



**SCHOOL DISTRICT OF JEFFERSON  
COUNTY PUBLIC SCHOOLS,  
LOUISVILLE, KENTUCKY**

**REQUEST FOR PROPOSAL**

**#3155**

**COMPETITIVE NEGOTIATION**

**FOR**

**THIRD PARTY MEDICAID ADMINISTRATIVE  
AND RECOVERY SERVICES**

**PROPOSAL RETURN DATE:**

**THURSDAY, MAY 13, 2025**

**TIME: 11:00 A.M., E.T.**

## DEFINITIONS

### ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

### PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (sent in a separate email) supported by data called for by the RFP documents.

### PROPOSED CONTRACT SUM

The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

### OFFEROR

One who submits a proposal for contract with the Board for the work described in the RFP.

### PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

### RFP

Request For Proposals

## MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this RFP and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bid Department or at <https://www.jefferson.kyschools.us/sites/default/files/ModelProcurement.pdf>. It is the responsibility of the offeror to be familiar with these Regulations.

## **PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”**

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

**NOTE:** THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

## **“STATEMENT PURSUANT TO KRS 45A.990”**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

## INSTRUCTIONS AND CONDITIONS

### ARTICLE 1 - INVITATION

- 1.1 Sealed proposals will be received via email by the Purchasing/Bid Department, Jefferson County Public Schools, C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Bldg. 1, Room 164, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary to provide Third Party Medicaid Administrative and Recovery Services.
- 1.2 Additional copies of the RFP may be obtained on the JCPS web site: [www.jefferson.kyschools.us/about/business](http://www.jefferson.kyschools.us/about/business) prior to the date and time specified for opening.

### ARTICLE 2 - PRE-PROPOSAL QUESTIONS

- 2.1 There will be no pre-proposal questions for this RFP.

### ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **11:00 a.m., Eastern Time, Tuesday, May 13, 2025.** All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

### ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 **Email Submissions Only Will Be Accepted.**

Proposals must be EMAILED on or before the RFP opening date and time to the attention of Wyatt Wynn, (Director of Purchasing), [JCPS.Sealed-Bids@jefferson.kyschools.us](mailto:JCPS.Sealed-Bids@jefferson.kyschools.us)

All proposals will be opened in the Purchasing/Bid Department Conference Room of the C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. The Board of Education cannot assume the responsibility for any delay as a result of failure of email servers to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after scheduled time of opening will be returned unopened to the vendor.

**Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.**

- 4.2 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.3 Each proposer by submission of proposal releases Jefferson County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.

### ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)
- 5.3 The **COST SCHEDULE FORM** containing prices is to be submitted by separate email from the Proposal Form. It should be emailed to [JCPS.Sealed-Bids@jefferson.kyschools.us](mailto:JCPS.Sealed-Bids@jefferson.kyschools.us) with the subject line as "Quotation."
- 5.4 The **PROPOSAL FORM** outlining the materials and services to be furnished is to be submitted by separate email from the Cost Schedule Form. It should be emailed to [JCPS.Sealed-Bids@jefferson.kyschools.us](mailto:JCPS.Sealed-Bids@jefferson.kyschools.us) with the subject line as "Proposal." **Do not include any pricing on the PROPOSAL FORM. If included this will be grounds for rejection.**

- 5.5 All prices and quotations must be in ink or typewritten. Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.6 Both the **PROPOSAL FORM** and **COST SCHEDULE FORM** **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected.

ARTICLE 6 - **FAILURE TO RESPOND**

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 7 - **AWARD OF CONTRACT**

- 7.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract may be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code. If it is determined that a Data Privacy Agreement between the School Board and the offeror is needed, Board approval of the agreement is required prior to the awarding of a contract. JCPS reserves the right to reject all proposals.
- 7.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 8 - **RECIPROCAL PREFERENCE**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Jefferson County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

## ARTICLE 9 - EVALUATION CRITERIA

The Purchasing/Bid staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. Second, a committee will evaluate proposals based on the information provided in the vendor's proposal and any other information requested in the evaluation process. The criteria for meeting the competitive range (and points for each) will determine the best evaluated proposal.

Criteria	Points
1. Five years or more successful administration of Medicaid billing in schools	5pts
2. Ability to ingest a minimum of 750,000 service provider logs annually	10pts
3. Fee structure for services	5pts
4. Administrative process:	
a. Submission/resubmission of claims	10pts
b. Generation of reimbursement	10pts
c. Responsiveness to system modifications	5pts
d. Extraction of data	5pts
5. Professional development	5pts
6. Ability to deliver additional wrap around services	5pts
7. Virtual demonstration of platform	5 pts
TOTAL POINTS	65 pts

## ARTICLE 10 – CONTRACT PERIOD

- 10.1 The actual period of the contract will be from **July 1, 2025 through June 30, 2026 with four (4) annual renewals at the option of both parties.**
- 10.2 This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of both parties provided there are no escalation fees.

