (refer to Page 1), proposal submission shall be accompanied by a surety company certified Bid Bond or Cashier’s Check made payable to:
- Washoe County School District
425 East Ninth Street
Reno, Nevada 89512
RE: RFP # _____
- 38.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) of the total RFP submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into any resulting contract of this RFP.
- 38.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.
- 39.0 PERFORMANCE BOND
- 39.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the RFP award for the initial term of the contract.
- 39.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

39.3 The Performance Bond shall be conditioned upon the awarded Proposer’s full performance of the work/service, in accordance with the plans, specifications, terms and conditions of the award of RFP by the Board of Trustees.

39.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal term.

40.0 PENALTIES

In case of default by awarded Proposer, the WCSD may procure the work/service and/or products from other sources and may deduct from any unpaid balance due Proposer and/or collect against submitted surety, bond, or security for the amount of excess costs so paid.

41.0 SEVERABILITY

If a competent court or arbitrator holds any of the terms, covenants, provisions and contracts contained herein invalid, illegal and/or unenforceable, any resulting contract of this RFP shall be interpreted as if such invalid terms, covenants, provisions, and/or contracts were not contained herein and the remaining provisions shall be valid and enforceable.

***** **END OF GENERAL TERMS AND CONDITIONS** *****

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

SPECIAL TERMS AND CONDITIONS

42.0 SCOPE OF WORK/SERVICE

The WCSD is seeking a user-friendly electronic software system that will allow system users to draft IEPs and log services for Medicaid billing. The electronic system must align to state and federal statute requirements, or demonstrate an ability to conform to state and federal requirements. The system must have the ability to house electronic documents and work with third party vendors for state reporting and document storage. The ideal software system will incorporate a rigorous compliance validation system, Medicaid billing capability, and demonstrate a comprehensive training platform.

43.0 PROPOSAL TECHNICAL REQUIREMENTS – ELECTRONIC IEPs

The chosen software system should have the features and capabilities for its electronic IEPs described in this section.

43.1 System Infrastructure

- Ability to build IDEA, FERPA and NDE requirements into the program logic and parameters (specific to the State of Nevada and Washoe County School District).
- Ability to take existing IEP data and import into the IEP system for implementation using secure FTP drop.
- Ability to sync to two separate third party vendors
 - Nightly sync to an FTP site that is secure, enabling a data handoff to a third party vendor for data reporting purposes (ensure that all required data elements are flowing on a nightly basis to a third party vendor).
 - Ability to work with third party vendors to ensure that all sync logic is correct and working.
- Ability to build in user permissions/rights/site(s) according to Washoe County School District titles/roles/positions.
 - Users may be given permissions/rights to a school site, multiple school sites, or district level.
 - Users with multiple roles should be given permissions/rights that overlap.
- System must have ability to house all IEP and special education educational records in pdf format (and other media types) and sync nightly with outside vendor system which is considered the legal record. Coordinate with third party vendor with the following:
 - Nightly drop into secure FTP drop.
 - Provide daily reports of document sync to third party vendor (ex. Document counts, etc.).
 - Ability to consult with district and outside vendor to ensure continuity of service and document sync.
- Ability to build check and balance systems into the program to ensure all relevant documents created by teachers are uploaded nightly to the current document management system used by WCSD. Ability to provide all data stored within the system to the WCSD in a usable format with ability to import into a secure FTP site

43.2 Reports Feature

- Incorporate a report with timestamps of all records that have been sent to OnBase (the electronic third-party vendor for records). The report must include specific information like record type, student information, staff identifier, date, and time.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- Utilize all pre-generated “Washoe County School District specific” reports available to Washoe County School District users (by position/permissions/rights) and are housed in a central location in the program, as well as their respective section (user friendly).
- Must have a query function built in for the Washoe County School District Help Desk and all data must be accessible by the Washoe County School District Help Desk.
- Current and up to date with all reports, information, and data on an ongoing basis (as needed).

