

MICHAEL HINOJOSA, ED.D.
SUPERINTENDENT OF SCHOOLS



Contract Award

September 4, 2020

Texas Association of School Boards, Inc.
12007 Research Blvd
Austin, TX 78759

Subject: Award of RFP # KH-205809 "Third Party Billing Service for School Health and Related Services (Medicaid Coordination Services)" Board Doc #7.37-06252020

On June 25, 2020, the Dallas Independent School District Board of Trustees approved Texas Association of School Boards, Inc. as part of an award to provide Medicaid Coordination Services. The term of this agreement is effective from June 25, 2020 and expires June 25, 2023 with two (2) one-year renewal options.

On an as-needed basis, the agreement will allow Dallas ISD to purchase Medicaid Coordination Services from your company at the pricing indicated in your bid. Delivery orders per Contract will be via purchase orders that are properly drawn and executed by Dallas ISD listing the above RFP as the governing document. No guarantee of any purchase is made with this award.

NOTE: All goods and services require the issuance of a valid purchase order PRIOR to the commencement of the delivery of the goods and/or start of services.

January 2020



Issue Date: April 1, 2020
Page 1 of 60 Pages
RFP # KH-205809
Third Party Billing Service for School Health and Related Services

Receipt/Opening Time and Date:

May 5, 2020 @ 2:00 Central

Request for Proposal (RFP)

Candace Yarbough

Candace Yarbough, Director, Contracts Management

Dallas Independent School District (Dallas ISD or District) is soliciting offers for the products, goods, or services per the specifications stated in this document.

Dallas ISD
Attn: Procurement Services - Kenva Hill
9400 North Central Expressway, Suite 1510
Dallas, Texas 75231

Offers must be submitted in sufficient time to be received and time-stamped at the above location on or before the receipt/opening date/time indicated above.

Questions concerning this solicitation document should be addressed, in writing, to Kenva Hill kenhill@dallasisd.org.

The attached General Terms and Conditions are an integral part of this solicitation and will become part of any resulting contract unless deviations/exceptions are requested by Offeror at time of response and accepted by Dallas ISD.

Please return the following;

- 1. Your Original Signed Bid Response;
2. One (1) hard copy of your original signed bid response, and;
3. Six (6) labeled USB thumb drives.

All forms included as part of this solicitation must be completed and returned with Offeror's response.

This solicitation is for a multi-year requirement as noted elsewhere in this solicitation.

Contract(s) will be put into effect by means of a Letter of Acceptance, or some other written notification of Acceptance by The District, within ten (10) days of acceptance by the District.

Signature below represents that Offer is submitted.

OFFER MUST BE SIGNED

Company Name: Texas Association of School Boards, Inc.
Address: 12007 Research Blvd
Email Address: karlyn.keller@tasb.org
Submitter's Signature: [Handwritten Signature]
Submitter's Name/Title: Karlyn Keller, Division Director
City, State and Zip Code: Austin, Texas 78759
Telephone No. 512-505-2896
Date:

KH-205809
Third Party Billing Service for School Health and Related Services

Deviations/Exceptions to Terms, Conditions, and/or Statement of Work

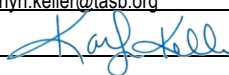
If the Offeror desires any exception/deviation from that prescribed in the scope of work, terms and conditions, or any other portion of the solicitation document, these exceptions/deviations will be clearly noted below. Offeror will provide reference to the particular page, paragraph, and sentence and provide Offeror's changes to the page, paragraph, and sentence.

The District reserves the right to determine the responsiveness, acceptable level and best value of any such deviation.

Offeror requests the following exceptions/deviations to the solicitation's terms, conditions, and/or statement of work:

See the Texas Association of School Boards, Inc.'s Deviations and Exceptions.

[] No exceptions/deviations taken.

Company Name:	<u>Texas Association of School Boards, Inc.</u>	Submitter's Name/Title:	<u>Karlyn Keller, Division Director</u>
Address:	<u>12007 Research Blvd</u>	City, State and Zip Code:	<u>Austin, Texas 78759</u>
Email Address:	<u>karlyn.keller@tasb.org</u>		
Submitter's Signature:	<u></u>	Telephone No.	<u>512-505-2896</u>
Fax No.	_____	800 # (if available)	_____
Date:	<u>05-07-2020</u>		

MEDICAID BILLING SERVICES AND LICENSE AGREEMENT

The undersigned school district ("District") is a member of the Texas Association of School Boards, Inc. ("TASB") and desires Medicaid billing services through TASB's Special Education Solutions, as provided in this Medicaid Billing Services and License Agreement ("Agreement").

