

Announcement of Selected Vendor

Third Party Liability

Request for Proposal (RFP) Number 2019-TPL-01

Alabama Medicaid Agency

On August 14, 2019, the Alabama Medicaid Agency issued an Intent to Award Notice to HMS for the Third Party Liability RFP (RFP Number 2019-TPL-01).

The final award of this contract is subject to review by the Legislative Oversight Committee and signature by the Governor.



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2019-TPL-01		RFP Title: Medicaid Third Party Liability Services	
RFP Due Date and Time: July 2, 2019 by 5pm Central Time		Number of Pages: 62	
PROCUREMENT INFORMATION			
Project Director: Shari Rudd		Issue Date: May 31, 2019	
E-mail Address: TPLRFP@medicaid.alabama.gov		Issuing Division: Third Party Division	
Website: http://www.medicaid.alabama.gov			
INSTRUCTIONS TO CONTRACTORS			
Return Proposal to: Shari Rudd, Associate Director Third Party Division Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624		Mark Face of Envelope/Package: RFP Number: 2019-TPL-01 RFP Due Date: July 2, 2019 by 5pm CT Firm and Fixed Price:	
CONTRACTOR INFORMATION <i>(Contractor must complete the following and return with RFP response)</i>			
Contractor Name/Address:		Authorized Contractor Signatory: (Please print name and sign in ink)	
Contractor Phone Number:		Contractor FAX Number:	
Contractor Federal I.D. Number:		Contractor E-mail Address:	

Section A. RFP Checklist

1. ____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. ____ **Note the project director's name, address, and this RFP's e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
4. ____ **Use the forms provided,** i.e., cover page, disclosure statement, etc.
5. ____ **Check the State's website for RFP addenda.** It is the Contractor's responsibility to check the State's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Contractors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.
8. ____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected Contractor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

This checklist is provided for assistance only and should not be submitted with Contractor's Response.

Section B. Schedule of Events

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Except for the deadlines associated with the Contractor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates and will be impacted by the number of proposals received. The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at www.medicaid.alabama.gov.

EVENT	DATE
RFP Issued	May 31, 2019
Deadline for Contractor Questions by 5 pm CT	June 14, 2019
Final Posting of Questions and Answers	June 25, 2019
Proposals Due by 5 pm CT	July 2, 2019
Evaluation Period	July 5-July 19, 2019
Contract Award Notification	July 29, 2019
**Contract Review Committee	December 6, 2019
Official Contract Award/Begin Work	** January 1, 2020

* *By State law, this contract must be reviewed by the Legislative Contract Review Oversight Committee. The Committee meets monthly and can, at its discretion, hold a contract for up to forty-five (45) days. The "Begin Work" date above may be impacted by the timing of the contract submission to the Committee for review and/or by action of the Committee itself.

Table of Contents

Section A. RFP Checklist 2

Section B. Schedule of Events 3

I. General Medicaid Information 6

II. Background..... 7

III. General Contractor Requirements 7

IV. Scope of Work 10

V. Program Requirements..... 16

VI. Performance Guarantees 23

VII. Pricing..... 32

VIII. Submission Requirements 32

A. Authority32

B. Single Point of Contact32

C. RFP Documentation32

D. Questions Regarding the RFP32

E. Acceptance of Standard Terms and Conditions.....32

F. Adherence to Specifications and Requirements33

G. Order of Precedence.....33

H. Contractor’s Signature33

I. Offer in Effect for 180 Days33

J. State Not Responsible for Preparation Costs33

K. State’s Rights Reserved.....33

L. Price33

M. Submission of Proposals34

N. Copies Required.....34

O. Late Proposals.....34

P. Proposal Format.....34

S. Proposal Withdrawal34

T. Proposal Amendment34

U. Proposal Errors.....34

V. Proposal Clarifications.....35

W. Disclosure of Proposal Contents35

IX. Evaluation and Selection Process 35

A. Initial Classification of Proposals as Responsive or Non-responsive .35

B. Determination of Responsibility35

C. Opportunity for Additional Information36

D. Evaluation Committee36

E. Scoring36

<i>F. Determination of Successful Proposal</i>	36
X. General Terms and Conditions	36
<i>A. General</i>	36
<i>B. Compliance with State and Federal Regulations</i>	37
<i>C. Term of Contract</i>	37
<i>D. Contract Amendments</i>	37
<i>E. Confidentiality</i>	37
<i>F. Security and Release of Information</i>	38
<i>G. Federal Nondisclosure Requirements</i>	38
<i>H. Contract a Public Record</i>	38
<i>I. Termination for Bankruptcy</i>	38
<i>J. Termination for Default</i>	38
<i>K. Termination for Unavailability of Funds</i>	39
<i>L. Proration of Funds</i>	39
<i>M. Termination for Convenience</i>	39
<i>N. Force Majeure</i>	39
<i>O. Nondiscriminatory Compliance</i>	39
<i>R. Small and Minority Business Enterprise Utilization</i>	39
<i>S. Worker’s Compensation</i>	40
<i>T. Employment of State Staff</i>	40
<i>U. Immigration Compliance</i>	40
<i>V. Share of Contract</i>	40
<i>W. Waivers</i>	40
<i>X. Warranties Against Broker’s Fees</i>	40
<i>Y. Novation</i>	41
<i>Z. Employment Basis</i>	41
<i>AA. Disputes and Litigation</i>	41
<i>BB. Records Retention and Storage</i>	41
<i>CC. Inspection of Records</i>	41
<i>DD. Use of Federal Cost Principles</i>	42
<i>EE. Payment</i>	42
<i>FF. Notice to Parties</i>	42
<i>GG. Disclosure Statement</i>	42
<i>HH. Debarment</i>	42
<i>II. Not to Constitute a Debt of the State</i>	42
<i>JJ. Qualification to do Business in Alabama</i>	42
<i>KK. Choice of Law</i>	42
<i>LL. AMMIS Interface Standards</i>	43
Appendix A: Proposal Compliance Checklist	44
Appendix B: Contract and Attachments	46
Appendix C Cost Proposal	61

I. General Medicaid Information

The Alabama Medicaid Agency is responsible for the administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. Through teamwork, Medicaid strives to enhance and operate a cost efficient system of payment for health care services rendered to low income individuals through a partnership with health care providers and other health care insurers both public and private.

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven (11) district offices throughout the State and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. The Alabama Medicaid Agency serves approximately 1,000,000 Alabama citizens each year through a variety of programs.

Services covered by Medicaid include, but are not limited to, the following:

- Physician Services
- Inpatient and Outpatient Hospital Services
- Rural Health Clinic Services
- Laboratory and X-ray Services
- Nursing Home Services
- Early and Periodic Screening, Diagnosis and Treatment
- Dental for children ages zero (0) to twenty (20)
- Home Health Care Services and Durable Medical Equipment
- Family Planning Services
- Nurse-Midwife Services
- Federally Qualified Health Center Services
- Hospice Services
- Prescription Drugs
- Optometric Services
- Transportation Services
- Hearing Aids
- Intermediate Care Facilities for Individuals with Intellectual Disabilities
- Prosthetic Devices
- Outpatient Surgical Services
- Renal Dialysis Services
- Home and Community Based Waiver Services
- Prenatal Clinic Services
- Mental Health Services

Additional program information can be found at www.medicaid.alabama.gov.

II. Background

Medicaid, as a payer of last resort per 42 CFR§ 433.138, seeks to fulfill the federal Medicaid requirement for identifying, cost avoiding, and/or recovery from third party payers. Medicaid is jointly funded by the State and Federal governments. Service delivery is accomplished through a variety of relationships and agreements with public and private medical providers and State agencies. Providers are reimbursed for their services by Medicaid through a Fiscal Agent who administers Alabama's Medicaid Management Information System (MMIS).