43.3 New IEP Program’s Support Team and Help Desk Requirements and Responsibilities

- Employ a Help Desk that understands their role/function in relationship to Washoe County School District’s Help Desk and are in agreement with their respective roles/functions to minimize potential miscommunication and misunderstanding – also, to improve overall customer satisfaction and experience.
- Consistent and open communication between the new IEP program’s Help Desk/Support Team and the Washoe County School District Help Desk.
- Ability to hold bi-weekly meetings with district staff to discuss ticket status, system enhancements, and all other matters pertaining to the program.
- Help Desk must have a 24-hour turnaround time with respect to standard Washoe County School District hours.
- Assisting Washoe County School District’s employees with troubleshooting general inquiries, as well as “system issues” related inquiries (bugs/glitches in the reports, system logic or function).
- Provide strong and robust communication system regarding system issues and potential resolutions.
- Guide users in resetting their login password and providing users with their username.
- Process tickets and escalate them to the correct support department within the organization.
- Notify WCSD at least daily the progress on tickets.
- Relay “System Enhancements” tickets (tickets submitted with the purpose of requesting improvements in the system) to the correct support department within their organization.
- Provide the district with comprehensive description of updates, prior to when they occur.
- Provide the ability to collaborate and have access to the system of tracking system and user issues.

43.4 New IEP Program User Support

- Ability to provide strong, robust, and current training materials and videos in the program to Washoe County School District users.
 - The training materials will include downloadable PDFs, how-to videos, and training site (mirrors actual site with respect to FERPA violations).
 - A Quality Control site (mirrors actual site) must be available to Washoe County School District Help Desk.
 - The training materials will be updated annually and/or as needed.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- Ability to create current “Washoe County School District specific” or Nevada Department of Education approved IEP forms (related to the program) for Washoe County School District users.
 - The “Washoe County School District specific” forms will be downloadable PDFs.
 - The expectation is that the program’s Support Team must work with Washoe County School District Help Desk to develop and ensure that the forms contain accurate information.

43.5 User Login

- Utilize a “user-friendly” method of retrieving a user’s login credentials.
- Incorporate an option for users to reset their password. Washoe County School District’s Help Desk would like an automatic pop-up on the “Reset Your Password” page with specific instructions on how to reset a user’s password and who to contact if user does not have their login information.

43.6 IEP Program User Friendly Features

- Ability to use system from multiple types of technology (i.e., laptop, mini, iPad, etc.)
- Utilize a system that notifies all users of potential issues and communication of updates.
- Ability to post information that is easily accessible for users:
 - Contact information (email) should be easily located.
 - Training materials and training videos must be available to users and are regularly updated. Our users must be able to download the training materials as PDFs.
 - Forms that are specific to Washoe County School District must be available to our users. Our users must be able to download the training materials as PDFs.
- Must have a “user-friendly” method(s) to upload attachments to the program through scanning, direct upload, mobile device app, etc.
 - Upload instructions should be clearly displayed in the appropriate and corresponding section.
 - Users should be able to categorize documents that are uploaded (i.e., signature pages, data collection, consents, etc.).
 - A time stamp must be created and included in an uploaded document.
 - Users must have the option of electronically signing and obtaining signatures.
 - A “student-unique” identifier should be available for every IEP event to upload documents.
- Incorporate a robust compliance feature that displays the IEP workflow and instructions for completing each required section.
 - The workflow must reflect Washoe County School District, IDEA, and NDE guidelines and regulations.
 - The robust compliance feature must be built into every IEP event. Specifically: items not completed must be flagged; completed items are removed from the compliance feature to indicate that those requirements have been satisfied; only when a user satisfies all requirements of an IEP, can it be locked by the user.
- The new IEP program must have a fail-proof, user-friendly system with finalizing events.

44.0 PROPOSAL TECHNICAL REQUIREMENTS – MEDICAID- LOGGING AND TRACKING

The chosen software system should have the features and capabilities for its Medicaid logging and tracking described in this section.