Whereas, District appoints TASB as its Fiscal Agent for the limited purposes set forth in this Agreement and TASB is willing to provide such professional services; and

Whereas, TASB's Special Education Solutions has the special knowledge and skill required to provide Medicaid billing services through its SMART© Service;

Now, therefore, in consideration of the premises and covenants contained herein, the parties agree as follows:

ARTICLE I. DEFINITIONS

The following definitions shall apply to this Agreement, regardless of whether the term is initial capped throughout the Agreement, unless the context indicates otherwise:

- A. "Claim" means the right of District to seek reimbursement from the federal government for a qualifying health and related service or services provided to a Medicaid eligible student meeting eligibility requirements as set forth in the Individuals with Disabilities Education Act ("IDEA").
- B. "Fiscal Agent" means TASB for the limited purposes of performing the services outlined in this Agreement on behalf of District.
- C. "HHSC" means the Texas Health and Human Services Commission or any successor entity.
- D. "Provider" means an individual service provider employed or contracted by the District, who is authorized to treat or otherwise provide health and related services to District's students.
- E. "SHARS" means School Health and Related Services. SHARS is a Medicaid financing program and is a joint program of the Texas Education Agency and HHSC. SHARS allows local school districts to obtain Medicaid reimbursement for certain health-related services provided to students in special education.
- F. "SMART© Program" means the Site-Based Medicaid Administration, Reimbursement, and Tracking software application and related documentation licensed by TASB pursuant to this Agreement. "SMART© Services" means all the services provided to District by TASB under this Agreement. The SMART© Program and SMART© Service are collectively referred to as "SMART."
- G. "TMHP" means the Texas Medicaid and Healthcare Partnership, the organization that receives Claims for Medicaid reimbursement under the SHARS program, or any successor entity.

ARTICLE II. DUTIES AND RESPONSIBILITIES

TASB shall perform the duties specified in **Exhibit A** (Fiscal Agent Responsibilities). District shall perform the duties specified in **Exhibit B** (District Responsibilities).

ARTICLE III. BILLING SERVICE AUTHORIZATION

A. District designates TASB as its Fiscal Agent to perform the duties set out in this Agreement and, in such capacity, TASB shall be considered a school official under the Family Educational Records Privacy Act ("FERPA"). District authorizes TASB to directly or indirectly process and submit District's Claims to TMHP on behalf of District as set out in this Agreement.

B. TASB's SMART© Services, including its SMART© Program, are not designed or intended to serve as District's official record repository or data archive of its SHARS Claims. As between District and TASB, District is responsible for maintaining its SHARS source documentation to satisfy District's record retention requirements. TASB will take commercially reasonable precautions to preserve and protect District data entered into the SMART© Program for at least three years from the date of submission. While this Agreement is in effect, TASB will cooperate with District in transferring or converting District's Claims information into a useful format, within the capabilities and limitations of TASB's technology systems, within 60 days of District's written request or other agreed time frame.

ARTICLE IV. OWNERSHIP OF AND LICENSE OF SMART© PROGRAM

A. As between TASB and District, TASB is the sole and exclusive owner of the SMART© Program. The SMART© Program is an internet-based software application and this Agreement grants District a non-exclusive, non-transferable license to use and access the SMART© Program for the purposes set forth in this Agreement. District agrees to use the SMART© Program only as permitted by this Agreement and consistent with any additional terms of use or policies that may be published in connection with the SMART© Program from time to time (which terms may not conflict with or diminish District's rights under this Agreement).

B. District will not infringe upon or violate TASB's intellectual property rights in and to the SMART© Program, including any and all copyrights, trademarks, trade names, and trade secrets. District will not reverse engineer, decompile, or create derivative works, or sell, lease or otherwise make the SMART© Program available to any unauthorized person or third party. To the extent District provides feedback, suggestions, or requests changes or improvements to the SMART© Program, District grants to TASB a royalty-free, non-exclusive, perpetual license to use, adapt, sell and otherwise exploit such contribution without restriction.

C. TASB represents that the SMART© Program, and the use by District in accordance with this Agreement, does not and will not infringe on the intellectual property rights of any third party. TASB will protect and indemnify District from any and all claims, assessments, or suits, at law or in equity, including legal expenses, damages, and attorneys' fees, alleging or asserting that the SMART© Program infringes on the proprietary rights of a third party. The foregoing indemnification is conditioned on (1) District providing TASB with written notice of claim, assessment or suit before District incurs any significant expense or obligation relating thereto; (2) TASB having the right to control the defense and any settlement of the dispute, provided that settlement does not impose any financial or other material obligation upon District; and (3) District cooperating in the defense and resolution of the dispute.

ARTICLE V. COMPENSATION

A. For services rendered under this Agreement, TASB shall be compensated as detailed in **Exhibit C** (Fee Schedule). District and TASB additionally agree that any payment methodology used pursuant to this

Agreement does not contain any type of incentive, directly or indirectly, for inappropriately inflating, in any way, Claims submitted on behalf of District.

