

REQUEST FOR PROPOSAL NO. 03C-023B – RFP FOR MEDICAID REIMBURSEMENT

DATE:	August 28, 2003	DATE ADVERTISED:	August 4, 2003
DATE SOLICITED:	July 17, 2003	DATE OPENED:	August 13, 2003
PRESENTED TO BOARD:	October 15, 2003	DATE POSTED:	September 10, 2003

CONTRACT PERIOD: November 8, 2003 through November 7, 2006
 DEPARTMENT: 9032 FUNCTION: 5250 OBJECT: 3110 FUND: 0100
 FUNDING SOURCE: Operating Budget – Health Related Contracts
 REQUESTING DEPARTMENT: Exceptional Student Education
 6 RFPs Solicited, 3 Responses (3 Proposals, 0 No Proposal) 3 No Responses
 0 M/WBEs Solicited, 0 M/WBE Responses (0 Proposals, 0 No Proposal) 0 M/WBE No Response

FINANCIAL IMPACT

The financial impact to the General Fund budget is estimated at \$300,000. The source of funds is the Exceptional Student Education budget.

Purchase orders processed from November 8, 1998 through August 28, 2003 total \$917,779.

Services to be provided include Medicaid Reimbursement Services. The amount of Medicaid funds generated is reduced to pay for this service. The estimated expenditure will be funded from the actual revenue received from this contract. The fee is a flat fee claim line price.

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>TOTAL POINTS</u>
Maximus, Inc.	---	92
Mecca-Tech, Inc.	---	43
Public Consulting Group	---	92*

LEGEND:
 _____ = Award
 () = Reject

MINORITY - (2-Black, 3-Hispanic, 4-Indian/Alaska, 5-Asian, 6-Women, 7-Disabled, 8-Other)

Tie Scores:
 *Maximus, Inc. and Public Consulting Group received tied scores from the evaluation committee. Both proposers had submitted signed Drug Free Workplace Certifications. In order to break the tie, all committee members individually rated the proposals as first and second choices. All three voted Maximus, Inc. as the first choice.

CONSIDERATION OF INDEMNIFICATION: Awardee recognizes that in order to comply with FS 725.06 the District must include an amount paid to the awardee in consideration for the awardee agreeing to indemnify the District. The amount of TEN DOLLARS (\$10) to be included on the awardee initial invoice, per Special Condition, Indemnification and Hold Harmless, as consideration for this contract.

The Evaluation Committee, consisting of District staff, convened and reviewed all responsive proposals. It is the recommendation of the Committee to award this contract to the highest rated proposer.

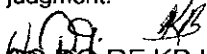
RECOMMENDATION: I recommend contract award be made to the highest rated responsive, responsible proposer based on the evaluation criteria outlined in the RFP.

Note: Original RFP document is available upon request.

RFP PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.


SS:DG:RF:KB:kb



Evaluation Criteria	MAXIMUS, INC.	MECCA-TECH, INC.	PUBLIC CONSULTING GROUP
1. Experience and Qualifications of the Firm & Staff (Points Available: 30)	30	27	28
2. Approach/Methodology (Points Available: 20)	18	16	19
3. Cost of Services (Points Available: 40)	38	0	35
4. Minority/Women Business Participation (Points Available: 10)	6	0	10
GRAND TOTAL	92	43	92

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3326 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
(561) 434-8216**

July 29, 2003

ADDENDUM NO. 1

REQUEST FOR PROPOSAL NO. 03C-023B

TITLE: REQUEST FOR PROPOSAL FOR MEDICAID REIMBURSEMENT

RETURN DATE: August 13, 2003

Responses to questions received from proposers are as follows:

QUESTION: Who is Palm Beach County Schools' current Fee for Services vendor?

ANSWER: Maximus

QUESTION: What is the current method of reimbursement?

ANSWER: We are reimbursed by paid claim line.