44.1 System Infrastructure

- Successful firm must have demonstrated experience (minimum of five (5) years of experience preferred) in medical billing with experience in online, Medicaid Certified School Match Program for Fee for Service, with a background in the Pre-K through 12 environments.
- Description of application development methodology and release schedule(s).
 - Version upgrades, patches, and “dot releases or tag fixes” are included for software, driver and firmware enhancements at no cost to WCSD and with a full support for installation and troubleshooting, on-site as needed.
 - Ongoing maintenance and support must provide a plan that includes all support updates, patches, fixes, and full version upgrades, as well as a plan for end user support in the maintenance agreement while it is in effect.
- Ability for WCSD staff to extract all and/or individual pieces of data from the system.
 - The system will store information, but WCSD will own our information.
 - No public cloud storage.
- Ability to import data from external sources to generate the Plan of Care and capability to import IEP data so the Plan of Care can be automatically generated.
- Ability to provide a description of the modification process.
- Ability to provide capability to load testing documentation and methodology for stress, performance, and load testing.
- Ability to randomly generate list of employees to participate in quarterly Random Moment Sample (RMS)
- Capability to create a myriad of reports to manage and monitor services and support the project to include but not be limited to:
 - Comparison of service minute provided and required (IEP),
 - By provider service
 - By student
 - And other reports to identify service billed by location/school /staff
- Reporting capabilities should include but not be limited to:
 - Capability to export reports to excel.
 - Capability to restrict staff access to some reports and access to specific rights within the system.
 - Automatic reports that flag for range of required services, therapy minutes, no case manager.
 - Ability to run a report in the system to export for those events that would have a change in scope, duration and service to have doctor approve our IEPs in the system, to be in compliance with Medicaid for reimbursement of services.
- Ability to effectively communicate between the Plan side and the Track side and correctly import in all direct related services, consults, assessments, and activities from the service lines on the plan side into the track side.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- To be able to turn off features that WCSD wishes not to use.
- Develop and maintain a procedure manual and provide to the WCSD within 6 months of implementation.
 - If changes occur, update the manual and provide those changes to WCSD within 30 days of the change made.
- Ability to be able to delete, redact, and amend a record in such a way that it creates a new record
 - Have original record hidden in such a way that the original record can only be viewed by the system administrator.
 - Have a time and date stamp for the creation of each document with the name of the person who made the change.

44.2 Logging System

- Ability to allow users to make up minutes for services missed and import all school calendars, accounting for a myriad of grey out dates.
- The ability to easily reschedule missed minutes on the providers calendar when service minutes have not been provided during the month.
- Utilize the logged services to bill Medicaid for reimbursement following the guidelines for the provider type 60 (Student Health Services) found in the Nevada MSM Chapter 2800.
- Capability to schedule/calendar the services and log those services that are delivered to students by our providers.
 - Capability to build and manage caseload for the students that are serviced.
 - Easy to use caseload management system.
 - Manage reconciliation of services (automatically calculate services provided based on service logs) and can have proration logic for services delivered.
 - Automatically save logs upon entering information.
 - Ensure service logs contain required billing elements found in the Billing guide and Medicaid MSM Chapter 2800 from the state of Nevada, should also have the correct start and end times and correct date, as well as a logging system that is color coded to identify which service has been approved/delivered/missed/billed/claimed for the staff overseeing Medicaid billing.
 - Allow supervisors to view, approve and reject service logs, select a rejection reason from a dropdown, and include notes/comments as to why the log was rejected. Logs rejected by a supervisor should be returned to the originating provider, including the rejection reason and comments/notes as to why the log was rejected. This could be done through email notification that the log needs to be reviewed and corrected.
 - Easily view students that require compensatory time for services that were prescribed but not provided to the student. Provide a specific code for Compensatory Ed.
 - Able to set up supervisory roles in the system for those providers that need log approval
 - Set up assignments based on position, title, certification status, (BA/BS, BA Grad, MA/MS, MA CCC-SLP, OTR, PTA, PT)
- Incorporate a unique code for each student and event name/cover page, for example, a QR code on each event type.
- Ability to log services securely from a variety of devices (iPad, mobile device, laptop, etc.).

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- Development of Plan of Care with auto population feature.
- Development of Evaluation Report with auto population feature.