~~B. District agrees to promptly pay TASB. Nonpayment of fees as required by this Agreement shall constitute a material breach. Deletion, see First Addendum~~

C. District agrees that all payments and disbursements required of it under this Agreement shall be made from current revenues available to District.

ARTICLE VI. ERRORS AND OMISSIONS

Except as expressly provided otherwise, no accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this Agreement, provided such errors and omissions are reported promptly after discovery.

ARTICLE VII. COMMENCEMENT, AMENDMENT, AND TERMINATION

A. The initial term of this Agreement begins on the Effective Date (set forth at the end of this Agreement) and ends three years later. ~~This Agreement shall automatically renew for successive three-year terms until terminated as set out below.~~ District must hold membership in TASB as a condition precedent to this Agreement becoming effective, and any lapse in TASB membership during the course of this Agreement shall constitute a material breach. Deletion, see First Addendum

B. TASB may amend this Agreement by providing District at least 60 days' written notice of the amendment prior to the amendment's effective date (which shall be stated in the notice). District's continued use of TASB's SMART© Services after the effective date of the amendment will constitute acceptance of the amendment by conduct. District's signature will not be required for the amendment to be effective, although District may opt to terminate the Agreement as set out below.

C. This Agreement may be terminated as follows:

1. If TASB presents an amendment to District pursuant to Article VII.B above, by District giving TASB written notice of termination before the effective date of the amendment.

~~2. Before the Agreement automatically renews for another three-year term, by the terminating party giving the other party at least 60 days' prior written notice of termination.~~ Deletion, see First Addendum

3. During an unexpired three-year term, by District providing TASB with at least 60 days' prior written notice and paying the early termination fee set out in Exhibit C.

4. By either party due to the other party's material breach of this Agreement. The terminating party shall provide the other party with at least five business days' prior written notice describing the breach and, if desired, offering an opportunity to cure. Termination under this section shall be without prejudice to any other rights or defenses held by either party.

5. By TASB if TASB elects to discontinue or terminate SMART for all clients, then TASB may terminate upon at least 180 days prior written notice to District.

D. District and TASB agree that each will notify TMHP within five working days of both the commencement and termination, by either party, of this Agreement. Termination will not extinguish TASB's right to payment, pursuant to Exhibit C.

E. Upon termination, District will no longer have access to SMART in order to process Claims. District will have up to 180 days to request its Claims data from TASB and TASB will convert or transfer District's data into a useful format, within the capabilities and limitations of TASB's technology systems, and provide to District within 60 days (or other agreed time frame) of District's written request. TASB will destroy District's Claims data upon District's written request, provided that TASB has been fully paid as required by this Agreement. Notwithstanding the foregoing, TASB will be permitted to retain indistinct vestiges of District's data on back-up systems for business continuity purposes, subject to continuing confidentiality requirements of this Agreement and of state and federal law.

ARTICLE VIII. LIMITATION OF LIABILITY; RELATIONSHIP OF PARTIES

A. It is agreed that, to the fullest extent permitted by law, TASB shall not be liable for any consequential or incidental damages (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information, or other indirect pecuniary losses) arising from use of or inability to use the SMART© Program. Notwithstanding the foregoing, TASB's liability under this Agreement is limited to the fees paid to TASB under this Agreement with District during the previous year.

B. It is further agreed that TASB is an independent contractor and that nothing in this Agreement shall be construed to create the relationship of employer-employee, fiduciary, partnership or joint venture.

ARTICLE IX. CONFIDENTIALITY

A. TASB Confidential Information

TASB confidential information shall include, but not be limited to, the proprietary SMART© Program, including all related templates, forms, or other documents. TASB maintains that its SMART© Program constitutes protected trade secrets.

B. District Confidential Information

District confidential information shall include, but not be limited to, its SHARS Claim information. The parties acknowledge and agree that FERPA protects the personally identifiable information of students and that SHARS Claims are protected FERPA educational records. District provides confidential student information to TASB solely for the purpose of handling SHARS reimbursements as outlined in this Agreement. TASB agrees to comply with FERPA as well as other state and federal laws that protect District's Claim information. TASB will maintain the privacy of District's Confidential Information and will not release it, other than as authorized by this Agreement, unless District gives its written consent.

C. Confidentiality Obligations

1. The receiving party of Confidential Information shall: (a) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential

information, and in no event using less than commercially reasonable care; and (b) use it only to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its agents, employees, and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such agents, employees, and contractors are subject to disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Article IX shall remain in effect during the term of this Agreement and for as long as the receiving party retains Confidential Information after expiration or termination of this Agreement.