Medicaid is requesting proposals from contractors with the experience and technical expertise for providing third party services necessary to: identify and verify third party insurance leads for cost saving and recovery purposes, investigate cases with liable third party resources, initiate actions to recover benefits, recover monies for medical care for which another party is responsible, and provide reports of all work performed as defined in the scope of work section.

This document outlines the qualifications which must be met in order for an entity to serve as Third Party Contractor. It is imperative that potential Contractors describe, **in detail**, how they intend to approach the Scope of Work specified in Section IV of the RFP. The ability to perform these services must be carefully documented, even if the Contractor has been or is currently participating in a Medicaid Program. Proposals will be evaluated based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with all supporting documentation necessary.

The Contractor must demonstrate in the proposal a thorough working knowledge of program policy requirements as described, herein, including but not limited to the applicable Operational Manuals, State Plan for Medical Assistance, Administrative Code and Code of Federal Regulations (CFR) requirements.

Entities that are currently excluded under federal and/or state laws from participation in Medicare/Medicaid or any State's health care programs are prohibited from submitting bids.

III. General Contractor Requirements

The Contractor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the firm and fixed price quoted in the Contractor's proposal to this RFP. All proposals must state a firm and fixed price for the services described.

All information contained in this RFP and any amendments reflect the best and most accurate information available to Medicaid at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the Contractor or a basis for legal recovery of damages, actual, consequential or punitive, except to the extent that such inaccuracies are the result of intentional misrepresentation by Medicaid.

General Services Required:

- The Contractor must develop procedures, implement and operate functions to identify and verify liable third parties as defined by state and federal law including but not limited to performing sophisticated data matching.
- The Contractor must pursue recovery of Medicaid funds from liable third parties including but not limited to casualty and estate recovery and some commercial and Medicare billings/recoupments. The Contractor will perform any additional recovery

projects or other initiatives whether or not considered Third Party Liability (TPL) activities, as mutually agreed upon and assigned by the Alabama Medicaid Agency. Additionally, Medicaid reserves the right to terminate the work of the Contractor, on any specific projects, based on the needs of Medicaid. See Section V., D.

Staffing Required:

Medicaid requires a contractor who will provide a Project Team comprised of staff exclusively dedicated to the Alabama TPL Program. Required Project Team must, at a minimum, include a named Project Director, Team Leader, and an adequate number of Project Team Members to fulfill Medicaid's requirements for each TPL scope of work. A job description of responsibilities must be provided for all proposed members of the Project Team for this contract. Contractor's response must indicate the time commitment for all proposed staff.

A. Project Director

The named Project Director must be exclusively dedicated to this contract, throughout the duration of the contract unless a death or an unforeseeable circumstance occurs. The proposed Project Director and any replacement of the same must have Medicaid's prior approval before beginning work on this contract.

1. Contractor must submit a resume for the Project Director that details his/her work experience that he/she possesses the knowledge/skills/ability to plan, conduct, and supervise work to be completed under this contract and as identified below.
2. The Project Director must be capable of meeting the following qualifications and requirements
 - a. have a minimum of three (3) years experience managing a project the scope and size of this RFP;
 - b. have a thorough knowledge of TPL and Medicaid requirements as they relate to recoupment and third party resources;
 - c. have the authority to make decisions and be totally responsible for all operations throughout the life of this Contract;
 - d. provide executive direction for the accomplishment of work under the RFP and the Contract;
 - e. have authority for staffing and operations decisions, with Medicaid's approval;
 - f. possess the knowledge, skills and ability to apply new management practices and innovative methods and procedures for managing all aspects of this project;
 - g. conduct periodic telephonic and face-to-face meetings with Medicaid's TPL Director or the director's designee as requested by Medicaid. Provide regular status reports to Medicaid's TPL Director;
 - h. supervise the Team Leader(s) whose role is to ensure that day-to-day operations are followed and productivity is maintained; and
 - i. escalate critical issues to Medicaid's TPL Director or the director's designee for resolution within one (1) business day from notification of issue.

B. Team Leader

1. Contractor must provide an adequate number of Team Leaders, with a minimum of one (1), to ensure that each scope of work is functioning at its optimum level in day-to-day operations.
2. Contractor's Team Leader(s) must have a background in health care administration, nursing, medical information, or legal administration and must possess a minimum of two (2) years of supervisory experience in overpayment investigation/detection or a related field that demonstrates expertise in reviewing, analyzing, and developing information and making appropriate decisions.
3. The Team Leader(s) must work in the local office and will be responsible for day-to-day operations including the productivity of Project Team Members as follows:
 - a. plan, schedule, track, and control the project on a day-to-day basis in coordination with the Project Director;
 - b. report any issues that are causing delays and/or problems with the projects;
 - c. resolve issues reported by Medicaid's Program Staff within the time frame agreed upon by Medicaid and Contractor;
 - d. escalate critical issues to the Project Director for resolution within one (1) business day from notification of issue.

C. Project Team Members

1. Contractor's additional staff must have a background in health care administration, nursing, medical information, or legal administration and must possess a minimum of two (2) years of professional experience in overpayment investigation/detection or a related field that demonstrates expertise in reviewing, analyzing, and developing information and making appropriate decisions.
2. Contractor must provide the following in regards to its proposed staffing personnel:
 - a. organizational chart that shows the proposed number of staffing for each scope of work and level of authority and the time commitments of each staff (full-time/part-time);
 - b. description of responsibilities for all proposed staff, including the names and title, working with this contract. Any updates/changes/replacements will be made with the approval of Medicaid.

Contractor is required to maintain an employee training manual for all positions that will be dedicated to this project. A job description for each employee position must be included in the manual. The Contractor is required to provide to Medicaid a copy of all Operation and Procedure Manual(s) and Employee Training Manual(s) utilized for the Alabama TPL project and inform Medicaid when revisions are made to any manuals. In addition, written notification must be provided to Medicaid prior to any changes to the Project Team by Contractor. In the event of termination, reassignment or both, notification to Medicaid must be made within 24-clock hours of the action to be, or already taken.

All information contained in this RFP and amendments reflect the best and most accurate information available to Medicaid at the time of RFP preparation. No inaccuracies in such data

shall constitute a basis for change of the payments to the Contractor or a basis for legal recovery of damages, actual, consequential or punitive except to the extent that such inaccuracies are the result of intentional misrepresentation by Medicaid.

IV. Scope of Work

GENERAL OVERVIEW

This RFP includes a variety of both automated and manual Third Party Liability activities. Contractors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP. All proposals must be consistent with current Alabama Medicaid policies and limitations for covered services, provider types, state plan benefits, and federal and state law. All activities should augment current Medicaid processes and must not duplicate Alabama Medicaid's work effort. The components and services **required** for this proposal are described in IV.,A. through IV.,J. The scope of work the State is requesting is as follows:

A. Identification of Health Insurance Coverage

Contractor must describe its work plan and capabilities for performing specific functions to enhance the State's efforts with identifying new and verifying liable commercial insurance coverage and loading updated TPL information into the Medicaid Management Information System (MMIS) and any other State partner for cost avoidance, including but not limited to:

1. Routine and scheduled data matching with top commercial insurance carriers, including pharmacy benefit managers (PBMs).
2. Federally required and non-routine matches to identify new commercial insurance coverage, including but not limited to:
 - a. Workman's Compensation to identify recipients obtaining benefits for which Medicaid needs to cost-avoid the payment of medical claims;
 - b. An annual data match with the Military's Defense Enrollment Eligibility and Reporting System (DEERS) to identify recipient's with Tricare or Champus and their dates of coverage;
 - c. Follow-up on insurance leads from Medicaid's State Wage match with the Alabama Department of Labor. Identify working recipients or caretakers of recipients who have or could have access to employer-based insurance.
3. Insurance leads resulting from the processing of medical records requests as described in Section IV., C., 2.
4. Utilizing a daily extract file from Medicaid's MMIS and performing daily data matching on new Medicaid eligibles with top commercial insurance carriers.
5. Provide add files (daily, monthly, and quarterly) of new insurance coverage to Medicaid's MMIS Fiscal Agent for loading onto Medicaid's commercial insurance policy file.