44.3 Billing

- Automated notifications of when actions are required for successful billing.
- Ability to customize ICD10 codes for each provider type.
- The program must include a plan to ensure that timely billing occurs as well as submitting documentation for denied claims as well. This plan must include a guarantee of timely billing and remedy to the District should timely billing not occur resulting in the District not receiving reimbursements.
- Assist the district should a Medicaid audit occur.
- Should the software system make billing errors, a plan should be in place to recoup the missing revenue or provide that missing revenue to the district.
- Work collaboratively with the State to manage and process WCSD Medicaid claims in compliance with Federal, State, and local regulations, including MSM 2800 and any/all associated chapters and regulations referenced therein.
- Work collaboratively with the State and the WCSD to amend the Nevada State Plan and Medicaid Services Manual as needed.
- Review the WCSD records and identify services provided to students that can be claimed under the State's existing School Health Services System.
- Analyze the current billing practices and provide solutions for areas of concern.
- Provide a detailed process flow chart of the Medicaid billing process including the flow of POC documents.
- Provide on a monthly basis or as requested in a report to WCSD in the format we choose to include the following but not limited to:
 - Paid by service date by month, including total paid, showing federal share, and state share
 - Paid by remittance date by month, including total paid, showing federal share, and state share
 - Monthly revenue report by service date and service type, and comparison of month to month and year to year
 - Monthly report of services provided by service type and provider, including number of services provided, provider caseloads, school
 - Monthly report of services provided by service type, provider, provider type, school
 - Monthly report of unapproved service logs by supervisor, school
 - Monthly report of providers requiring supervision without an identified supervisor.
 - Monthly report of duration between the date of service and date the service was logged by service type, provider, provider type, school
 - Monthly report of provider caseloads vs services logged
 - Monthly report of services missing required data for Medicaid claiming by student, provider, provider type, service type, school

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- Monthly summary of services, Medicaid-eligible students, and students with consent
 - Monthly report of active users, licensure (if applicable), and supervisor (if applicable)
 - Monthly report of students with high levels of service documentation and no Medicaid consent by service type, provider, provider type, school
 - Monthly report of parent consent by service type, provider, provider type, including percentage of student with consent and comparative information for other similar schools
 - Quarterly report of private or homeschool students receiving services from the District but not attending classes
-
- Manage new and existing claims for Medicaid billing.
 - Select quarterly Random Moment Time Study sample, including documentation of sample to support audit.
 - Provide a web based RMTS documentation system that includes email notification, reminders, and follow up on claims. System will also include user orientation to RMTS process.
 - Provide 24/7/365 District access to moment completion data in order to support District follow-up on noncompliance.
 - Provide user training materials for District staff.
 - Code all claims according to activity codes approved for the State of Nevada.
 - Follow up with users/ District staff if coding requires additional information.
 - Select a quarterly subsample of moments for District verification of coding.
 - Perform quality assurance reviews of quarterly cost reports prior to claim calculation.
 - Calculate quarterly time study results for use in claim calculation.
 - Calculate District Medicaid eligibility rate according to approved methods for State of Nevada.
 - Provide technical assistance to the District on all aspects of Medicaid Program operations (eligible staff, RMTS, allowable costs, claim optimization).
 - Maintain comprehensive documentation of all Medicaid Program processes to support state or federal audits.
 - Service documentation tool must be capable of supporting automated batch imports of District data.
 - Capability to provide WCSD with a web-based report that can be accessed by the authorizing doctor in order to review all required IEPs for his approval on billing Medicaid for these services.
 - Ability to complete a verification process based on the billing regulations of Medicaid billing guides and MSM Chapter 2800 and any other related MSM Chapter as well as be able to complete a “Retro” sweep of any eligible claim that can be billed to Medicaid within the timely filing limits.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

44.4 System Support

- Ability to describe end user support methodology and help desk operations as well as ability to provide support to our providers during WCSD operational hours.
- Ability to provide multiple mass user trainings (differentiated to user role and specifications) and support on-going training needs (i.e. small group trainings, videos, webinars, written materials).
- Ability to provide a designated account representative available during WCSD operational hours with the following expectations:
 - Attend meetings as required by the WCSD throughout the duration of this agreement.
 - Provide the district additional reports that are deemed necessary.
 - Ability to access all our data to be able to import it if we need to (FTP drops).
- Assist district staff with training and technical difficulties such as the operation of the application.

45.0 TRAINING AND IMPLEMENTATION

- Software system must provide a comprehensive implementation plan with training components (in-person, webinar, on-demand, etc.) for all levels of users. Includes training for the IEP and Medicaid tracking and billing components. Training must be robust so that users are fully trained and proficient within the system.
- Implementation plan must include anticipated launch date of July 1, 2022. The implementation plan must include a method for importing existing IEP data, ensuring that a Medicaid billing system and IEP system is complete with all users are trained.
- The plan presented should be very thorough showing each step in the process, duration for each step, and milestone date for completing each step.