2. A receiving party may provide the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, subpoena, law or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

3. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. Thus, the parties agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

ARTICLE X. REPRESENTATIONS AND WARRANTIES

A. District and its Providers will submit to TASB, as Fiscal Agent, true and correct Claim information that contains only those services, supplies, and equipment actually provided to recipients. TASB will rely upon information furnished by District and its Providers and District agrees that TASB will not be required to verify the accuracy of the information. District further agrees that TASB will not be responsible for ensuring that District or its Providers adhere to applicable laws and regulations. As between TASB and District, it shall be District's duty to supervise its Providers.

B. Both parties understand that Claims will be paid from federal and state funds and that any concealment or falsification of material facts by either party is subject to prosecution under federal and state law, the imposition of fines or penalties, and the recoupment of any illegitimate payments.

C. Both parties represent and agree as follows:

1. This Agreement is executed with full knowledge and understanding of its terms and meanings and the individual signing this Agreement is authorized to do so; and

2. This Agreement may be executed in multiple counterparts, each of which shall serve as an original and all of which will constitute the same instrument. A facsimile or imaged signature shall be enforceable as an original.

D. DISTRICT UNDERSTANDS AND AGREES THAT SMART IS PROVIDED "AS IS" AND "AS AVAILABLE." TASB DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT ITS PRODUCTS OR SERVICES UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE.

ARTICLE XI. MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Texas. ~~and venue for any action arising out of this Agreement lie in Travis County, Texas.~~ Deletion, see First Addendum
- B. This Agreement comprises the entire Agreement between the parties concerning the subject matter of this agreement.
- C. The provisions of Articles Article V (Compensation), VIII (Limitation of Liability; Relationship of Parties), IX (Confidentiality), and X (Representations and Warranties) shall survive the termination of this Agreement.
- D. Any previous Medicaid Billing Services Agreement between the parties is hereby superseded and this Agreement shall control as of its Effective Date of this Agreement.
- E. If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
- F. The parties agree that, in the event of a lawsuit relating to this Agreement, the prevailing party is entitled to recover reasonable attorney's fees.

ARTICLE XII. Execution OF AGREEMENT: COUNTERPARTS; ELECTRONIC SIGNATURE

- A. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.
- B. The exchange of the copies of this Agreement and signature pages of facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, pdf, or other electronic means shall be deemed to be their original signatures for this purpose.

WHEREFORE, the below parties have caused this Medicaid Services and Billing License Agreement to be duly executed and such Agreement will commence on the following

Effective Date: September 11, 2020.

Client District:

DALLAS ISD

DocuSigned by:
Dwayne Thompson
478A607D540148B...
Signature

9/11/2020
Date

Dwayne Thompson
Printed Name

Chief Business Officer
Title

Approved as to form for Dallas ISD: Gil R Garcia 09/09/2020

Texas Association of School Boards, Inc.

Brian Bolinger
Signature

August 26, 2020
Date

Brian Bolinger, Associate Executive Director
Business Services

EXHIBIT A**FISCAL AGENT RESPONSIBILITIES**

TASB, as District's Fiscal Agent, will have the following responsibilities:

- 1) If required by TMHP or HHSC, enroll and be approved as a Third Party Billing Vendor before submitting Claims on behalf of District.
- 2) Supply District with access to the SMART© Program and related online user documentation.
- 3) Submit student information monthly to HHSC or TMHP for electronic eligibility match. Provide District with current eligibility report.
- 4) Provide user training, software training, provider training and ongoing program review that corresponds and aligns with the SHARS program and utilization of the TASB billing software. Training may be provided via webinar, conference call, recorded training material, and/or in person as agreed by both parties. Up to three days of training are available within the first year of this Agreement and up to two days are available annually thereafter. Extra training is available by agreement and subject to an additional fee.
- 5) Provide assistance to District in resolving rejected or denied Claims.
- 6) Support SMART© Services by:
 - a. Maintaining a toll-free hotline during normal TASB business hours.
 - b. Updating the SMART© Program in response to changes in law or regulations.
 - c. Maintaining appropriate records and files, including commercially reasonable safe site storage of Claims data, under TASB's custody or control.
- 7) Submit Claims data to TMHP.
- 8) Provide reports on a periodic basis on general activity.
- 9) Provide District with access to its Claims data and records under TASB's custody or control.
- 10) Assist District in the preparation of its annual cost report, including the review of RMTS (Random Moment Time Study) provider listings, analysis of District's financial data, IEP (Individualized Education Program) and transportation ratios, responses to variances, and other necessary or related information.