6. Quarterly update file, with coverage start and end dates, to ensure that all policy information, utilized in the processing of claims, is available for cost-avoidance in Medicaid's MMIS system. Medicaid's staff to perform termination updates manually. Verification of coverage known to the MMIS system is not required under this scope of work.

B. Medical Support Enforcement

Contractor must describe its work plan and capability for performing specific functions to support the medical support enforcement efforts between Alabama Medicaid and the Alabama Department of Human Resources (DHR), the State's Child Support Enforcement Agency.

Minimum services needed:

1. Identify (via data matches, surveys to employers, etc.) insurance coverage or access to coverage with absent parents of Medicaid recipients who have been court ordered to provide medical coverage. This function will require the sharing of data and coordination with DHR to identify cases where medical support is ordered.
2. Provide new coverage add files to Medicaid's MMIS Fiscal Agent for loading onto Medicaid's policy file.
3. Identify unfulfilled medical support orders to refer to DHR.
4. Provide a monthly and an annual data file to DHR of all Medicaid eligible children. Monthly data will include Medicaid eligibility and household data, insurance information, and aggregate Medicaid paid claims data.
5. Participate in any meetings with Medicaid and DHR in order to identify additional opportunities for further medical support enhancements.

C. Casualty Recovery

Contractor must describe its work plan and capabilities for performing specific functions, within a local office (reference Section V.,A.,2.), in order to identify, track and pursue subrogation recovery of Medicaid funds from casualty and litigation related cases (including cases involved in mass tort/global settlements), including but not limited to:

1. Federally required matches to identify new casualty cases:
 - a. Alabama Department of Public Safety traffic accident reports.
 - b. Workman's Compensation leads, received by Medicaid from the Alabama Department of Labor, to identify recipients obtaining benefits for which Medicaid may have subrogation rights will be forwarded to Contractor for follow-up.
2. Process medical record requests within five (5) business days of receipt from providers, attorneys, insurance companies, and recipients in order to identify potential casualty cases. Alabama has an administrative rule that requires providers to notify Alabama Medicaid when releasing medical or claims records outside of permitted

- circumstances. (See Administrative Code Rule No. 560-X-20-.05). Contractor will be required to send a response back to the initiator of these requests within five (5) days. Medical record requests are a major source for new casualty recovery leads.
3. Perform diagnosis and trauma code editing and follow-up activities on such claims, that adhere to the Alabama State Plan, Attachment 4.22-B, threshold of \$150, in order to identify legally liable third parties that need to be tracked for recovery so that the State will meet 42 CFR 433.138 requirements.
 4. Contractor's local office will set up casualty cases when appropriate and track to completion.
 5. Local office staff will take action to identify Medicaid claims that will be assigned to the case and determine the initial value amount owed to Medicaid within Medicaid's guidelines and 30-day turnaround requirements.
 6. If an attorney or insurance company requests information regarding an established case, including updates to the subrogation amount, local office staff will provide a formal response to the requestor, with the requested information, within five (5) business days.
 7. The local office will be responsible for monitoring active cases and will re-evaluate/update every 90 days until a settlement is reached. Respond to all inquiries within one (1) business day. Medicaid will keep record of all valid complaints regarding a lack of compliance.
 8. File claims with attorneys or insurance companies and facilitate settlement negotiations, when appropriate, and in accordance with Medicaid procedures.
 9. In order for Medicaid to meet all deadlines for legal proceedings (eg. hearings, court dates, etc.), Contractor must be able to date stamp each legal document (eg. subpoena, order to appear, notice of electronic filing, etc.) and forward said document to Medicaid within three (3) business days of receipt.
 10. Provide State staff with access to Contractor's case tracking system that will identify the stage of progression for each casualty recovery case being worked by Contractor. Agency staff must have electronic access to any/all documents associated with each casualty recovery case. They must have the ability to add case notes to the case tracking system as well.
 11. Provide weekly automated updates to the MMIS Fiscal Agent on casualty cases that are performed by Contractor. Updates to the MMIS shall be provided in a separate file extract in a format approved by the State. Error reports generated by this process must be monitored and necessary corrections made within five (5) business days of the date of the reports.
 12. Provide to Medicaid a monthly report containing subrogation case inventory, aging, case values, payments collected, and outstanding balances.

D. Estate Recovery

Contractor must describe its work plan and capability for performing specific functions, within a local office (reference Section V.,A.,2.), in order to pursue recovery from the estates of deceased Medicaid recipients and/or their spouses who are age 55 and over, institutional recipients (regardless of age), and from trusts established for Medicaid recipients. Assets for these individuals must be identified and monitored for possible estate recovery.

Specific services needed, but not limited to, are:

1. Identify deceased recipients who have assets and meet the age requirement.
2. Cross match with vital statistics data systems using social security numbers of Medicaid recipients in order to notify Medicaid of death of recipient in a timely manner.
3. Cross match recipient's social security number to determine if an estate has been or will be opened in the probate court system.
4. Perform asset verification matches for determining reported and unreported assets of recipients.
5. Determine if an estate claim needs to be filed.
6. In cases where assets are identified and the family does not open an estate, determine if it is cost-effective for Medicaid to open an estate.
7. Take action to determine the amount owed to Medicaid by editing for appropriate claim types and by excluding duplicate claims.
8. File a claim when appropriate and approved by Medicaid.
9. Provide State staff with access to the Contractor's case tracking system that will identify the stage of progression for each estate recovery case being worked by Contractor and will allow Medicaid to add notes to the tracking system.
10. Provide weekly automated updates to the MMIS Fiscal Agent on estate recovery cases that are performed by Contractor once the case has been fully processed. Contractor must submit updates to the MMIS in a separate file extract using a format approved by the State. Error Reports generated by this process must be monitored and necessary corrections made within five (5) business days of the date of the reports.
11. Contractor must follow-up on any cases that are not uploaded to the MMIS system, working error reports provided by the Fiscal Agent.
12. Contractor must respond to legal notices when served and process Medicaid's estate claims in a timely manner. Contractor must meet all estate recovery deadlines by: Opening probate, ensuring that Letters of Administration are granted marking the beginning of the six-month time limit, and submitting Notice to Creditors within that six-month time limit. If the Notice occurs after the six-month time limit, Contractor will have (30) days to follow-up.

Other Services As Requested:

1. Assist Medicaid in developing policies and procedures for estate recovery when necessary.
2. Medicaid is pursuing the passage of State legislation requiring all estates opened in probate to obtain a letter from Medicaid indicating Medicaid's intent to file a claim against the estate. In the event Medicaid chooses to utilize Contractor to pursue Medicaid's claims against applicable cases, the Contractor must describe its work plan and capabilities for performing specific functions in order to determine how notices of probate will be processed, including staffing and resource requirements.

E. Special Need Trusts (SNTs)

In the event Medicaid chooses to utilize the Contractor to support Special Needs Trust (SNT) efforts, the Contractor must describe its work plan and capability for performing specific functions in order to identify 42 USC 1396P (d)(4)(a) Special Need Trusts and 42 USC 1396P (d)(4)(c) Pooled Trusts (with exception of Alabama Family Trusts) and perform an annual financial accounting of trust expenditures.