## ARTICLE 11 - DISCUSSION OF PROPOSALS

- 11.1 The Contracting Officer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.
- 11.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 11.3 Offerors submitting proposals categorized as unacceptable or not falling within the competitive range shall be so notified and said offerors will not be allowed to submit supplemental information amending the proposal. If an offeror has not been notified that his proposal has been found unacceptable or not falling within the competitive range, said offeror may submit supplemental information amending the proposal at any time until the closing date established by the Contracting Officer.

## ARTICLE 12 - TREATMENT OF PROPOSALS

- 12.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.
- 12.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

## ARTICLE 13 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 13.1 All proposals shall be valid for a period of **sixty (60)** days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 13.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be

modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.

13.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

13.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

#### ARTICLE 14 - INTERPRETATION OR CORRECTION OF RFP'S

14.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.

14.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

#### ARTICLE 15 - ADDENDA

15.1 Addenda will be emailed to all who are known by the Director of Purchasing to have requested and were furnished RFP's.

15.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.

15.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.

15.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

#### ARTICLE 16 - RIGHT TO REJECT

16.1 The Jefferson County Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Jefferson County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.

16.2 Grounds for the rejection of proposals include, but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the RFP.
- (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
- (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
- (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
- (e) Proposals received from offerors determined not to be responsible offerors.
- (f) Proposals received from offerors determined not to be qualified based on current or on past performance on JCPS projects.

#### ARTICLE 17 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

17.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.

17.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative

standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

#### ARTICLE 18 - CONFIDENTIAL DATA

- 18.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 18.2 If the contracting officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

#### ARTICLE 19 - ACCEPTANCE BY BOARD

- 19.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 10.
- 19.2 All prices and quotations must be in ink or typewritten. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- 19.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 19.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

#### ARTICLE 20 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

Form To Be Used - Unless otherwise provided in the RFP, the agreement to contract will be written on the standard form of agreement between Board and offeror bound with the RFP in the number of copies to be specified by the Director of Purchasing.

#### ARTICLE 21 - TABULATIONS

Tabulations will be made by the Purchasing/Bid Department and each qualified offeror will be mailed a formal tabulation after the Board has taken official action at the regularly scheduled Board meeting. Board meetings are normally held twice a month. Offerors are requested not to call the Purchasing/Bid Department for a tabulation.

#### ARTICLE 22 - PRICES

Prices quoted herein are to remain firm for the contract period. (See ARTICLE 10.)

#### ARTICLE 23 - K.O.S.H.A. STANDARDS

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

#### ARTICLE 24 - EXCUSE FOR NON-PERFORMANCE

The successful offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

#### ARTICLE 25 - PENALTIES

In case of default by the vendor, the Jefferson County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

#### ARTICLE 26 - TAXES

##### 26.1 KENTUCKY SALES AND/OR USE TAX

- (a) Proposers are informed that service contracts of the Board of Education of Jefferson County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- (b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

##### 26.2 FEDERAL EXCISE TAX

The Board of Education of Jefferson County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.

##### 26.3 DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.

- (a) The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law.
- (b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

#### ARTICLE 27 - NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

- 27.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, religion, marital or parental status, national origin, race, sex, veteran status, or political affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, political opinion or affiliation, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth or related medical conditions. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- 27.2 The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.
- 27.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

#### ARTICLE 28 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Office of Equal Employment Opportunity & Contract Compliance, Capitol Annex, Room 395, Frankfort, Kentucky 40601; phone: 502-564-2874; e-mail: Finance.ContractCompliance@ky.gov.

#### ARTICLE 29 - SERVICES EVALUATION

If it is later established that said services fail to comply to these specifications and conditions, the

contract will be canceled. This will be done only after offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

#### ARTICLE 30 - REIMBURSEMENT/COSTS

JCPS will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

#### ARTICLE 31 - DELIVERY

Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

#### ARTICLE 32 - MISC.

Smoking or the use of any tobacco product is not permitted on any JCPS property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

If offeror is selected and contractor and/or any employees of contractor require access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative finding of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

#### ARTICLE 33 - DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Jefferson County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Jefferson County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article 33.

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

- (a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- (b) A Social Security number;
- (c) A taxpayer identification number that incorporates a Social Security number;
- (d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- (e) A passport number or other identification number issued by the United States government; or
- (f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(9)(a), a "security breach" means "1. The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals."

As provided in KRS 61.931(5), a “nonaffiliated third party” means “Any person that (a) has a contract or agreement with an agency (Jefferson County Public Schools); and receives personal information from the agency (Jefferson County Public Schools) pursuant to the contract or agreement.”

The vendor hereby agrees to cooperate with the Jefferson County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article 33. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, the Jefferson County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Jefferson County Public Schools Chief Information Officer, 3332 Newburg Road, Louisville, KY 40218, Phone (502) 485-3011, Fax: (502) 485-3674. The notice to JCPS shall include all information the vendor has with regard to the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Jefferson County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Information Officer, Executive Administrator Information Technology and Executive Administrator Payroll of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken offsite. The vendor hereby agrees that the Jefferson County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article 33.