46.0 TERM OF CONTRACT

WCSD's intent is to award this RFP for an initial term of five (5) years following formal award by WCSD's Board of Trustees with two (2) optional 2-year renewal terms, providing the awarded contract of this RFP's terms, conditions, and pricing remain unchanged, unless otherwise agreed to in writing (refer to Section 47.0). Any renewal exercised will be via a written amendment signed by both parties. WCSD reserves the right to award this RFP to multiple Proposers if deemed to be in its best interest.

47.0 PRICE ADJUSTMENT AND COST ESCALATION

- 47.1 Pricing provided by Proposer shall not increase during the awarded contract of this RFP's initial term.
- 47.2 After the contract's initial term, a price adjustment may be reviewed and either accepted or declined. WCSD may grant a price adjustment in a situation where all manufacturer and/or distributors of any related products to be procured per the awarded contract of this RFP, adjust the prices of their products to all dealers/distributors. In this case, a permissible increase may be authorized and must be equal to only that increase by the manufacturers and/or distributors of that market.
- 47.3 Prior to permitting any increase, evidence of such an increase must be submitted via a formal letter signed by the manufacturer/distributor and on the manufacturer's/distributor's letterhead. The letter shall be provided to WCSD's Purchasing Department no later than thirty (30) days prior to the

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

proposed price increase. The letter shall include name of manufacturer/distributor, series, models, and if applicable product numbers of the awarded RFP item being increased, the amount, and the effective date of any and all increases to all dealers and distributors. For any proposed labor increase or other type of increase, proof shall be evidenced, and provided for the needed increases and should be tied to a Consumer Price Index (CPI).

47.4 In any case the requested price increase shall not be greater than five percent (5%) of the current price awarded in either the resulting contract of this RFP's initial term and/or subsequent Amendment(s).

48.0 CHECKLIST FOR PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- Provide a complete TABLE OF CONTENTS of the proposal submission.
- Clearly identify one individual who will serve as WCSD's main point-of-contact for this RFP process only and include a phone number and email address.
- Include a Statement/Letter of Interest as follows:
 - Submit on Proposer's letterhead with full organization name.
 - Address; phone number; fax number; organization direct email address (if available); and website address.
 - Legal status (i.e., sole proprietor, partnership, corporation, etc.).
 - State whether the organization is national, regional, or local.
 - State the location of the office from which the organization's work/service would be provided. For organizations with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office organization).
 - Explain why the organization is interested in providing work/services to WCSD.
- Provide an overview of the organization and its work/service, describing its capabilities, experience, and knowledge. Overview should demonstrate range of experience (project types, client mix) with other public sector clients including other school districts. Explain the organization's experience with school districts of similar size.
- Evaluation Criteria A through H (per Section 49.0) must be addressed and included in submitted proposal.
- Provide detailed explanations, examples and information demonstrating how firm substantially meets the technical requirements set forth in Sections 43-45 of the RFP document. Proposer must be able to show a depth and breadth of understanding of the technical requirement and be able to substantially meet them.
- Provide samples of reports generated by the system.
- Provide the following, also addressed in Section 1.1.4 (FINANCIAL STABILITY):