Minimum services needed are:

1. Maintain a database of identified SNTs that belong to Alabama Medicaid recipients and provide State staff with access to the Contractor's database. The Contractor must also submit SNT case file data and updates to the MMIS TPL subsystem on a weekly basis. Error Reports generated by this process must be monitored and necessary corrections made within five (5) business days of the date of the reports.
2. Review trust documents to verify compliance with requirements of Federal and State law and Medicaid policies and provide Medicaid with a final copy.
3. Coordinate with Medicaid on any issues identified with a SNT.
4. Conduct outreach with elder law attorneys, banks, casualty attorneys and other entities who assist with a settlement and/or are involved in the setting up of a trust.
5. Correspond with recipient sponsors and other individuals associated with a SNT.
6. Annually monitor SNT expenditures to ensure that distributions are made in accordance with the rules set forth in the Social Security Administration's Program Operations Manual System (POMS), and official Medicaid Agency policy regarding distributions from Special Need Trusts.
7. Answer questions regarding appropriate SNT expenditures and disbursements.
8. Provide an attorney, with expertise in this scope of work, to give legal guidance on an as-needed basis.

F. Credit Balance Audits

Contractor must describe its work plan and capability to perform specific functions for identifying and recovering overpayments (credits owed to Medicaid) from providers via on-site audits and desk reviews. Credit balance reviews will only be conducted on providers that have been approved by Alabama Medicaid.

G. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System

Contractor will perform supplemental billing, augmenting current Medicaid MMIS processes. Contractor must describe its work plan and capability for performing recovery billings, rebillings, and recoupments of identified Medicaid paid claims that are covered by a liable third party. The work plan should include Contractor's ability to submit claims to insurance carriers as approved by Medicaid, post payments to an accounts receivable (AR) system, and process explanation of benefit codes from various insurance carriers. The Contractor must provide State staff with access to Contractor's AR system, as well as, provide Medicaid with monthly AR reports of billings, payments and outstanding balances. The Contractor will be required to submit monthly AR posting files to Medicaid's Fiscal Agent to ensure that the MMIS captures and reports collections obtained by Contractor. The work plan must include Contractor's ability to coordinate with the MMIS Contractor so that duplication of effort does not occur.

H. TPL Follow-Up Unit For Carrier Engagement

Contractor must describe its work plan and capability for performing follow-up to denied or under processed claims with third party insurance. The work plan should include Contractor's ability to challenge the denial or lack of payment when it appears that claims should have been paid by the insurance carrier. Contractor will report to Medicaid statistical data regarding commercial billing recoveries and will analyze explanation of benefits data to identify any trends in which carriers are denying claims, or delaying the payment of claims, submitted by the State solely for procedural reasons (eg. on the basis of the date of submission of the claim, the type or format of the claim form, or a failure to present proper documentation at the point-of-sale that is the basis of the claim).

I. Health Insurance Premium Payments (HIPP)

Contractor must describe its work plan and capability for performing specific functions required in the administration of a HIPP program. The purpose of HIPP is to identify Medicaid recipients who have access to other health insurance in which it would be cost-effective for Medicaid to pay the insurance premiums instead of paying medical claims as the primary payer. Contractor's work plan should include Contractor's methodology for marketing and determining HIPP eligibility and cost-effectiveness. The plan should also describe Contractor's turnaround schedules and financial system processes for the payment of monthly premiums.

J. Long Term Care (LTC) Financial Audits

Contractor must describe its work plan and capability for performing financial audits that will identify and recover Medicaid payments made incorrectly to LTC facilities. Contractor's work plan should describe Contractor's audit processes including: identification of the providers to be audited; audit criteria and a description of each incorrect payment type; provider correspondence; procedures for identifying and reporting incorrect payments to the provider and Medicaid; method of recovery and refund of incorrect payments; and a description of reports, including

format and data, that will be provided to Medicaid. The State reserves the right to determine which facilities will be audited by the Contractor on an annual basis.

K. Recommend Enhancements to Alabama's Third Party Functions

Medicaid would like the Contractor to provide details of other services that they are able to provide that could enhance Medicaid's third party functions (and that are not already referenced as a need in this RFP). The Contractor must describe its capabilities for identifying areas that could be improved, describe its work plan and provide a price for each enhancement proposed.

V. Program Requirements

A. Contractor Responsibilities After Award

1. Secure any necessary approvals and clearances required to conduct the tasks required by this RFP. These may include Data Match Agreements with insurance carriers, CMS Waivers for timely filings, State Insurance Commission Approvals, etc.
2. The Contractor must maintain a local office within 15 miles from the Alabama Medicaid Agency, which is located at 501 Dexter Avenue, Montgomery, AL during the term of this contract. The Project Director, Team Leader(s), and Project Team Members must work from the local office and be 100% designated to Alabama Medicaid projects, with the exception of staff working exclusively on data match processes and/or insurance carrier recoveries. The local office must also be used as its published physical address. A post office box may be utilized for receiving correspondence pursuant to this Contract. Medicaid's access to all documentation maintained in hard copy by Contractor must be available at Contractor's local office. Contractor must establish a local office and provide the address to Medicaid no later than thirty (30) calendar days from the effective date of the awarded contract.
3. Provide a system for effective communication with a variety of entities including but not limited to: employers, providers, recipients, personal representatives, attorneys, and insurance carriers. This communication must include toll-free numbers, routed to Project Team Members in the local office, to provide timely responses for medical record requests, inquiries/requests related to casualty cases, requests associated with estate recovery, and HIPP. The toll-free lines must be operable and staffed on State business days from 8:00 a.m. - 5:00 p.m. CST and must include enough lines to meet the demand for the services to be provided.
4. The Contractor's Project Director and Team Leader(s) must be available and prepared to meet with Medicaid staff and other individuals as considered necessary for the discussion of the RFP and contract requirements. The Project Director and Team Leader(s) must also be prepared to answer pertinent inquiries regarding the program, its implementation, and operation. Meetings between the representatives of the Contractor and Medicaid shall be on an as-needed basis throughout the implementation phase and on (at least) a monthly basis, or as otherwise required by Medicaid during the operations phase.

5. Ensure that all data reports and files prepared by the Contractor are accurate and complete and contain the appropriate fields used to accurately update the MMIS system. Any errors must be corrected by the Contractor at no cost to Medicaid.
6. Submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that a provider does not challenge or that have completed the administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor).
7. Establish and maintain an accounting system in accordance with generally accepted accounting procedures. The Contractor must provide State staff with access to the Contractor's AR system, as well as, provide to Medicaid monthly AR reports of billings, payments, and outstanding balances. The Contractor's accounting system must warrant that individual accounts receivable postings, to claim detail reports, will be within 98% accuracy. Any errors must be corrected by the Contractor at no cost to Medicaid.
8. The Contractor will be required to assist in the eventuality of an audit by any Federal or State authority.
9. The Contractor shall pay all of the expenses incurred in the performance of its duties under this contract.
10. In order to avoid delays in the identification and/or recovery processes, the Contractor shall be responsible for accommodating any changes in the file format/extracts as provided by the State and/or MMIS Fiscal Agent.