In the event of a security breach relating to Personal Information, the vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the vendor will satisfy the notification deadlines in KRS 61.933(1)(b) but the vendor will ensure that Jefferson County Public Schools has the opportunity to review and approve all notices to be sent. Jefferson County Public Schools will have the opportunity to review any report produced as the result of the investigation. The vendor will be fully responsible for all costs associated with compliance by the vendor and Jefferson County Public Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the vendor is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the vendor’s unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the vendor shall meet the requirements of the Act by providing to Jefferson County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates a cloud computing service,” which is defined in KRS 365.734(1)(a) as “a service that provides, and that is marketed and designed to provide, an educational institution with account-based access to online computing services”), or, through service to Jefferson County Public Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student’s parent. The vendor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.
- With a written agreement for educational research, the vendor may assist Jefferson County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Jefferson County Public Schools that it will comply with KRS 365.734(2).

#### ARTICLE 34 - FINAL DISPOSITION OF JCPS DATA

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract JCPS data will be made available to JCPS in the format requested by the Board. The Contractor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making JCPS data available to JCPS in the format requested by the Board, the Contractor shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all JCPS data, regardless of its format, mode of storage or location, including such data that may have been provided to the contractor’s employees, subcontractors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of JCPS, whichever shall come first.

#### ARTICLE 35 - TERMINATION

Contracts may be terminated by the Board for default or convenience as outlined in the Procurement Regulations.

#### ARTICLE 36 - EXCLUSIVITY

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions may be in time of emergency or if awarded contractor is unable to provide items or services as required.

#### ARTICLE 37 - ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, must include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

#### ARTICLE 38 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when JCPS may have to seek other interim product sources. Failure to deliver 100% of the items on this list -- within 48 hours -- shall be considered a default.

Successful bidders must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at bid prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and JCPS.

Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms. Bids submitted on company forms may be rejected.

#### ARTICLE 39 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

#### ARTICLE 40- COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
- The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit contractor receiving payments in excess of the contractor's actual net allowable costs.

# JEFFERSON COUNTY PUBLIC SCHOOLS SERVICES CONTRACT

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THIS SERVICES CONTRACT (“Contract”) is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (“JCPS”) and (“Contractor”), with its principal place of business at \_.

WITNESSETH:

WHEREAS, JCPS desires to procure certain services of Contractor, which are more fully described below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services desired by JCPS;

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and Contractor (individually, a “Party” and collectively, the “Parties”) agree as follows:

## ARTICLE I

### Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the Effective Date, as defined below, of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Procurement Regulations of JCPS currently in effect (the “Regulations”), which are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provision of the Regulations, the provision in the Regulations shall prevail.

## ARTICLE II

### Services

During the Term, as defined below, Contractor will perform (a) the services set forth below, and (b) such other services that are agreed in writing by JCPS and Contractor during the Term in an addendum to this Contract as provided in Article VII (collectively, the “Services”).

## ARTICLE III

### Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless

a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress

payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: \_\_\_\_\_

Progress Payments (if not applicable, insert N/A):

Costs/Expenses (if not applicable insert N/A):

Fund Source:

#### ARTICLE IV Term of Contract

This Contract shall be effective on the Effective Date. Contractor shall begin performance of the Services on a date after the Effective Date, but no later than   , and shall complete the Services no later than   , (the "Term"), unless the Term is modified in writing by JCPS and Contractor in an addendum to this Contract as provided in Article VII.

#### ARTICLE V Performance of Services by Contractor

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of Contractor's profession or business. The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator, as defined below.

B. Contractor shall appoint one person who shall be responsible for reporting to JCPS on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

C. Contractor shall be an independent contractor of JCPS for all purposes of this Contract. Nothing in this Contract is intended to create an employer-employee relationship, joint venture relationship, or partnership between JCPS and Contractor or any personnel assigned to this project by Contractor, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes. JCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which Contractor performs or otherwise provides the Services, it being recognized that Contractor will be exercising Contractor's independent judgment. Contractor and any personnel assigned to this project by Contractor shall have no claim under this Contract or otherwise against JCPS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. JCPS shall not withhold

on behalf of Contractor, or in any way be responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of Contractor, and all such withholdings, payments, or obligations shall be the sole responsibility of Contractor. JCPS shall issue to Contractor a Form 1099 statement for Contractor's federal and state income tax reporting purposes. Contractor warrants that Contractor will not take a position that is inconsistent with such independent contractor status, including in any court proceeding. This Article V(C) shall survive the termination of this Contract.

- D. Contractor shall at all times during the Term (a) comply with all applicable federal, state and local statutes, regulations, ordinances, and (b) obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.
- E. Contractor shall (a) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Contractor and any personnel assigned to this project by Contractor, in connection with the performance of this Contract, and (b) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This Article V(E) shall survive the termination of this Contract.
- F. Unless waived in writing by the Contract Administrator, Contractor shall maintain during the Term policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming JCPS as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

## ARTICLE VI Equal Opportunity

During the Term, Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is incorporated by reference into and made a part of this Contract.