EXHIBIT BDISTRICT RESPONSIBILITIES

District will have the following responsibilities:

- 1) Obtain any necessary written consent from the parents or legal guardians of students in order for District to submit SHARS Claims.
- 2) Complete and submit any required Medicaid enrollment forms and Medicaid provider agreements.
- 3) Obtain Medicaid provider identification number.
- 4) Execute automated billing agreement and Electronic Remittance and Status (“ER&S”) agreement as required by TMHP to allow TASB to file Claims and receive ER&S reports (HIPAA Form 835 or its successor) electronically on District’s behalf. TASB shall serve as District’s exclusive agent for purposes of submitting Claims and receiving ER&S reports, and District agrees that it will not designate any other person or entity as its agent for these purposes on an ER&S agreement or other TMHP or HHSC form while this Agreement is in effect.
- 5) Verify student eligibility for each Claim submitted.
- 6) Comply with any and all requirements set forth by TEA and HHSC regarding the SHARS program, including but not limited to provider procedures as outlined in the current *TMHP Medicaid Provider Procedure Manual*, or any successor manual thereof.
- 7) Submit to TASB all required data to create and maintain student and service provider files. Update information as necessary.
- 8) Input all required data into the SMART© Program to create and maintain student, therapist, and service files.
- 9) Input all required data into the SMART© Program for each session for which Medicaid reimbursement will be sought.
- ~~10) Input all required data to TASB electronically at least 60 days before the date on which the Claim will expire. For Claims not submitted electronically, submit completed service tickets/session notes to TASB to facilitate Claim creation. Service tickets/session notes should be received at TASB at least 60 days before the date on which the Claim will expire. TASB assumes no responsibility for any Claims submitted after this time period. Deletion, see First Addendum~~

Input or submit all required data to TASB, electronically or via paper session note or imported files, in sufficient time to be processed. To enable proper handling and processing both by TASB and TMHP/HHSC, TASB assumes no responsibility for any Claims submitted less than 60 days prior to January 3 following the close of any federal year end or before the date on which the Claim expires. Addition, see First Addendum

- 11) Execute any certificates of compliance, including but not limited to letters certifying local expenditures, as required by TMHP or HHSC.

- 12) Complete annual cost reports as required by TMHP or HHSC.
- 13) Maintain all source documentation necessary to fully document services for which Claims were filed, the medical necessity of the services, and costs included in any cost reports or other documents used to determine a payment rate or fee.
- 14) Provide contact data for all of District's designated users of the SMART© Program. Contact data must include, at a minimum, the names, titles, phone numbers and e-mail addresses of all authorized users. TASB will use this data to provide users with individualized MyTASB accounts and to support those users as needed. District agrees to keep all contact information up-to-date.
- 15) Provide TASB read-only access to District's special education software for purposes of extracting information pertinent to the management of SHARS and Medicaid information.
- 16) Provide TASB access to the designated SHARS application (Fairbanks system) to assist District in the development and monitoring of cost report data.
- 17) Provide TASB access to information in the District's student information system to facilitate interim billing for SHARS purposes, particularly attendance and demographic data.

EXHIBIT C**THREE-YEAR TERM FEE SCHEDULE****1) Fee:**

- a. District agrees to pay Fiscal Agent 2% of all claims submitted to, and paid by, TMHP, up \$2,500,000 and 0.35% of all claims thereafter, as a fee for the SMART Services. This fee applies to payments by HHSC (either directly or through TMHP) to District, including payments made in connection with a specific SHARS Annual Cost Report, Cost Reconciliation and Settlement Process. After the first year of the Agreement, TASB will have the right to increase the fee up to three percent (3%) annually. Thus, for example, after the first year of the Agreement, TASB may increase the fee from a total of 10% up to a maximum total of 10.3%. A fee escalation pursuant to this provision will not constitute an amendment as set out in Article VII, Section C1.
- b. TASB may invoice for cost report reimbursements and all other reimbursements when District receives the reimbursement. Upon the termination of the Agreement for any reason, TASB shall be entitled to invoice for and receive payment of its fee for all cost report reimbursements and all other claims for reimbursement that have been filed with HHSC/TMHP as of the date of termination, even if District has not received the reimbursement for those claims as of the date of termination.
- c. Payment on in undisputed amounts is due to TASB within 45 days of the date that District receives an invoice from TASB. An invoice is deemed "received" (a) if sent by first-class U.S. mail, postage pre-paid, three business days after mailing; or (b) if sent by email or fax, the moment it is sent. Late charges, not to exceed the maximum interest allowed by law, will begin to accrue on the 31st day after the due date. Addition, see First Addendum

2) Early Termination Fee:

- a. The pricing offered to District is predicated on a full three-year term. Thus, District will pay TASB an early termination fee if it terminates this Agreement during an unexpired three-year term for reasons other than those permitted by Article VII, Section C1 (amendment), ~~C2 (three year renewal)~~, or C5 (winding up of SMART). The amount of the early termination fee is one percent (1%) of the monthly average of all claims, including Cost Reports, paid by HHSC/TMHP pursuant to this Agreement, as of the date of notice of termination, multiplied by the number of months remaining in the then-current term of the Agreement. The early termination fee is not intended as a penalty but a reasonable estimate of TASB's actual damages for the premature termination. Deletion, see First Addendum
- b. The early termination fee is in addition to the amount of fees due as of the date of termination.
- c. If this Agreement replaces a prior unexpired TASB SMART agreement, without interruption, the transfer will not result in an early termination fee.