B. Deliverables and Reporting

1. First reports are due thirty (30) days after contract start date, and within sixty (60) days full interfacing, operational and functioning programs are expected.
2. Prepare reports as necessary for use as requested by Medicaid. Such reports shall include: proposed recovery amounts, overall savings, impact and other pertinent information and would include any ad hoc reports as requested by Medicaid in relation to the TPL recovery program, estate recovery program, casualty recovery program and all other recovery projects performed by the Contractor.
3. Warrant that general reports produced are consistently accurate. Any errors reported by the Fiscal Agent must be corrected by the Contractor at no cost to Medicaid.
4. Provide reports to Medicaid regarding receipt of monies which permits required posting of accounts. Reports shall contain all pertinent information to allow Medicaid to update the MMIS with accurate billing and payment information. Medicaid and Contractor will determine the time-frames necessary for reporting based on the scope of work.
5. Specific reports required (but not limited to) by the Contractor for the TPL services listed in Sections IV.,A. through IV.,J. include:
 - a. Contractor must maintain daily logs of received medical record requests;
 - b. Monthly Data Match Progress Reports. Narrative reports by Carrier specifying benchmarks, problems, and proposed solutions;

- c. Monthly Report of cost avoided claims and savings for Pharmacy and Medical which can be separated out by type if necessary;
- d. Detailed Report of Actual Recoveries, including date of check receipt, client name, Medicaid ID number, carrier, and date check was sent to Medicaid. This information should balance to the checks delivered to Medicaid. If any unidentified payments remain as of a given date, they shall be included on the report. This report is due to Medicaid with the submission of the monthly posting files and invoices;
- e. Annual Report of Collections. This report must include the total amount billed and recovered, percentage of recovery, and number of claims involved. These totals should not be duplicative;
- f. Monthly Accounts Receivable Summaries must be available to Medicaid upon request. Report by carrier, detailed claims billed, detailed claims and dollars paid, detailed claims and dollars outstanding, percentage of claims paid for initial and re-billings, with appropriate totals;
- g. Newly Identified Resources by Carrier. Verified data match results by carrier indicating number of recipients with newly identified coverage by type of coverage, due within thirty (30) days of match completion. A summary of the data, including totals by carrier, must be provided with the report;
- h. Newly Identified Resources by Source of Match. Verified data match results from the Federally required matches referenced under Section IV.,A.: Workman's Compensation, traffic accident reports match, and the State Wage Match must be provided when matches are available to Medicaid. Reports should indicate the number of recipients with newly identified coverage due within thirty (30) days of match completion;
- i. Comprehensive Recovery Report by Carrier. This will be a detailed report produced after all significant recoveries have been effected which will specify recoveries billed and paid, claims by procedure code, diagnosis, and place of service. The TPL Follow-Up Unit for Carrier Engagement will analyze this data to identify any carriers that are denying claims for procedural reasons;
- j. Monthly Report of Recoveries. This report must include the total amount billed and recovered, and the number of unduplicated claims;
- k. Monthly health insurance status report that includes the number of newly identified and verified health insurance segments;
- l. Monthly Report of Medical Support Enforcements that includes the number of newly identified and verified health insurance segments and the number of referrals made to DHR for enforcement of an existing court order;
- m. Reports required for the coordination of medical support enforcement enhancements between Medicaid and DHR;
- n. Monthly report of casualty recovery cases identified through diagnosis and trauma code editing as required in 42 CFR 433.138;
- o. Monthly casualty status report that includes the subrogation case inventory, cases added and closed, aging, case values, payments collected, and outstanding balances;
- p. Monthly estate recovery status report of identified new cases, closed cases, and amount of recoveries received;
- q. Monthly credit balance audit status report identifying providers for audit and the identified claims for recovery;
- r. The Contractor must have the ability to provide Quarterly and Year-to-Date Reports of above reports by calendar year and by fiscal year when requested;

- s. Ad Hoc reports for Alabama Legislative Sessions and Budget Sessions and other required meetings;
- t. Semi-monthly HIPP funding files to Medicaid for the processing of HIPP payments and a monthly file to Medicaid's Fiscal Agent to update the TPL information on the MMIS with HIPP identifiers.
- u. Monthly status report of active and terminated HIPP cases that includes HIPP expenditures for the month and monthly cost savings.

C. Information Technology and Systems Requirements

The Contractor shall assure seamless coordination between other systems including, but not limited to the State's fiscal agent, ERISA health plans, Third Party Administrators (TPAs), Pharmacy Benefit Managers, and Decision Support System. The Contractor must meet deadlines for system changes and/or upgrades by the State and/or MMIS Fiscal Agent or face penalties as defined in Section VI. Performance Guarantees.

The Contractor must have the capacity (hardware, software and personnel) sufficient to fully manage and report on the project described in this RFP. The Contractor's information system must ensure system linkage throughout all Contractor departments and include a scalable database repository that supports large data sets and exponential growth in total database size over the life of the contract. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor shall provide to Medicaid their carrier-specific electronic data match formats used to identify other coverage for Alabama Medicaid recipients. These file formats may be used by Medicaid in future data matches.

Medicaid will coordinate with the Contractor concerning which of the State's data files will be shared and the frequency with which they will be made available to perform data matches and recover against previously unidentified Third Party Resources. The State has the first right to pursue.

D. Requirements of Proposals

1. General Overview

General proposal requirements are addressed in Section V.,A. through C. and in Appendix A of this RFP. Contractor proposals for the services described in Sections IV.,B. through IV.,J shall consist of two parts: a technical proposal and a cost proposal. The specific contents for these proposals are addressed in Sections V.,D.,2. and D.,3.

Contents of a proposal for additional services should include a clear description of the services being offered by Contractor and must address all costs associated with providing each additional service: implementation costs, fixed fees, contingency fees, and/or transaction fees. Any additional services selected by Medicaid will be paid in accordance with the proposal specifications. The pricing for any additional services should be submitted as a separate cost proposal attachment.

2. Contents of Technical Proposal

At a minimum, Contractor's Technical Proposal must contain the items listed below. Those items must be arranged in the order below.

- a. A description of the Contractor's understanding of the statement of work.
- b. A comprehensive description of the methodology that Contractor will utilize to meet the scope of work. This description must include the following:
 - 1) Provide the process and methodology for identifying and reporting the existence of third party coverage;
 - 2) Provide the process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third party resources are available;
 - 3) Provide the process and methodology for identifying provider payments received from Medicaid where third party payments were also paid on the same claim;
 - 4) Provide a comprehensive description of other proposed systems and/or cost saving and recovery projects including both automated and administrative functions;
 - 5) A detailed methodology for both transition and continued operation to be used if the State assigns to Contractor the responsibility of the casualty recovery program, aspects of the estate recovery program, and any other third party resource maximization programs;
 - 6) The Contractor's deadlines for contract deliverables.
- c. Experience and qualifications of Contractor, subcontractor(s) and staff. The technical proposal must contain the following:

Entities submitting proposals and all subcontractors must:

- 1) Evidence that the Contractor and subcontractor possesses the Contractor Qualifications specified in this RFP.
- 2) A description of Contractor's organization, including:
 - a) Date established;
 - b) Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting Contractor's organization in relation to any parent, subsidiary or related organization;
 - c) Number of employees and resources;
 - d) Organizational chart of Contractor's company to include number of personnel or FTE engaged in TPL activities;
 - e) The names and resumes of key personnel in regards to this contract, the functions to be performed by each key personnel, and whether those key personnel are Contractor's employees or independent contractors;
 - f) A description of all subcontractors the Contractor intends to use on this Contract, if any.
 - g) Contractor must specify if any subcontractors will be performing work off shore.
 - h) A list of all similar projects on which Contractor is presently working;
 - i) A list of all similar projects Contractor has completed within the last three (3) years;

- j) A list of all Medicaid agencies or other entities for which Contractor currently performs similar work;
 - k) Evidence that the Contractor is financially stable and that it has the necessary infrastructure to complete this Contract as described in Contractor's Proposal. Contractor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years, including balance sheets, and profit and loss statements, any related notes, and an Auditor's Report.
- 3) Contractor's acknowledgment that the State will not reimburse the Contractor until: (1) Medicaid's contract administrator has approved the Contractor's invoice; and (2) Medicaid has received and approved all deliverables due during the month covered by the invoice.
 - 4) The details of any pertinent judgment, criminal conviction, investigation or litigation pending against Contractor or any of its officers, directors, employees, agents, or subcontractors of which Contractor has knowledge, or a statement that there are none. Medicaid reserves the right to reject a proposal solely on the basis of this information.
 - 5) All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not be limited to, Code of Alabama 1975, 10A-1-7.01 et seq., and shall have filed and possess a valid "Application for Registration" issued by the Secretary of State at the time of responding to this RFP. To obtain forms for the application, contact the Secretary of State, (334) 242-5324, www.sos.state.al.us.
 - 6) List three current references along with the operational dates of the project and include the name of the customer, address and phone number of the project manager, agency or organization, who may be contacted as a reference. Performance references should also include contract type, size, and duration of services rendered. **You may not use any Alabama Medicaid Agency personnel as a reference.** Contractor must be sure that the references selected are willing and able to participate in the process.
 - 7) Document the resources and capability for completing the work necessary to implement the Contractor's TPL program. The Contractor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the January 1, 2020, deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.
 - 8) The State reserves the right to use any information or additional references deemed necessary to establish the ability of Contractor to perform the conditions of the contract.