## ARTICLE VII

### Changes

JCPS and Contractor may at any time, by mutual agreement set forth in a written addendum to this Contract, make changes in (a) the definition of the Services, (b) the scope of the Services, (c) the Contract Amount, (d) the time within which the Services are to be performed, (e) the schedule of progress payments, if progress payments are, and (f) the Term.

## ARTICLE VIII

### Termination for Convenience of JCPS

JCPS may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. Upon termination, the rights and obligations of the Parties shall be as set forth in Article X.

## ARTICLE IX

### Termination for Default

JCPS may, by written notice of default to Contractor, terminate the whole or any part of this Contract, upon (a) the commission by Contractor or any personnel assigned to this project by Contractor of any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or assisting or participating in or knowingly benefitting from any act by any employee of JCPS which is a violation of such provisions, (b) an occurrence of dishonest, fraudulent or illegal conduct or misappropriation of JCPS funds by Contractor or any personnel assigned to this project by Contractor, (c) the indictment or entry of a guilty plea or a plea of no contest to a felony offense by Contractor or any personnel assigned to this project by Contractor, or (d) a material breach of this Contract by Contractor, provided that JCPS has first given written notice to Contractor describing the breach with reasonable specificity and demanding that Contractor take action to cure the breach, but Contractor has failed to cure the breach within the period of 10 days after Contractor's receipt of such notice. Upon termination, JCPS may secure the required services from another contractor. If the cost to JCPS exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of JCPS provided in this Article shall not be exclusive and are in addition to the rights and remedies of JCPS under Article X of this Contract or as provided by law.

## ARTICLE X

### Obligations Upon Termination

Upon the termination of this Contract under either Article VIII or Article IX, (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination, including, without limitation, Articles V(C), V(E), XII, XIII, XV, XVI(D) and XVI(F), (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this Contract, and (c) JCPS shall have no obligation to pay any compensation to Contractor for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

## ARTICLE XI

### Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any addendum entered into under Article VII of this Contract, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII

### Contractor's Work Product

Unless waived in writing by the Contract Administrator, JCPS shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to JCPS. This Article XII shall survive the termination of this Contract.

## ARTICLE XIII

### Proprietary Information

At all times during the Term and thereafter, Contractor and all personnel assigned by Contractor to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of JCPS except as such disclosure, use or publication may be required in connection with Contractor's performance of the Services, or unless JCPS expressly authorizes such disclosure, use or publication in writing. The term "Proprietary Information" shall mean all information, data and records relating to JCPS's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of JCPS which JCPS treats as confidential with respect to the general public. For purposes of this Article XIII, the term "Proprietary Information" shall not include information that Contractor can show by competent proof (a) was known to Contractor prior to disclosure by JCPS and not subject to a duty or obligation of confidentiality or nondisclosure on the part of Contractor; (b) was generally known to the public at the time JCPS disclosed the information to Contractor; (c) became generally known to the public after disclosure by JCPS through no act or omission of Contractor; (d) was disclosed to Contractor by a third party having a bona fide right both to possess the information and to disclose it to Contractor; or (e) is otherwise public information under applicable law. Upon the termination of this Contract for whatever reason, Contractor will deliver to JCPS, or if agreed by JCPS in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or intangible form), and any other material containing or disclosing any Proprietary Information of JCPS. This Article XIII shall survive the termination of this Contract.

## ARTICLE XIV

### Contract Administrator

JCPS shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to this Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, JCPS shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If JCPS fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be JCPS's Chief Financial Officer.

## ARTICLE XV

### Right to Audit

Contractor shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, JCPS shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. This Article XV shall survive the termination of this Contract.

## ARTICLE XVI Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. If Contractor has access to student records, Contractor shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974, and (b) limit the access to those records by Contractor's employees and other personnel assigned to this project to those persons for whom access is essential to perform this Contract.
- G. If this contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. If this Contract is procured by JCPS under KRS Chapter 45A, Contractor shall at all times during the Term (a) be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor, and (b) reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.
- I. This Contract is subject to the following prohibitions on conflicts of interest:

1. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY JCPS EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER

PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT, AND ANY SOLICITATION OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:

- (a) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN;  
OR
- (b) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER OR EMPLOYEE, IS A PARTY; OR
- (c) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

2. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER PERSON TO OFFER, GIVE OR AGREE TO GIVE, ANY JCPS EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY JCPS EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

3. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER CONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACTOR OR ORDER.

4. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of \_\_\_\_\_, (the “Effective Date”).

Contractor’s Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF  
EDUCATION

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

J. Wyattte Wynn  
Title: Director of Purchasing

Title: \_\_\_\_\_

THIRD PARTY MEDICAID ADMINISTRATIVE & RECOVERY SERVICES

## SCOPE OF WORK &amp; TECHNICAL REQUIREMENTS:

**The District requires the services of a third-party administrator to manage the administration and direct billing of the fee-for-service Medicaid programs.** The Kentucky Medicaid Program reimburses the District for school-based child health and administrative claiming services it provided according to its established policy. **However, since Kentucky has a statewide contract for School-Based Administrative Claiming, respondents to this Request for Proposal will submit a proposal only for the direct billing of fee-for-service Medicaid programs.** The District also reserves the right to continue its existing contract to facilitate any transition period, if necessary. Bidders will be contacted to provide a demonstration of the platform.