QUESTION: How much has been recovered by discipline (i.e. speech, OT, PT, transportation, etc.) in the last 12 months?

ANSWER: Approximate totals are: \$400 for wheelchair evals.; \$5,300 for nursing; \$53,000 for OT; \$44,000 for PT; \$44,000 for behavioral; \$251,000 for speech; and \$1,200 for transportation.

QUESTION: How much did Palm Beach County Schools pay their vendor during the last 12 months for FFS billing?

ANSWER: \$80,200.

QUESTION: Has Palm Beach County Schools been subjected to any state or federal audits concerning the FFS program within the last 3 years? If yes, please provide a copy of the audit findings and the District's corresponding response.

ANSWER: No.

QUESTION: What "local conditions" should a respondent be aware of as mentioned in section 3.6, page 3 of the RFP?

ANSWER: Local conditions as they relate to this RFP, involve any local, county or state ordinances or rules that may apply.

QUESTION: Does the District intend to further negotiate with the highest rated proposer after initial selection as described in section 5.7, on page 5 of the RFP? Is this equivalent to a "best and final offer"?

ANSWER: We will negotiate if necessary. Proposers should provide their best offer in their proposal package at the time of submittal. This is not intended to be a negotiation for a "best and final offer".

QUESTION: Does Palm Beach County Schools currently own and use an electronic billing system as referenced on section 11.11? Is this system web-based? Will the new contractor be required to use the system or can they provide their own system that meets these requirements?

ANSWER: No. The new contractor will provide their own system.

QUESTION: Since RFP # 99C-001B awarded in November 1998 included both FFS and Administrative Claiming, does the scope of work under this RFP # 03C-023B include Administrative Claiming? Section 11.2, page 7 of the RFP states "...services to include but not be limited to, speech..." This statement seems to allow for incremental services including Administrative Claiming. If Administrative Claiming is not part of this RFP scope of services, will a separate RFP be released prior to the November expiration dates?

ANSWER: No, Administrative Claiming services are not part of the scope of services requested in this RFP. The School District does not intend to issue an RFP for Administrative Claiming Services.

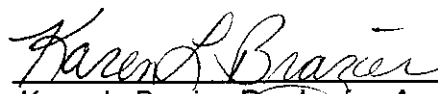
QUESTION: Does Palm Beach County Schools or its vendor currently submit Medicaid claims by paper or electronically?

ANSWER: Our vendor submits electronically.

QUESTION: Does Palm Beach County Schools currently have an electronic IEP system? If not, how will the vendor ensure services are included on the student's IEP?

ANSWER: No we do not have an electronic IEP system. School District staff ensures IEP compliance.

This addendum is for information only and need not be returned with your RFP. By virtue of signing the Request for Proposal, proposer agrees to this addendum.



Karen L. Brazier, Purchasing Agent III



Sharon Swan, Purchasing Director

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SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

03C-023B

DATE: July 17, 2003

TITLE: RFP FOR MEDICAID REIMBURSEMENT

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on August 13, 2003, and plainly marked RFP 03C-023B. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 27 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR MEDICAID REIMBURSEMENT**

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- F. Beneficial Interest and Disclosure of Ownership Affidavit

SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR MEDICAID REIMBURSEMENT

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for **MEDICAID REIMBURSEMENT** for the School District of Palm Beach County, Florida (the District).
- 1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.3 Document files may be examined, during normal working hours, ten days after proposals have been opened.

2.0 DESCRIPTION OF SERVICE

- 2.1 Health related services for which the District may bill Medicaid, as outlined in federal regulations may include, but not be limited to, physical and occupational therapy, speech therapy, nursing and respiratory therapy, mental health services, transportation and evaluation services. Billing Medicaid for these services is allowable within the federal and state Medicaid and Department of Education regulations.