- **Do not enter any cost information in the Technical Proposal.**

E. Contents of Cost Proposal

Part of this contract is a contingency fee contract with payments based on actual cost savings and recoveries. Fees for new insurance adds will be based upon a fee schedule that contains separate pricing for an active policy, inactive policy, or policy update. Distinct pricing for new adds will also be based on the type of coverage: major medical, pharmacy, dental, Medicare supplement, and long term care. Fees for actual recoveries, related to casualty, estate recovery, credit balance audits, and insurance will be based on a percentage fee as submitted by Contractor in Appendix

C. Fees for the following scopes of work: HIPP, LTC audits, and SNT annual accounting, will be based on set fees proposed by Contractor in Appendix C.

Contractor's Cost Proposal must be submitted in the format shown in RFP Appendix C. Appendix C must be signed by an individual authorized to bind Contractor. Any cost proposal submitted in any other format may be rejected on that ground alone.

- **Do not enter any technical information in the Cost Proposal.**

VI. Performance Guarantees

PERFORMANCE MEASUREMENT	STANDARD	GUARANTEES AND PENALTIES
<p><u>Casualty</u> 1. Contractor must establish a recovery case file and update case activities on the MMIS TPL subsystem. System generated Error Reports must be reviewed and appropriate corrections made.</p>	<p>Pursuant to RFP Section IV.,C.,11., [Contractor must] “Provide weekly automated updates to the MMIS Fiscal Agent on casualty cases that are performed by the contractor. Updates to the MMIS shall be provided in a separate file extract in a format approved by the State. Error Reports generated by this process must be monitored and necessary corrections made <u>within five (5) business days</u> of the date of the reports.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>
<p><u>Casualty</u> 2. Contractor must maintain a customer service unit, within the local office, that will adequately and timely respond to medical record requests, casualty case inquiries, telephone calls and correspondence.</p>	<p>Pursuant to RFP Section IV.,C., 2., [Contractor must] “Process medical record requests <u>within five (5) business days</u> of receipt from attorneys, insurance companies, and recipients in order to identify potential casualty cases.” A timely response for phone calls and inquiries is <u>within one (1) business day</u>.</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>

<p><u>Casualty</u> 3. Contractor must establish and process a Medicaid subrogation case within thirty (30) days of first notice that a claim exists.</p>	<p>Pursuant to RFP Section IV.,C.,5., [Contractor must] “Take action to identify Medicaid claims that will be assigned to the case and determine the initial value amount owed to Medicaid within Medicaid’s guidelines and <u>(30) day turnaround</u> requirements.” Compliance requires that a minimum of <u>98%</u> of the caseload, confirmed by monthly reporting, meets this standard.</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Casualty</u> 4. Contractor must monitor active casualty cases and re-evaluate/update <u>every ninety (90) days</u> until a settlement is reached.</p>	<p>Pursuant to RFP Section IV.,C.,7., [Contractor is responsible for] “Monitoring active cases and will re-evaluate/update <u>every (90) days</u> until a settlement is reached.” The local office will respond to all inquiries <u>within one (1) business day.</u></p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Casualty</u> 5. In order for Medicaid to meet all deadlines for legal proceedings (eg. hearings, court dates, etc.), the Contractor must date stamp each legal document (eg. subpoena, order to appear, notice of</p>	<p>Pursuant to RFP Section IV.,C.,9., [Contractor must] “date stamp each legal document (eg. subpoena, order to appear, notice of electronic filing, etc.) and forward said document to Medicaid within <u>(3) business days</u> of receipt.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as,</p>

<p>electronic filing, etc.) and forward said document to Medicaid within <u>three (3) business days</u> of receipt.</p>		<p>the implementation of controls to prevent future occurrences. If after thirty (30) days the corrective action has not been implemented, Medicaid will impose a \$1,000.00 penalty per future case occurrence.</p>
<p><u>Estate Recovery</u> 6. Contractor must establish recovery case file and update case activities on the MMIS TPL subsystem. All case activities must be updated when applicable. Contractor must ensure that system updates do not change or affect existing cases entered by Medicaid.</p>	<p>Pursuant to RFP Section IV.,D.,10., [Contractor must] “provide weekly automated updates to the MMIS fiscal agent on estate recovery cases that are performed by Contractor once the case has been fully processed. Contractor must submit updates to the MMIS in a separate file extract using a format approved by the State. Error Reports generated by this process must be monitored and necessary corrections made <u>within (5) business days</u> of the date of the reports.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>
<p><u>Estate Recovery</u> 7. Contractor must maintain a local customer service unit that will adequately and timely respond to estate recovery inquiries, telephone calls and correspondence.</p>	<p>Pursuant to RFP Section V., A.,3., “communication must include toll-free numbers to provide timely responses for medical record requests, inquiries/requests related to casualty cases, and requests associated with estate recovery.” A timely response for phone calls and inquiries is <u>within one (1) business day</u>; for correspondence <u>within five (5) business days</u>.</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>

<p><u>Estate Recovery</u> 8. Contractor must meet all estate recovery deadlines.</p>	<p>Pursuant to RFP Section IV.,D.,12., [Contractor must] “respond to legal notices when served and process Medicaid’s estate claims in a timely manner. Contractor must meet all estate recovery deadlines by: Opening probate, ensuring that Letters of Administration are granted marking the beginning of the 6-month time limit, and submitting Notice to Creditors within that 6-month time limit. If the Notice occurs after the 6-month time limit, Contractor will have 30 days to follow-up.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. If after thirty (30) days the corrective action has not been implemented, Medicaid will impose a \$1,000.00 penalty per future case occurrence.</p>
<p><u>Medicaid Qualifying Trusts: Special Needs and Pooled Trusts (Excluding Alabama Family Trusts)</u> 9. Contractor must establish a recovery case file and update case activities on the MMIS TPL subsystem. All case activities must be updated when applicable. Contractor must ensure that system updates do not change or affect existing cases entered by Medicaid.</p>	<p>Pursuant to RFP Section IV., E.,1., Special Need Trusts (SNTs), “Contractor must also submit SNT case file data and updates to the MMIS TPL subsystem on a <u>weekly basis</u>. Error Reports generated by this process must be <u>monitored</u> and necessary corrections made <u>within five (5) business days</u> of the date of the reports.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>
<p><u>Financial –Posting</u> 10. Contractor must have and maintain an Accounts Receivable (AR) system to maintain and report recovery activities. In addition, Contractor must provide to Medicaid’s fiscal agent a monthly posting</p>	<p>Pursuant to RFP Section IV.,G., “The Contractor will be required to submit monthly AR posting files to Medicaid’s fiscal agent to ensure that the MMIS captures and reports collections obtained by the Contractor.” The Contractor’s accounting system must warrant that individual accounts receivable postings, to</p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with</p>