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- Submit at minimum (A) Balance Sheets and (B) Income Statements for the last three (3) consecutive years of operation.
 - WCSD reserves the right to reject a proposal as non-responsive if the requested documents (A and B at minimum) are not provided with proposal.
 - The financial documents are to be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Service for review (Section 49.0 – Evaluation Criteria A). **Do NOT include this documentation in the proposal binders.** Only one (1) copy of the documents is required with submission.
 - Should a privately held company deem certain financial information to be **confidential**, it must identify what information is to be considered confidential as supported by law with the legal citation.
- Provide **ALL** itemized cost/pricing and fee information and/or schedule (Section 49.0 – Evaluation Criteria B) in one (1) separate, sealed envelope as instructed in Section 1.1.5.
- Complete and submit **ALL** Required Submittal Forms (Sections 52.0 through 54.0) or the proposal may be rejected. Provide these required forms in RFP submission under a separate tab or tab(s) within the proposal binders.
- **Should Proposer fail to sign the RFP document (Section 54.0), the proposal will be disqualified/rejected (refer to Section 1.11 and cover page).**
- Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- Identify each principal of the organization and all key personnel with detailed resumes that clearly reflect specific experience and/or professional educational background in the represented field(s) of expertise.
- Clearly identify proposed project staffing based on project size and complexity. Include resumes and a brief synopsis of experience of said staffing.
- If the organization's assigned personnel changes for any contracted project, WCSD must review and approve the replacement personnel in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original assigned personnel.
- Identify potential sub-consultants, if any, by name, address and describe work that may be performed.
- If applicable, provide any information related to Loss of Contract and/or Inability to Fulfill Requirements (refer to per Section 7.4).
- Provide at least four (4) business related references specific to the scope of work/services requested of this RFP. References must include:
- Organization Name
 - Organization Address
 - Phone Number
 - Fax Number
 - Contact Person Name

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

- Contact Person's Email
- Organization's Website Address
- Description of Proposer's Work/Services Provided to the Referring Organization
- Submit any proposed contract required by the Proposer. WCSD may elect to execute Proposer's contract provided WCSD's standard terms and conditions in this proposal are incorporated into the final contract. Unless otherwise identified as such, WCSD's contract language takes precedence in all cases.
- Mockup of IEP software system and Medicaid Billing tracking system
- Mockup of reports within the system
- Exemplar of Help Desk system

49.0 EVALUATION CRITERIA

Evaluation Criteria A through H listed below must be addressed/included in submitted proposals. An Evaluation Committee will review the RFP submissions and determine the best proposal in accordance with the scoring of the following Evaluation Criteria, which are listed below in no particular order. Final selection will be subject to review and approval by WCSD's Board of Trustees:

A. Financial Stability (PASS or FAIL)

Submission and review is required. WCSD's Office of Business & Financial Services will review all financial documents submitted by Proposers. Should a Proposer's submission of said financial documents be marked as "FAIL," then the Proposer's submission will be rejected in its entirety and will not be considered for award. Please see Section 1.1.4 for more detail.

B. Overall Cost to District

Proposers must submit costs for the software for the entire initial term of the contract broken down by year. This must include cost of the software, training, implementation, any licensing fees, and/or maintenance fees. The cost proposal must be clear and easy to understand all costs associated with the software for the initial term of the contract. ***Per Sections 1.1.5 and 48, all costs must be submitted in a separate, sealed envelope and should not be included in the proposal binder.***

C. Ease of Use of Software

Proposal should demonstrate the ease of use of the software both for creating an electronic IEP and for Medicaid billing. Should a proposer be invited for presentations, a demonstration of the software's ease of use will be required, but the proposal itself must provide detail about the ease of use for all types of users that will access and utilize the system.

D. Customer Service for All Users

Proposers must demonstrate and provide a plan for providing excellent customer service to all types of users of the system. This includes the quality/experience of the customer service team being proposed, the response time for calls, the help desk that is proposed and the escalation plan for unresolved issues.

E. Ability to Meet Technical Requirements of RFP

This portion of the proposal should be very detailed and outline with specificity how the proposed system meets the technical requirements set forth in Sections 43-45 of this RFP document. Firms must show depth and breadth of their systems and how their system meets or exceeds the District's requirements.

RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

F. Training and Implementation Plan

WCSD intends to implement this program by July 1, 2022. Proposers’ training and implementation plans must be detailed and clear about how training and implementation will be rolled out in order to meet this deadline. All system users must be properly trained and the implementation plan must provide detailed steps and milestones.

G. Maximization of Medicaid Billing

Proposers must demonstrate a plan for maximizing WCSD’s ability to bill Medicaid and receive the most reimbursements possible within State and Federal laws, processes, and procedures. The timely billing of Medicaid is a crucial part of this criteria as well as a plan to compensate or provide remedy to WCSD for software errors or untimely billing by successful Proposer which result in denied claims or claims not being filed at all.

H. Experience Conducting Similar Work

Proposers must detail their experience in working with school districts of similar size and complexity to WCSD. Please provide examples of similar implementations and use of system in other school districts including the number of years of experience the firm has with each of the districts.