Be knowledgeable in the area of Medicaid regulations of the State of Kentucky and have provisions for keeping the District apprised of same. Preference will be given to bidders with at least two (2) years of experience as a TPA for Kentucky School Districts.

The Supplier shall for School-Based Child Health Services:

- a. Manage new and existing claims for Medicaid billing.
- b. Provide a comprehensive web-based service documentation tool, including the functionality to:
  1. Maintain security of data from both server and client side as well as mobile devices (smart phones and hand-held devices)
  2. Easily create and manage provider caseloads
  3. View previously logged services on the main logging page
  4. Create groups of students for easy access for logging services
  5. Log for students seen in a group setting
  6. Log services from a smart phone or hand-held device
  7. Manage supervisors and supervisees within the system
  8. Allow supervisors to view, approve and reject services provided by those they supervise
  9. Service documentation tool must be capable of supporting automated batch imports of District data
  10. Easily view/sort service logs by service type, provider and student, with the option of specifying date range
  11. Manage reconciliation of prescribed versus provided services
  12. Easily view students that require compensatory time for services that were prescribed but not provided
  13. Include a spell check/grammar check feature
  14. Handle high volumes of traffic with multiple users during peak user times without disruption in service. The supplier should continue to make product improvements to decrease the number of steps required to complete a function
  15. A fully functioning graphing system with the option to import goals and see the last three data points from the logging screen
  16. A fully functioning calendar that offers pre-population of date, time, group, group number, diagnosis code, or other calendar functionality as deemed necessary for calendar logging by JCPS
  17. A system that imports all necessary information from Infinite Campus required to record services and bill Medicaid
  18. The ability to create custom goals
  19. All of the above requirements should be functional from day one of the contract period
  20. A demonstration of the platform will be required
- c. View and print service logs in an easily readable format.
- d. Review the District's records and identify medical services and transportation services that were provided to students that can be claimed under the State's existing fee for service program.

## SPECIFICATIONS - Cont.

- e. Prepare, on behalf of the District, all forms needed to claim for such services.
- f. Accept both paper copies and electronic files of Medicaid services logs for data entry.
- g. Ensure that appropriate signed services logs and individualized education plans are maintained in auditable paper files and readily accessible in an organized format.
- h. Maintain inventory of the auditable paper files referenced in “g.” (listed above) and provide inventory to the District upon request.
- i. Provide District staff with training of parental consent requirements.
- j. Create training materials.
- k. Continually monitor parental consent and provide targeted follow-up to maximize revenue.
- l. Provide a weekly/monthly action plan of steps being taken to rectify outstanding claims.
- m. Advise the District on pending legislation and policy changes related to fee-for-service billing.
- n. Advise the District on pending meetings and/or public hearings by the State of Kentucky as they relate to the fee-for-service Medicaid programs.
- o. Provide a Medicaid consultant to be onsite no less than quarterly.
- p. The designated Medicaid consultant shall attend meetings held within the State of Kentucky, with advance notice, at no additional cost to the District, throughout the duration of this agreement.
- q. The designated Medicaid consultant shall attend regular status meetings with the District at least quarterly at a location and time determined by the District and the designated Medicaid consultant shall provide an agenda with input from District administrative staff. The designated Medicaid consultant will provide meeting notes after the meetings within 36 hours, including action items and status of pending action items.
- r. Provide regular reports to the District in a format requested by the District (e.g., Excel, PDF), including but not limited to:
  - 1. Claims pending, paid or denied on a weekly / monthly basis or as requested by the District.
  - 2. Monthly services provided grouped by service type and provider, including number of services provided and provider caseloads
  - 3. Monthly summary of all services provided by month
  - 4. Detailed list of all unapproved service logs by supervisor
  - 5. Report of providers requiring supervision without a listed supervisor
  - 6. Duration between date of service and date the service was logged
  - 7. List of students with high levels of service documentation and no parent consent
  - 8. Parent consent reports by school, including percentage of student with consent and comparative information for other similar schools
  - 9. Revenue reports by service date, comparing month to month for other school years
  - 10. Quarterly Proportionate Share report for students not enrolled at the District but receiving services
  - 11. The District and vendor will collaborate to develop any additional reports deemed necessary
- s. Provide a detailed process flow chart of the Medicaid billing process including the flow of individualized education program documents.
- t. Analyze the current billing practices and provide solutions for areas of concern.

## SPECIFICATIONS - Cont.

u. Facilitate conversations between the District, the State of Kentucky, and other school districts regarding Medicaid policy, procedures, and best practices.