<p>file of collections obtained by the Contractor.</p>	<p>claim detail reports, will be within 98% accuracy. Any errors must be corrected by the Contractor at no cost to Medicaid. <u>Monthly posting files are due no later than the 15th of the following month.</u></p>	<p>this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Financial –Invoicing</u> 11. Contractor must submit accurate, error-free monthly invoices. Contractor will be required to correct any errors that occur with invoices prior to Medicaid making any payment.</p>	<p>Pursuant to RFP Section V., A., 6., [Contractor will] “submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that a provider does not challenge or that have completed the administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor).”</p> <p>All invoices for work performed by the Contractor within a fiscal year must be submitted to Medicaid before the year – end cut-off date. The State will provide adequate, advanced notice of each fiscal year cut-off date.</p>	<p>Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Financial –Reporting</u> 12. Contractor must submit Third Party Liability and Coordination of Benefits reports that include, but are not limited to, Contractor’s activity in relation to the operations and administration of the Third Party Liability functions. Contractor must provide separate monthly aging balance reports for insurance and casualty recoveries.</p>	<p>Pursuant to RFP Section V., B., 5., Contractor must submit Third Party Liability and Coordination of Benefits reports that include, but are not limited to, Contractor’s activity in relation to the operations and administration of the Third Party Liability functions.</p> <p>Contractor must provide separate monthly aging balance reports for insurance and casualty recoveries. Reports are <u>due no</u></p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard</p>

	<u>later than the 15th of the month following the end of the quarter.</u>	by the end of the fiscal year may result in Contractor not receiving payment.
<p><u>Commercial Insurance Adds</u> 13. Contractor must submit a daily insurance add file when a data match is identified from a new Medicaid recipient daily file. A monthly insurance add file must be submitted to Medicaid’s Fiscal Agent for loading onto the MMIS TPL database. A quarterly add/update file is associated with recovery activity. Any recovery by the Contractor, based on commercial insurance, must be added to the MMIS TPL database.</p>	<p>Pursuant to RFP Section IV.,A.,5., Contractor must provide add files (daily, monthly, and quarterly) of new insurance coverage to Medicaid’s MMIS Fiscal Agent for loading onto Medicaid’s commercial insurance policy file.</p> <p>Contractor must submit daily add files when coverage is identified. Monthly add files must be submitted to the MMIS Fiscal Agent <u>no later than the 10th of each month.</u> Quarterly adds/updates associated with recovery activity must be added to the MMIS <u>within five (5) business days</u> of being pursued for recovery.</p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Recovery Billings</u> 14. Contractor must perform supplemental billing in coordination with the MMIS Contractor so that duplication of effort does not occur.</p>	<p>Pursuant to RFP Section IV.,G [Contractor must] “perform supplemental billing, augmenting current Medicaid MMIS processes.” Contractor must be able to perform recovery billings, rebillings, and recoupments of identified Medicaid paid claims that are covered by a liable third party. Contractor must submit claims to insurance carriers as approved by Medicaid, post payments to an accounts receivable (AR) system, and process explanation of benefit codes from various insurance carriers. Contractor must provide Medicaid with access to Contractor’s AR system and provide</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard, demonstrated by a significant reduction in collection activity, is subject to a \$5,000.00 per month penalty for each month a billing file is not processed for recovery.</p>

	<p>monthly AR reports of billings, payments and outstanding balances. Contractor will be required to <u>submit monthly AR posting files</u> to Medicaid’s Fiscal Agent to ensure that the MMIS captures and reports collections obtained by Contractor. Contractor must be able to coordinate with the MMIS Contractor so that duplication of effort does not occur.</p>	
<p><u>Health Insurance Premium Payments (HIPP)</u> 15. Contractor must process HIPP referrals with staff working in the local office. HIPP referrals and approvals must be completed within time frames established by Medicaid.</p>	<p>Contractor must process HIPP referrals and process a determination <u>within thirty (30) calendar days</u> from date the referral is received. Determinations for COBRA coverage must be made within the required COBRA enrollment period.</p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Health Insurance Premium Payments (HIPP)</u> 16. Contractor must provide a semi-monthly HIPP funding file to Medicaid for review by the TPL Unit for accuracy and completeness for the payment of health care premiums.</p>	<p>Pursuant to RFP Section V.,B., 5.,t. [Contractor must provide] “Semi-monthly HIPP funding files to Medicaid for the processing of HIPP payments.” Semi-monthly HIPP funding files must be submitted to Medicaid <u>by noon on Thursday</u> in order for Medicaid to complete a financial payment voucher for the following Monday. Once Contractor receives funding from Medicaid,</p>	<p>Any deficiency identified by Medicaid with this standard will be brought to the Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in</p>

	Contractor must <u>process HIPP payments within two (2) days.</u>	compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.
<p><u>Health Insurance Premium Payments (HIPP)</u></p> <p>17. Contractor must maintain a HIPP case tracking file and provide Medicaid staff with access. In addition, Contractor must submit a monthly HIPP file to Medicaid’s fiscal agent to update the TPL database with HIPP identifiers.</p>	<p>Pursuant to RFP Section V.,B.,5.,u., [Contractor must provide] “a monthly file to Medicaid’s fiscal agent to update the TPL information on the MMIS with HIPP identifiers.”</p> <p>Contractor must submit a monthly HIPP file to the MMIS fiscal agent <u>no later than the 10th of each month.</u></p>	<p>Monthly management fees will be paid for those policies that have been added to the MMIS database. Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><u>Manuals</u></p> <p>18. Contractor must deliver copies of the Operations Procedures Manuals for all TPL programs and Employee Training Manuals to AMA for review, comment, and approval.</p>	<p>Contractor must deliver copies of the Operations Procedures Manuals for all TPL programs and Employee Training Manuals to AMA for review, comment, and approval <u>within (60) days</u> from the Effective Date of the Contract. Once corrections have been made, per AMA, Contractor must deliver corrected copies of the Operations and Procedures Manuals and Employee Training Manuals for all TPL programs to AMA. The final and corrected copies of the Operations and Procedures Manuals for all TPL programs and Employee Training</p>	<p>Failure to comply with this standard will result in suspension of payment of Contractor’s invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>

	<p>Manuals are to be delivered to AMA within thirty (30) days after AMA's comments, review, and approval period. The entire process must be completed <u>(90) days</u> from the Effective Date of the Contract.</p>	
<p><u>Office Location</u> 19. Contractor must maintain an office in Montgomery, AL during each term of this Contract. An office is defined as a physical address in an office park or commercial building or similar structure. A personal home office will not be sufficient to meet this requirement.</p>	<p>Contractor must maintain a Montgomery office that must be located within a 15 mile radius from AMA, which is located at 501 Dexter Ave, Montgomery, AL during the term of this Contract.</p> <p>Contractor must provide the address of the Montgomery office no later than <u>(30) calendar days</u> from the Effective Date of this Contract. All Project Team members must work from the Montgomery office, as well as, all of Contractor's support staff with the exception of staff working exclusively on data matching and insurance billing processes. The Montgomery office must also be used by Contractor as its published address for receiving correspondence pursuant to this Contract. AMA's access to all hard copies maintained by Contractor must also be available at the Montgomery office.</p>	<p>Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>

VII. Pricing

Contractor's pricing response to this RFP must utilize the RFP Cover Sheet and Appendix C Pricing Form to indicate the firm and fixed price to complete the scope of work specified in the contract.

VIII. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR part 75. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

In accordance with 45 CFR part 75, the State encourages free and open competition among Contractors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

From the date this RFP is issued until a Contractor is selected and the selection is announced by the Project Director, all communication must be directed to the Project Director in charge of this solicitation.

Contractors or their representatives must not communicate with any State staff or officials regarding this procurement with the exception of the Project Director. Any unauthorized contact may disqualify the Contractor from further consideration. Contact information for the single point of contact is as follows:

<i>Project Director:</i>	Shari Rudd
<i>Address:</i>	Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624
<i>E-Mail Address:</i>	<u>TPLRFP@medicaid.alabama.gov</u>

C. RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc, will be posted to Medicaid's website at www.medicaid.alabama.gov.

D. Questions Regarding the RFP

Contractors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from the State. Each question must be submitted to the Project Director via email. Questions and answers will be posted on the website as available.