50.0 FORMAL INTERVIEWS & PRESENTATIONS

WCSD may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee. These formal interviews and presentations are TENTATIVELY scheduled to take place January 3, 2022 – January 7, 2022. The formal presentations/interviews will take place at a WCSD local site of choosing and Proposers chosen to participate in the interview and presentation process will be notified of the actual date, time, and location. At WCSD’s sole discretion, the presentations may be held virtually.

51.0 TIMELINE OF EVENTS RELATED TO RFP:

The following is the **TENTATIVE** schedule of events for the RFP submittal and selection process. WCSD reserves the right to change the schedule at any time.

Schedule of Events:	Date & Time:
RFP Released/Posted/Distributed	September 29, 2021
Deadline for Submitting Questions (<i>via email</i>)	October 18, 2021 at 4:30 pm (local time)
Addendum for Q & A Posted	October 25, 2021
Sealed Proposals Due/Open	November 10, 2021 at 2:00 pm (local time)
Formal Interviews & Presentations of Finalists	January 3, 2022 – January 7, 2022
Letter of Intent/Recommendation of Award (ROA)	January 12, 2022
Award by Board of Trustees	February 15, 2022
Notice of Award	February 17, 2022

***** **END OF SPECIAL TERMS AND CONDITIONS** *****

REQUIRED SUBMITTAL FORMS

Sections 52.0 through 54.0

52.0 PUBLIC DISCLOSURE FORM

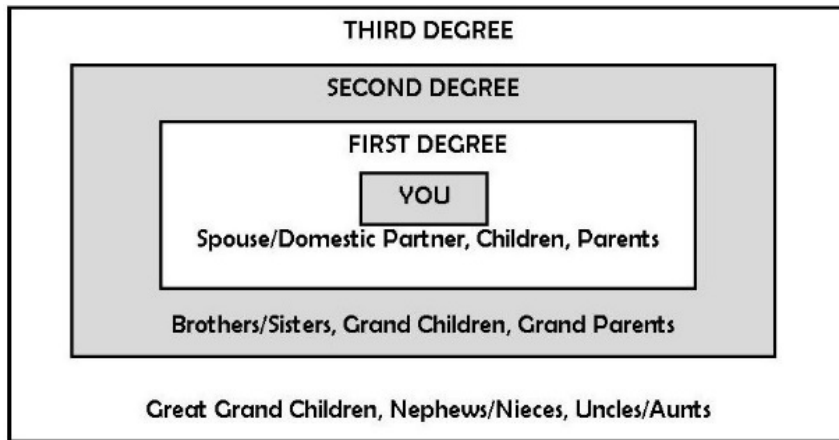
Submitting Organization Name: _____

I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves.

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek and/or accept any gift, work/service, favor, employment, engagement, emolument and/or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure and/or grant unwarranted privileges, preferences, exemptions and/or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting organization named above and that failure to disclose all facts relative to a conflict and/or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the organization is submitting to WCSD may result in a rejection of said solicitation submission and/or termination of any resulting contract should the above-named organization be awarded.

- A. I certify that I and my organization and/or principals of my organization have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to chart below), I have listed all of mine and the organization's principals and key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



RFP TITLE: Electronic IEP and Medicaid Reimbursement Software
RFP #: 38-P-09-22-AS

53.0 EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to any Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number.

54.0 RFP SUBMISSION AUTHORIZED SIGNATURE

NOTE: This section must be signed to be considered valid. Failure to sign below will result in rejection of bid. Unsigned bid submissions will NOT be accepted. Certified electronic digital signatures are acceptable (refer to Page 1 for information). Non-certified electronic digital signatures will NOT be accepted.

By signing this proposal, I acknowledge the following:

- I am an authorized agent for Proposer’s organization.
- Proposer has read, understands, and agrees to the terms, conditions, and specifications in this RFP and accompanying documents.
- Proposer intends to supply any materials and work/service specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, county, WCSD statutes, other regulations and requirements.
- Certification that Proposer’s firm (or sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department, or agency per Section 7.2.
- Per Section 7.3, by way of a submitted signed RFP, Proposer has provided a written certification that organization is not currently engaged in, and during any term of any resulting contract of this RFP, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018).

Authorized Signature

Print Name

Title

Organization Name

Date