The supplier will provide a comprehensive web-based tool related to service log documentation to include the following features:

- a. Ability to import data from Infinite Campus (goals)
- b. Ability to create and manage individual and group calendars
- c. Ability to plot points measured
- d. Ability to graph data from service logs
- e. Ability to manage previously recorded data points
- f. Ability to carry over graphs to different providers (or ability to review other clinicians input in a read-only format)

g. Ability to import/export logged provider data from identified and approved JCPS 3<sup>rd</sup> Party vendors

h. Ability for district staff to upload batch data

i. The proposer must provide the designated District Representative with access to the database(s) schema, including the following:

1. **Server Information:**

- o Server name or IP address.

2. **Authentication Credentials:**

- o Username and password with read-only permissions.

3. **Schema Details:**

- o Complete database schema documentation to facilitate understanding of the database structure and relationships.

This access should enable the District Representative to connect directly to the database using industry-standard database management tools such as Microsoft SQL Server Management Studio (SSMS) or PostgreSQL clients (e.g., pgAdmin). The direct access will allow for the scripting and execution of queries to meet the District's data needs.

This arrangement will replace the current products offered by the company, ensuring streamlined data access and analysis without the need for intermediary software or platforms.

Additionally, the provider shall:

Comply with the JCPS Data Privacy Agreement requirements.

Perform periodic reviews to ensure quality control in the area of assigned diagnoses related to the ICD-10-CM manual.

Evaluate, prepare and mail or electronically transmit claims for reimbursement.

Collaborate with the District to monitor forms/documents required for the successful implementation of the Third Party Administrator (TPA) service.

Provide training sessions for Central Office relating to the documentation and billing processes on an as needed basis. Provide training sessions to all providers regarding any new forms/documents required by the successful bidder.

Provide a toll free telephone number to be accessed by the District to the TPA.

Provide documentation of a \$1 million dollar surety/fidelity bond.

Prepare any and all related reports required by the Board or any governmental agency.

Represent the Board at any meeting with Federal or State organizations requesting an audit of this program.

THE BOARD AGREES TO:

Provide the necessary data to administer the program.

Make payment to the contractor on the schedule as agreed to by both parties.

## CERTIFICATE OF INSURANCE REQUIREMENT

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The Individual/Vendor/Organization shall furnish a certificate of insurance in accordance with the requirements set forth below. Complete policy number and inception/expiration dates must be included. The Individual/Vendor/Organization agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Jefferson County Public School. **The certificate of insurance shall name Jefferson County Public Schools as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

**Board of Education of Jefferson County**  
**Attn: Insurance/Real Estate Dept.**  
**3332 Newburg Road**  
**Louisville, Kentucky 40218**

### INSURANCE REQUIREMENTS:

The insurance required shall be written for no less than the following limits or greater if required by law:

**1. Workers Compensation:**

- |   |               |
|---|---------------|
| a. State                                    | Statutory     |
| b. Applicable Federal (e.g. Longshoreman's) | Statutory     |
| c. Employer's Liability                     | \$ 100,000.00 |

**2. Comprehensive or Commercial General Liability** (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):

- |  |                |
|--|----------------|
| a. General Aggregate (Except Products-Completed Operations)  | \$2,000,000.00 |
| b. Products-Completed Operations Aggregate   | \$2,000,000.00 |
| c. Personal/Advertising Injury (Per Person/Organization)   | \$1,000,000.00 |
| d. Each Occurrence (Bodily Injury and Property Damage)   | \$1,000,000.00 |
| e. Limit per Person Medical Expense  | \$ 5,000.00    |
| f. Exclusions of Property in Contractor's Care, Custody or Control will be eliminated.                       |                |
| g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage. |                |

**3. General/Commercial Liability:** JCPS must be listed as additional insured

- |  |                |
|--|----------------|
| a. General Aggregate                                   | \$2,000,000.00 |
| b. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |

**4. Automobile Liability: (Commercial Vehicles)**

- |  |                 |
|--|-----------------|
| a. Bodily Injury                                   | \$ 20,000.00    |
| b. Property Damage (Combined single limit)         | \$ 1,000,000.00 |
| c. Commercial bus vehicles (Combined single limit) | \$10,000,000.00 |

**5. Professional Liability/Errors & Omissions** (for architectural or construction management services)

- |                     |                |
|---------------------|----------------|
| a. Per occurrence   | \$1,000,000.00 |
| b. Annual aggregate | \$2,000,000.00 |

**6. Cyber:** \$5,000,000.00

If the individual/vendor/organization has no PII for the students or staff the cyber insurance is not required.

Questions? Please call 485-3313 or email [jill.sanford@jefferson.kyschools.us](mailto:jill.sanford@jefferson.kyschools.us)

## **DIGITAL RESOURCE REVIEW REQUIREMENT**

If your solution has any digital component OR collects data protected by FERPA (Family Educational Rights and Privacy Act) as part of the service or product implementation, the Board of Education may require a Data Privacy Agreement (DPA) prior to use.

To help determine whether a DPA is needed, the Individual/Vendor/Organization shall complete the vendor application as discussed below. Failure to submit an eligible product for review through the JCPS Digital Resource Review process prior to the proposal return date **MAY** subject a bid to rejection. If in doubt as to whether the vendor application is needed, it is best to submit an application if eligibility is questioned.