3.0 INSTRUCTIONS TO PROPOSER

- 3.1 All proposals must be received no later than 2:00 PM, on **August 13, 2003**. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 3.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 3.3 One manually signed original and **five (5)** photocopies of the proposal must be sealed in a package(s) clearly labeled "**REQUEST FOR PROPOSAL FOR MEDICAID REIMBURSEMENT**" on the outside of the package(s). The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package(s).
- 3.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 3.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 3.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 3.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

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- 3.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 3.9 DELIVERY OF REFS: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
- A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Present RFP to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

4.0 TIME SCHEDULE

- 4.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

July 28, 2003	All written questions and inquiries are due.
August 13, 2003	Proposals due no later than 2:00 PM.
August 18, 2003	* Evaluation Committee Meeting
September 10, 2003	Posting of Recommendation.
October 15, 2003	Recommend proposer(s) to the School Board for approval.

* This is an open, public meeting.

- 4.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 4.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

5.0 AWARD

- 5.1 The District reserves the right to accept or reject any or all proposals.
- 5.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 5.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 5.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 5.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

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- 5.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 5.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

6.0 TERM OF CONTRACT / RENEWAL

- 6.1 The term of this contract shall be from November 8, 2003 through November 7, 2006, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

7.0 FUNDING OUT, TERMINATION, CANCELLATION

- 7.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 7.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 7.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:
- 7.4 The School Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 15.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.

- 7.5 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

8.0 RFP INQUIRIES

8.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, July 28, 2003. Questions received in writing by the time and date specified will be answered in writing. Ms. Brazier is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. Brazier nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Karen L. Brazier, Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard
West Palm Beach, FL 33406
(561) 434-8308 FAX (561) 434-8185
brazierk@palmbeach.k12.fl.us

8.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

8.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

8.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

8.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

9.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

9.1 The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT E.

10.0 LOBBYING

10.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

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10.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

10.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION ~~120.57~~(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

10.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

11.0 SCOPE OF SERVICES

11.1 Develop a unified position with the state and federal agencies on behalf of the District to secure the most favorable current interpretations of all aspects of payment and direct and indirect claiming requirements.

11.2 Implement a workable and effective program for accessing and maximizing federal Medicaid revenues for mandated school services for children with disabilities. These services are to include, but not be limited to, speech, physical and occupational therapy, psychological, case management, social work, nursing and transportation services.

11.3 Assist District in maintaining enrollment as an approved Medicaid provider including adherence to necessary regulations with the State of Florida, Department of Education and the Healthcare Financing Administration, relating to provider type, rate setting, billable services, clinical credentialing, and access to state Medicaid files.

11.4 Proposer represents and warrants that its policies and protocols, its services and fee structure, and its billing for private, federal and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations

11.5 Proposer is subject to all School District obligations related to compliance with student records confidentiality laws. By signing this Agreement, Proposer acknowledges and agrees to comply with the Family Educational Rights and Private Act (FERPA) and all State and Federal Laws related to the confidentiality of the students.

11.6 Proposer represent and warrants that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinance regarding the operation, licensure, and regulatory compliance of providing Medicaid billing services. Consultant represents and warrants that all Proposer's employees shall provide its services and /or conduct its activities in accordance with and any applicable federal, state local laws or ordinance.