If District terminates this Agreement during an unexpired three-year term and immediately discontinues any further SHARS Medicaid reimbursement program, either on its own or through a third party, no early termination fee will be required. District must cease its SHARS program for a minimum of one year for the early termination fee to be deemed waived.

FIRST ADDENDUM TO MEDICAID BILLING SERVICES AND LICENSE AGREEMENT
BY AND BETWEEN TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. AND
DALLAS INDEPENDENT SCHOOL DISTRICT

This is the First Addendum (“Addendum”) to the Medicaid Billing Services and License Agreement (“Agreement”) by and between Texas Association of School Boards, Inc. (“TASB”) and Dallas Independent School District (“District”), with an effective date of September 11, 2020. This Addendum sets out all revisions and additions to the Agreement and is incorporated into and made a part of the Agreement for all purposes. To the extent of any conflict or difference between the terms and provisions of this Addendum and those of the Agreement regarding any matter addressed herein, the terms and provisions of this Addendum control. All other terms and conditions of the Agreement remain in effect.

Now, therefore, the parties agree to amend the Agreement as follows:

1. Article V, Section B is deleted in its entirety.
2. Article VII, Section A is deleted and replaced in its entirety with the following:
 - A. The term of this Agreement begins on the Effective Date (set forth at the end of this Agreement) and ends three years later. District must hold membership in TASB as a condition precedent to this Agreement becoming effective, and any lapse in TASB membership during the course of this Agreement shall constitute a material breach.
3. Article VII, Section C(2) is deleted in its entirety.
4. Article XI, Section A is deleted and replaced in its entirety with the following:
 - A. This Agreement is governed by the laws of the State of Texas.
5. The following Article XII is added to the Agreement

ARTICLE XII. EXECUTION OF AGREEMENT: COUNTERPARTS; ELECTRONIC SIGNATURE

A. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

B. The exchange of the copies of this Agreement and signature pages of facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination

of such means, shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, pdf, or other electronic means shall be deemed to be their original signatures for this purpose.

6. Item 10 of Exhibit B is deleted and replaced in its entirety with the following:

10) Input or submit all required data to TASB, electronically or via paper session note or imported files, in sufficient time to be processed. To enable proper handling and processing both by TASB and TMHP/HHSC, TASB assumes no responsibility for any Claims submitted less than 60 days prior to January 3 following the close of any federal year end or before the date on which the Claim expires.

7. Section 1(c) of Exhibit C is deleted and replaced in its entirety with the following:

c. Payment on any undisputed amounts is due to TASB within 45 days of the date that District receives an invoice from TASB. An invoice is deemed "received" (a) if sent by first-class U.S. mail, postage pre-paid, three business days after mailing; or (b) if sent by email or fax, the moment it is sent. Late charges, not to exceed the maximum interest allowed by law, will begin to accrue on the 31st day after the due date.

8. Section 2(a) of Exhibit C is deleted and replaced in its entirety with the following:

a. The pricing offered to District is predicated on a full three-year term. Thus, District will pay TASB an early termination fee if it terminates this Agreement during an unexpired three-year term for reasons other than those permitted by Article VII, Section C1 (amendment) or C5 (winding up of SMART). The amount of the early termination fee is one percent (1%) of the monthly average of all claims, including Cost Reports, paid by HHSC/TMHP pursuant to this Agreement, as of the date of notice of termination, multiplied by the number of months remaining in the then-current term of the Agreement. The early termination fee is not intended as a penalty but a reasonable estimate of TASB's actual damages for the premature termination.

[Signatures on following page]

Wherefore, the parties hereto have caused this Addendum to be duly executed and such Addendum will commence on the effective date of September 11, 2020.

DALLAS INDEPENDENT SCHOOL DISTRICT

DocuSigned by:
Dwayne Thompson
478A607D540148B...
Signature

9/11/2020
Date

Dwayne Thompson
Printed Name

Chief Business Officer
Title

Approved as to form for Dallas ASD: Gil R Garcia 09/09/2020

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

Brian Bolinger
Brian Bolinger, Associate Executive Director
Business Services


August 26, 2020
Date



The Purpose of this Addendum is to **change the due date to May 7, 2020 @ 2:00 pm Central** for the above listed RFP.

The information in this Addendum is hereby incorporated and made part of any contract awarded pursuant to this solicitation.

Please sign this addendum and submit along with your copies of the proposal. ALL OTHER PROVISIONS, AND OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. BIDDERS ARE REQUIRED TO ACKNOWLEDGE AND RETURN/SUBMIT A COPY OF THIS ADDENDUM WITH THEIR PROPOSAL.