Information provided through the vendor application will be used to determine if a data privacy agreement is needed before a collaboration begins. The form should be filled out with information for:

- ANY system that may collect data to tie accounts to individuals, such as any system or portal that requires a login for staff or students (even if that information is only an email address) as well as for
- ANY system that collects educational records.

If a DPA is required, cyber liability insurance and a minimum standard of cybersecurity protection is expected. To demonstrate cybersecurity measures, any company entering an agreement with JCPS will need a SOC II or ISO 27001 certification and be willing to provide that as part of the Digital Resource Review process. If neither documentation is available, a passing score on the JCPS Cybersecurity Risk Evaluation must be obtained (and is included in the Vendor Application).

To begin the Vendor Application, send an email to [digitalreviews@jefferson.kyschools.us](mailto:digitalreviews@jefferson.kyschools.us). Include the RFP # in the subject line and/or body of the email.

**P R O P O S A L F O R M**

**THIRD PARTY MEDICAID ADMINISTRATIVE  
AND RECOVERY SERVICES**

TO: Wyattte Wynn  
Director of Purchasing  
Jefferson County Public Schools  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, KY 40209-1104

Attached to this **PROPOSAL FORM**, offeror is to outline his proposal including (but not limited to) the information requested on the following pages.

**NO COSTS ARE TO BE INCLUDED ON THE PROPOSAL FORMS. THE COSTS ARE TO BE LISTED ON THE COST SCHEDULE FORMS.**

THIS PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
\*(Signature of Proposer)

\_\_\_\_\_  
(Name of Proposer - Print Legibly)

\_\_\_\_\_  
(Email Address of Proposer)

\_\_\_\_\_  
(Address of Proposer)

Date\_\_\_\_\_Telephone\_\_\_\_\_

Area Code\_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

**NOTE:**

\* If this form is not signed proposal **SHALL** be rejected.

**RESPONSES**

Provide an introductory letter giving a brief description of scope, limitations and exceptions (operational and equipment), and the extent of what is to be proposed.

**Please attach your responses, properly labeled.**

1. Give a description of your company including a brief summary of the personnel and qualifications of your company to indicate its ability to perform under the terms of the contract.
2. Provide the name, office address, city, state, zip and telephone number of the account representative/executive who will service this account.
3. Does your company provide a toll free number if not located in Jefferson County? Yes \_\_\_ No \_\_\_  
Toll Free Number \_\_\_\_\_
4. How much experience do you have in Direct Service Billing of State Medicaid programs, including school based Medicaid Programs, Federal, state and local regulations including IDEA, KAR? Please elaborate.
5. Have you ever billed Kentucky Medicaid Direct Service Billing? If yes, how many years? Yes \_\_\_ No \_\_\_
6. Are you currently providing this type of service to any organization as large as JCPS? If so, please list companies/organizations and their sizes.
7. Explain the process or cycles involved in billing Medicaid.
  - a. Including the process for the resubmission and denied claims.
  - b. Demonstrate the method by which there is a system for the continuous monitoring of Medicaid eligibility in collaboration with the Cabinet of Human Resources – Medicaid.
  - c. Demonstrate methods to safeguard against the need for repeated submissions of claims and/or a preponderance of denied claims.
8. What is your historical turn-around time for submission of claims? Provide data demonstrating your timelines for the submission of claims.
9. Is your system capable of ingesting data from Kentucky's student information system? Please explain.
10. Explain how your organization will provide professional development to over 2,500 staff and providers.
11. Explain the systems and supports your provide for any federal, state and local audits.
12. Explain how Medicaid claims are submitted via electronic or paper methods. Provide a general overview, in sequential outline or flow chart format, of the methods required to successfully administer this process.
13. Explain your experience working with multiple district vendors for importing and exporting data from their systems.
14. Explain the process for resolving the need for system modifications and working through system errors and district requests (include a timeline).
15. Describe other wrap around services that you can provide.
16. Attach proof documenting that you can supply a \$1 million dollar surety/fidelity bond.

**VENDOR CHECKLIST**

Please ensure that you have submitted each of the following documents with your response.

**SUBMIT IN ADVANCE:**

\_\_\_\_\_ Pre-Proposal Questions (Page 5)

**SUBMIT AS PROPOSAL VIA EMAIL *(do not include any pricing information)***

- \_\_\_\_\_ Certificate of Insurance Requirement (Page 27)
- \_\_\_\_\_ Digital Resource Review Requirement (Page 28)
- \_\_\_\_\_ Proposal Form (Page 29)
- \_\_\_\_\_ Responses (Page 30)
- \_\_\_\_\_ Completed Vendor Checklist (Page 31)
- \_\_\_\_\_ Resident Vendor Affidavit – if applicable (Page 32)
- \_\_\_\_\_ Required Vendor Information (Page 33)
- \_\_\_\_\_ Certification Regarding Lobbying (Page 34)
- \_\_\_\_\_ Vendor Representative Form (Page 35)
- \_\_\_\_\_ Verification of Business Status Form (Page 36)
- \_\_\_\_\_ Bidder must submit a current W-9 form with response