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- 11.7 Survey existing documentation and controls to assess the capability of the District to satisfy the state requirements for:
- A. Provider enrollment
 - B. Medicaid client identification
 - C. Provider credentials - district staff as well as purchased services
 - D. Sufficiency IEP records and provider orders as authorization documents
 - E. Status of existing records of the nature, type, quantity, and frequency of services rendered to each child including identifying data needed for providers rendering the service and related attendance when necessary.
 - F. Ability to generate a valid claim for all Medicaid eligible children and withstand an audit by the state or federal government.
 - G. Post and track payments and adjustments for each student
 - H. Appeal deficient/denied services
- 11.8 Develop, maintain and enhance a claim process for all students and services that satisfies the state's requirements, both current and as they may be modified or amended during the life of this contract according to financial significance, priority, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it or the regulations pertaining thereto be modified or amended during the life of this contract. The process will consider which state and federal Medicaid claiming stream best meets the District's financial needs.
- 11.9 Establish a quality assurance process that consistently identifies and corrects any problem and minimizes the possibility of disallowances at a later date.
- 11.10 Supervise, monitor, and assess the Medicaid Reimbursement Program.
- 11.11 Design, develop, implement and upgrade as necessary the appropriate software for the District's billing and reimbursement system to include online billing capabilities by the 2004/2005 school year.
- 11.12 Develop and maintain working relationships with the appropriate federal and state Department of Education and Medicaid personnel in order to assure compliance with the approved Medicaid State Plan. Remain aware of legislative initiatives, procedural and policy changes affecting the program and develop recommendations to modify the program to comply with any such changes.

12.0 EVALUATION COMMITTEE MEETINGS

- 12.1 As stated in Section 4.1 and Section 14.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per E.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

13.0 PREPARATION AND SUBMISSION

- 13.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that five (5) copies of the proposal be submitted with the original proposal.**
- 13.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.

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- 13.3 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 13.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 13.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 13.6 **Experience and Qualifications of the Firm:** State the experience your firm has had in the last three years with Medicaid Reimbursement Services. Expand on your firm's qualification in this field.
- 13.7 **Qualifications of Staff:** Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.
- 13.8 **Approach / Methodology:** Clearly describe the processes your firm will utilize to provide the services required as detailed in "Scope of Services" (Section 11.0).
- 13.9 **Cost of Services:** State your comprehensive service fee. The District's preference is for a flat rate fee and additional points may be awarded to proposers who offer this type of billing.

Invoices shall be submitted to the District monthly. Failure to invoice in a timely manner may result in delay of payment.

- 13.10 **Minority/Women Business Participation:** Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. The District will be reviewing and verifying the M/WBE participation level of participation. Using the M/WBE participation Letter of Intent (Attachment A) and the M/WBE Subcontractor Participation Summary (Attachment B), proposer must submit their list of minority sub-contractors and the percent of participation for each. Proposers shall provide certificates for each M/WBE firm verifying their certification with the District or the State of Florida Office of Supplier Diversity or its successors. Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 30.0 and receive participation points.

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

- 13.11 **Insurance:** Provide proof of your company's insurance as required in Section 21.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

14.0 PROPOSAL EVALUATION PROCESS

- 14.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 14.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

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- 14.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.8.
- 14.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 14.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 14.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 14.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 14.8 The School Board will award or reject any or all proposal(s). **EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm and Staff</u>	30
B. <u>Approach / Methodology</u>	20
C. <u>Cost of Services</u>	40
F. <u>Minority/Women Business Participation</u>	10
	<hr/>
Total	100

15.0 CANCELLATION OF AWARD/TERMINATION

- 15.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 15.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

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15.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

15.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

16.0 DEFAULT

16.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

17.0 DEBARMENT

17.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

18.0 LEGAL REQUIREMENTS

18.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

18.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

19.0 FEDERAL AND STATE TAX

19.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

20.0 CONFLICT OF INTEREST

20.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

21.0 INSURANCE REQUIREMENTS

- 21.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.
- 21.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Karen L. Brazier, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 21.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.
- 21.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

- A. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

22.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 22.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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- 22.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 22.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.
- 22.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

23.0 PUBLIC RECORDS LAW

- 23.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

24.0 PERMITS AND LICENSES

- 24.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

25.0 INTELLECTUAL PROPERTY RIGHTS

- 25.1 The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District

26.0 COST INCURRED IN RESPONDING

- 26.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

27.0 SUB-CONTRACTS

- 27.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.
- 27.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.
- 27.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

28.0 INDULGENCE

28.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

29.0 JOINT PROPOSAL

29.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

30.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

30.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

30.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT A.**

30.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe> All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – ATTACHMENT B.** This form must be submitted with all requests for payment.