Company Name:	<u>Texas Association of School Boards, Inc.</u>	Submitter's Name/Title:	<u>Karlyn Keller, Division Director</u>
Address:	<u>12007 Research Blvd</u>	City, State and Zip Code:	<u>Austin, Texas 78759</u>
Email Address:	<u>karlyn.keller@tasb.org</u>		
Submitter's Signature:		Telephone No.	<u>512-505-2896</u>
Fax No.	_____	800 # (if available)	_____
Date:	<u>May 7, 2020</u>		

END OF ADDENDUM



The Purpose of this Addendum is to provide updated information related to this RFP.

- 1. Suppliers can now submit their proposal electronically through the District's Electronic Bidding Platform (Oracle Sourcing). Information is on our website under Existing Suppliers. Questions should be emailed to sourcing@dallasisd.org.
2. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. However, in the unlikely event that you do submit a paper bid, it is imperative that the title and bid number MUST appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received.

The information in this Addendum is hereby incorporated and made part of any contract awarded pursuant to this solicitation.

Please sign this addendum and submit along with your copies of the proposal. ALL OTHER PROVISIONS, AND OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. BIDDERS ARE REQUIRED TO ACKNOWLEDGE AND RETURN/SUBMIT A COPY OF THIS ADDENDUM WITH THEIR PROPOSAL.

Company Name: Texas Association of School Boards, Inc. Submitter's Name/Title: Karlyn Keller, Division Director
Address: 12007 Research Blvd City, State and Zip Code: Austin, Texas 78759
Email Address: karlyn.keller@tasb.org
Submitter's Signature: [Handwritten Signature] Telephone No. 512-505-2896
Fax No. 800 # (if available)
Date: May 7, 2020


END OF ADDENDUM



The Purpose of this Addendum is to **provide questions and responses for the above RFP**. Please see attached.

The information in this Addendum is hereby incorporated and made part of any contract awarded pursuant to this solicitation.

Please sign this addendum and submit along with your copies of the proposal. ALL OTHER PROVISIONS, AND OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. BIDDERS ARE REQUIRED TO ACKNOWLEDGE AND RETURN/SUBMIT A COPY OF THIS ADDENDUM WITH THEIR PROPOSAL.

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Email Address:	<u>karlyn.keller@tasb.org</u>		
Submitter's Signature:	<u></u>	Telephone No.	<u>512-505-2896</u>
Fax No.	<u></u>	800 # (if available)	<u></u>
Date:	<u>May 7, 2020</u>		

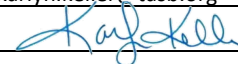
END OF ADDENDUM



The Purpose of this Addendum is to **provide an updated evaluation criteria sheet for the above RFP.** Please see attached.

The information in this Addendum is hereby incorporated and made part of any contract awarded pursuant to this solicitation.

Please sign this addendum and submit along with your copies of the proposal. ALL OTHER PROVISIONS, AND OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. BIDDERS ARE REQUIRED TO ACKNOWLEDGE AND RETURN/SUBMIT A COPY OF THIS ADDENDUM WITH THEIR PROPOSAL.

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Submitter's Signature:		Telephone No.	<u>512-505-2896</u>
Fax No.	_____	800 # (if available)	_____
Date:	<u>May 7, 2020</u>		

END OF ADDENDUM

KH-205809
Third Party Billing Service for School Health and Related Services

Price Offer Summary Form

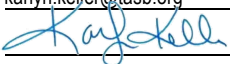
The undersigned duly authorized representative of the Offeror offers to provide the products, services, etc. described elsewhere in this solicitation document for the consideration noted in the response.

Offeror must complete and sign this form to provide response. The ultimate contract is anticipated to be a firm fixed price contract. All prices including, but not limited to, contractor staff costs, travel expenses, hardware/software costs, connecting devices costs, and software customization costs will be included in the contract firm fixed price. Details of the prices are per attached sheets.

TOTAL Proposed *

\$ Please include pricing in Section VII

(* detailed supporting sheets must be attached)

Company Name:	<u>Texas Association of School Boards, Inc.</u>	Submitter's Name/Title:	<u>Karlyn Keller, Division Director</u>
Address:	<u>12007 Research Blvd</u>	City, State and Zip Code:	<u>Austin, Texas 78759</u>
Email Address:	<u>karlyn.keller@tasb.org</u>		
Submitter's Signature:		Telephone No.	<u>512-505-2896</u>
Fax No.	_____	800 # (if available)	_____
Date:	<u>05-07-2020</u>		


KH-205809
Third Party Billing Service for School Health and Related Services

Detailed Price Affidavit

The District requires full disclosure of any/all prices to include any “hidden” or “additional charges”. The District will not be liable for hidden costs or additional charges not disclosed.