**SUBMIT AS QUOTATION VIA EMAIL:**

- \_\_\_\_\_ Cost Schedule Cover Form (Page 37)
- \_\_\_\_\_ Cost Schedule Form with Pricing (Page 38)

**OR**

C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209      Phone: (502)485-3543

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- Jefferson County Public Schools reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

My commission expires:

REQUIRED VENDOR INFORMATION

**It is important that you supply the following information and submit this form with your response.**

Purchasing/Bid Department  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209  
Phone: (502)485-3543

- 1. The Jefferson County Board of Education needs confirmation from your company of compliance and/or intent to comply with the Federal, State, Local and Board regulations for Non-Discrimination on any and all contracts awarded by the Board of Education. We need to know if your company is a minority owned business.  
  
(a) Is your company complying with Federal regulation relating to Non-Discrimination? **Yes**\_\_\_ **No**\_\_\_  
  
(b) Is your company a minority owned business? **Yes**\_\_\_ **No**\_\_\_  
  
2. Provide your company's complete **PURCHASE ORDER MAILING ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. \_\_\_\_\_  
  
\_\_\_\_\_

Provide your company's complete **PURCHASE ORDER EMAILING ADDRESS**.

\_\_\_\_\_

- 3. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. \_\_\_\_\_  
  
\_\_\_\_\_
- 4. Provide a completed current W-9 Form with your response.

**NOTES:**

**By submitting a response vendor confirms they have read, understand, and agree to all terms and conditions of this Request for Proposal.**

**Failure to provide all required information may subject your proposal to rejection.**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE: (PRINT)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

### **\*\*\*NOTICE TO ALL OFFERORS\*\*\***

THIS FORM MUST BE COMPLETED, SIGNED BY AN AUTHORIZED  
REPRESENTATIVE AND RETURNED TO JCPS.

VENDOR REPRESENTATIVE FORM

**Failure to submit the Vendor Representative Form with your response MAY subject your proposal to rejection.**

Purchasing/Bid Department  
C. B. Young, Jr. Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209

Phone: (502)485-3543

VENDOR/COMPANY NAME: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

LOCAL REPRESENTATIVE (CONTACT PERSON) INFORMATION:

NAME:

ADDRESS:

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL:

**IN THE EVENT OF BID AWARD, CONTRACT TO BE MAILED TO:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**VERIFICATION OF BUSINESS STATUS FORM**

The Jefferson County Public Schools is requesting your company supply the following information:

Is your company Minority-Owned (MBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company Woman-Owned (WBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company owned and operated by a person(s) with a disability (HBE)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

\*To be recognized as an MBE or WBE a Contractor must be at least 51% owned, operated, and controlled by one or more minorities or females who are either U.S. citizens or lawful permanent residents.

\*\*To be recognized as a SDVOB or HBE a Contractor must be at least 51% owned, operated, and controlled by one or more individuals with a disability or service disabled veterans who are either U.S. citizens or lawful permanent residents.

**ATTENTION: This completed form must be submitted with your RFP.**

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

*Revised 2/28/2019*

**C O S T   S C H E D U L E   C O V E R   F O R M**  
**FOR**  
**THIRD PARTY MEDICAID ADMINISTRATIVE**  
**AND RECOVERY SERVICES**

TO: Wyatt Wynn  
Director of Purchasing  
Jefferson County Public Schools  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209-1104

These Cost Schedule Forms shall be used in submitting a quote for the services listed herein. Copies will be furnished upon request by the authority issuing the Contract Documents.

THE **COST SCHEDULE FORMS** ARE TO BE SUBMITTED VIA EMAIL AS QUOTATION.

THIS PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
\*(Signature of Proposer)

\_\_\_\_\_  
(Name of Proposer - Print Legibly)

\_\_\_\_\_

(Address of Proposer)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Area Code \_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

NOTE:

The Offeror hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

(If none has been issued and received, insert the word, "none.")

\* If this form is not signed bid **SHALL** be rejected.

**C O S T   S C H E D U L E   F O R M**

Notes: The RFP shall be awarded to the best evaluated offeror submitting a proposal meeting all specifications and conditions as outlined in this request for proposal.

**Failure to provide all required information may subject your RFP to rejection.**

**RFPs must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.**

**No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.**

**This form is to be used to submit pricing information. It must be in a separate email from the rest of the submission. Cost is reviewed in the second phase of the evaluation process.**

JCPS commodity code: 4600649 – 1026153

Vendor Name: \_\_\_\_\_

The Proposer agrees to furnish all services and materials required in this proposal to the Jefferson County School System for the percentage of discount listed below:

PROVIDE FEE SCHEDULE BASED ON PERCENTAGE OF REIMBURSEMENT

PROVIDE A FLAT PERCENTAGE BASED ON REIMBURSEMENTS GENERATED \_\_\_\_\_ %  
JCPS RESERVES THE RIGHTS TO NEGOTIATE THE PERCENTAGE

List any additional charges for system modifications, modules, system add-ons, and additional reporting/services.