30.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

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30.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office Supplier Diversity and Assistance Office or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

30.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

31.0 PUBLIC ENTITY CRIMES

31.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

32.0 USE OF OTHER CONTRACTS

32.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

33.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

33.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

33.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

34.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 34.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 18.1.
- 34.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 34.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 34.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.
- 34.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with ES.435.04 will enter onto any school site.

35.0 AGREEMENT

- 35.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

36.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

- 36.1 This RFP will be posted for review by interested parties, at the Purchasing Department Reception Center, 3300 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

37.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 37.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at 3300 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on September 10, 2003, at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

- 37.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- 37.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.



4. COSTS FOR SERVICES

Chapter Organization:

- 4.1 Summary of Cost Information
- 4.2 Cost Proposal

The following chapter presents the MAXIMUS Cost Proposal for the delivery of services as specified in the PBCSD Medicaid Fee-for-Service Request for Proposal.

4.1 SUMMARY OF COST INFORMATION

The Cost Proposal presented here represents the entire cost for the MAXIMUS delivery of services as specified in the Request for Proposal.

Basis of Costs

The costs represent a flat fee claim line price for the tasks outlined in the scope of services listed in the solicitation.

Cost Assurance

MAXIMUS is a large firm with more than \$86 million of cash on hand. We have the financial resources to support a complex operation and hire high quality staff. We have the wherewithal to back up our services. This is important to a district the size of, the PBCSD. In fact, some companies have recently stopped providing school-based billing services because of the chance of disallowances.

As such, we are pleased to offer an unparalleled cost assurance to the PBCSD. In the unlikely event that a federal or state disallowance results from work performed by MAXIMUS, we will return our fee for the portion of the claims that are disallowed.

We are confident, based on our billing history and our Medicaid expertise that our work will stand up to any federal or state review. We do not, nor should the PBCSD expect, any disallowances for work performed by MAXIMUS.

4.2 COST PROPOSAL

- MAXIMUS proposes a base fixed fee of \$7,000 per month for the first year of the contract. Based on the number of paid claim lines processed in 2002, approximately 48,000, this equates to \$1.75 per paid claim line. However, if the PBCSD were able to increase their paid claim lines to 60,000 per year, the per paid line charge would be reduced to \$1.40.
- At the end of each year, the fixed fee will be adjusted based on the previous years paid claim volume, but will have a minimum threshold of \$7,000 per month, and an additional \$1,000 for each additional 10,000 paid claim lines over 60,000. This provides a strong incentive for the district to increase the volume of claims in order to decrease the cost per claim line. For example, if in year one the paid claim volume was 60,000, the year two monthly fee will be \$7,000. However if the paid claim volume were to increase to 90,000 paid claim lines, the monthly fee would be 10,000, or \$1.33 per paid claim line.
- This tiered methodology allows the PBCSD the opportunity to reduce their cost per claim line based on the efforts they invest. This method of calculating the per month cost will remain in effect until the end of the base contract.



- At the beginning of the option year, if executed by the PBCSD, the per month rate would revert to the rate established for the third year, which is based on the second years' paid claim volumes.

Based on historical billings submitted by the PBCSD, we estimate that this proposal provides a comparable cost per claim line level of Medicaid fee-for-service billing as the district currently experiences, approximately \$84,000 per year or \$1.75 per paid claim line. However, we also believe this methodology presents an opportunity for considerable savings to the district, by rewarding the district for investing the time and effort to increase paid claim volumes. It also allows and encourages the district to bill for services, such as nursing, that previously cost more to bill than the reimbursement received.

We believe the MAXIMUS approach provides the district with a flexible, controllable cost structure that allows them to receive the highest quality service at a very competitive rate. The proposal will remain a valid offer for at least 90 days after the proposal submission date.