Description of Cost/Price	Total Cost/Price	Comments
SMART Services and consultation	2% of all reimbursements up to \$2.5 million and 0.35% of all reimbursements over \$2.5 million	Total Cost/Price for the 3-year Traditional Contract. See the Service Model Comparison for detailed responsibilities.
SMART Services and consultation	1% of all reimbursements	Total Cost/Price for the 1-year Traditional Contract. See the Service Model Comparison for detailed responsibilities.
SMART Services and consultation	1.25% of all reimbursements	Total Cost/Price for the 3-year All-Inclusive Contract. See the Service Model Comparison for detailed responsibilities.

The prices presented on the **PRICE OFFER SUMMARY FORM** and the costs/prices identified on this affidavit are all of the prices required to provide the products, goods, and/or services identified elsewhere in this solicitation document.

Company Name: Texas Association of School Boards, Inc. Submitter's Name/Title: Karlyn Keller, Division Director
Address: 12007 Research Blvd City, State and Zip Code: Austin, Texas 78759
Email Address: karlyn.keller@tasb.org
Submitter's Signature:  Telephone No. 512-505-2896
Fax No. _____ 800 # (if available) _____
Date: 05-07-2020

Section VII: Exhibits and Appendices

Pricing Requirements

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the consulting services as required pursuant to the aforementioned documents at the below quoted terms.

Proposed Fee Schedule for Third Party Billing Services – Medicaid Coordination Services according to the requirements set forth in this Request for Proposal in the following quantities:

Pricing for Third Party Billing Services – Medicaid Coordination Services (Complete Items A-D.)

A. Pricing for the use of an electronic documentation system to be used for claim submissions

COST SCHEDULE FOR USE OF AN ELECTRONIC DOCUMENTATION SYSTEM TO BE USED FOR CLAIM SUBMISSION BASED ON AN ESTIMATE OF \$5.0M ANNUAL INTERIM REIMBURSEMENTS

	Total Cost to the District	Itemized Detail of Calculation for Total Cost to the District, e.g. Percent fee * \$5.0 million (if applicable)
Year 1	\$ 58,750	2% of all reimbursements up to \$2.5 million and 0.35% over \$2.5 million
Year 2	\$ 58,750	2% of all reimbursements up to \$2.5 million and 0.35% over \$2.5 million
Year 3	\$ 58,750	2% of all reimbursements up to \$2.5 million and 0.35% over \$2.5 million
Year 4	\$	
Year 5	\$	
TOTAL	\$ 176,250	

B. Pricing applied to the SHARS Cost Report reimbursements

COST SCHEDULE FOR COST REPORT FEE BASED ON AN ANNUAL ESTIMATED COST REPORT SETTLEMENT AMOUNT OF \$26.0M

	Total Cost to the District	Itemized Detail of Calculation for Total Cost to the District, e.g. Percent fee * \$26.0 million (if applicable)
Year 1	\$ 91,000	2% of all reimbursements up to \$2.5 million and 0.35% over \$2.5 million
Year 2	\$ 91,000	2% of all reimbursements up to \$2.5 million and 0.35% over \$2.5 million
Year 3	\$ 91,000	2% of all reimbursements up to \$2.5 million and 0.35% over \$2.5 million
Year 4	\$	
Year 5	\$	
TOTAL	\$ 273,000	

C. Summary of pricing for all costs to the district (A + B)

COST SCHEDULE FOR ALL COSTS TO THE DISTRICT BASED ON ESTIMATES OF \$5M ANNUAL INTERIM REIMBURSEMENTS AND \$26M ANNUAL COST REPORT REIMBURSEMENT

	Total Cost for Use of an Electronic Documentation System to be Used for Claim Submission Based on an Estimate of \$5M in Annual Interim Reimbursements	Total Cost for Cost Report Fee Based on Estimate of \$26M in Annual Cost Report Reimbursements	Grand Total of All Costs to the District Based on Estimates of \$5M Annual Interim Reimbursements and \$26M in Annual Cost Report Reimbursement
Year 1	\$58,750	\$ 91,000	\$ 149,750
Year 2	\$ 58,750	\$ 91,000	\$ 149,750
Year 3	\$ 58,750	\$ 91,000	\$ 149,750
Year 4	\$	\$	\$
Year 5	\$	\$	\$
TOTAL	\$ 176,250	\$ 273,000	\$ 449,250

D. Pricing for additional services not included in fees above. (List or attach itemized details.)

Please list and provide pricing for any goods or materials that will be necessary to provide the aforementioned services:

Pricing for the use of an electronic documentation system, Pricing for SHARS Cost Report, Summary of Pricing for Items A and B, and Pricing for additional services not included in fees above

KH-205809
Third Party Billing Service for School Health and Related Services

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.


1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public-school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
 - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
 - b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
 - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
 - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4. **PURCHASING AUTHORITY:**
 - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
 - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third-party agreements for the purchase of products and services.
 - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.

5. **AGREEMENT CONSENT ACKNOWLEDGEMENT:** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?
 YES NO

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