E. Acceptance of Standard Terms and Conditions

Contractor must submit a statement stating that the Contractor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Contractor's proposal being deemed non-responsive.

F. Adherence to Specifications and Requirements

Contractor must submit a statement stating that the Contractor has an understanding of and will comply with the specifications and requirements described in this RFP.

G. Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Contractor's response, the language contained in the RFP will prevail. Should the State issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Contractor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Contractor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Contractor. The Contractor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

I. Offer in Effect for 180 Days

A proposal may not be modified, withdrawn or canceled by the Contractor for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Contractor so agrees in submitting the proposal.

J. State Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Contractor. The State is not liable for any expense incurred by the Contractor in the preparation and presentation of their proposal or any other costs incurred by the Contractor prior to execution of a contract.

K. State's Rights Reserved

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Contractor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Contractor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- Not award any contract.

L. Price

Contractors must respond to this RFP by utilizing the RFP Cover Sheet and Appendix C to indicate the firm and fixed price to complete the scope of work specified in the contract.

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2019-TPL-01. Proposals must be sent to the attention of the Project Director and received at Medicaid as specified in the Schedule of Events. It is the responsibility of the Contractor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

N. Copies Required

Contractors must submit one original Proposal with original signatures in ink, six additional hard copies in binder form, plus two electronic (Word format) copies of the Proposal on CD, jumpdrive or disc clearly labeled with the Contractor name. One electronic copy MUST be a complete version of the Contractor's response and the second electronic copy MUST have any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the proposal.

O. Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Contractor's sole risk to assure delivery at Medicaid by the designated deadline. Late proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

P. Proposal Format

Proposals must be prepared on standard 8 ½" x 11" paper and must be bound. All proposal pages must be numbered unless specified otherwise. All responses, as well as, any reference material presented, must be written in English.

Proposals must not include references to information located elsewhere, such as Internet websites. Information or materials presented by the Vendor outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, and will have no bearing on any award.

This RFP and its attachments are available on Medicaid's website. The Vendor acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should Medicaid issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal.

S. Proposal Withdrawal

The Vendor may withdraw a submitted proposal at any time before the deadline for submission. To withdraw a proposal, the Vendor must submit a written request, signed by a Vendor's representative authorized to sign the resulting contract, to the RFP Project Director. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the Deadline for Submitting Proposals.

T. Proposal Amendment

Medicaid will not accept any amendments, revisions, or alterations to proposals after the Deadline for Submitting Proposals unless such is formally requested, in writing, by Medicaid.

U. Proposal Errors

The Vendor is liable for all errors or omissions contained in their proposals. The Vendor will not be allowed to alter proposal documents after the Deadline for Submitting Proposals. If the Vendor needs to

change a previously submitted proposal, the Vendor must withdraw the entire proposal and may submit the corrected proposal before the Deadline for Submitting Proposals.

V. Proposal Clarifications

The Agency reserves the right to request clarifications with any or all Contractors if they are necessary to properly clarify compliance with the requirements of this RFP. The Agency will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the proposal. Clarifications will be limited to specific sections of the proposal identified by Medicaid. If clarifications are requested, the Contractor must put such clarifications in writing within the specified time frame.

W. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Contractor has been selected, and the Contract has been fully executed. The Contractor should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the proposal from disclosure if required by law. The Contractor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL". The Contractor must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Pricing Section may not be marked confidential. It is the sole responsibility of the Contractor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Contractor as confidential. If the Contractor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

IX. Evaluation and Selection Process

A. Initial Classification of Proposals as Responsive or Non-responsive

All proposals will initially be classified as either "responsive" or "non-responsive." Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

Proposals failing to demonstrate that the Contractor meets the mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

B. Determination of Responsibility

The Project Director will determine whether a Contractor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the Contractor's specialized expertise, ability to perform the work, experience and past performance. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If a Contractor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Contractor.

C. Opportunity for Additional Information

The State reserves the right to contact any contractor submitting a proposal for the purpose of clarifying issues in that Contractor’s proposal. Contractors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the State’s review of a Contractor’s proposal.

D. Evaluation Committee

An Evaluation Committee appointed by the Project Director will read the proposals, conduct corporate and personal reference checks, score the proposals, and make a written recommendation to the Commissioner of the Alabama Medicaid Agency. The State may change the size or composition of the committee during the review in response to exigent circumstances.

E. Scoring

The Evaluation Committee will score the proposals using the scoring system shown in the table below. The highest score that can be awarded to any proposal is 100 points.

Evaluation Factor	Highest Possible Score
Contractor Profile and Experience	25
Scope of Work	45
Price	30
Total	100

F. Determination of Successful Proposal

The Contractor whose proposal is determined to be in the best interest of the State will be recommended as the successful Contractor. The Project Director will forward this Contractor’s proposal through the supervisory chain to the Commissioner, with documentation to justify the Committee’s recommendation.

When the final approval is received, the State will notify the selected Contractor. If the State rejects all proposals, it will notify all Contractors. The State will post the award on Medicaid’s website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

X. General Terms and Conditions

A. General

This RFP and Contractor’s response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama.

The contract shall include the following:

1. Executed contract,
2. RFP, attachments, and any amendments thereto,
3. Contractor’s response to the RFP, and shall be construed in accordance with and in the order of the applicable provisions of:
 - Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations
 - The statutory and case law of the State of Alabama
 - The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended
 - The Medicaid Administrative Code
 - Medicaid’s written response to prospective Contractor questions

B. Compliance with State and Federal Regulations

Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. Medicaid retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

C. Term of Contract

The initial contract term shall be for two years effective January 1, 2020 through December 31, 2021. Alabama Medicaid shall have three, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Contractor will provide pricing for each year of the contract, including any extensions.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

D. Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

E. Confidentiality

Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR §160.101 – 164.534. Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

Contractor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the Plan in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

1. Establishing eligibility;
2. Determining the amount of medical assistance;
3. Providing services for recipients; and
4. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the Plan.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), the successful Contractor shall sign and comply with the terms of a Business Associate agreement with the Agency (Appendix B).

F. Security and Release of Information

Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

G. Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to contractors by 5 USC 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

H. Contract a Public Record

Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Contractor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of Contractor's refusal to comply with this provision shall constitute a material breach of contract.

I. Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of Medicaid, constitute default by Contractor effective the date of such filing. Contractor shall inform Medicaid in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. Medicaid may, at its option, declare default and notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

J. Termination for Default

Medicaid may, by written notice, terminate performance under the contract, in whole or in part, for failure of Contractor to perform any of the contract provisions. In the event Contractor defaults in the performance of any of Contractor's material duties and obligations, written notice shall be given to Contractor specifying default. Contractor shall have 10 calendar days, or such additional time as agreed to in writing by Medicaid, after the mailing of such notice to cure any default. In the event Contractor does not cure a default within 10 calendar days, or such additional time allowed by Medicaid, Medicaid may, at its option, notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

K. Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If Medicaid, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, Medicaid shall promptly notify Contractor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to Medicaid, State or Federal Government.

L. Proration of Funds

In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

M. Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

N. Force Majeure

Contractor shall be excused from performance hereunder for any period Contractor is prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.

O. Nondiscriminatory Compliance

Contractor shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

P. Conflict of Interest

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the contract and this amendment. The Contractor and Medicaid agree that each has no conflict of interest preventing the execution of this Contract amendment or the requirements of the original contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act, 41 U.S.C.A. 2101 through 2107.

Q. Open Trade

In compliance with Section 41-16-5 Code of Alabama (1975), the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

R. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

S. Worker's Compensation

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

T. Employment of State Staff

Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of Medicaid during the previous twelve (12) months, except retired employees or contractual consultants, without the written consent of Medicaid. Certain Medicaid employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., Code of Alabama 1975.

U. Immigration Compliance

Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Act 2012-491 and any amendments thereto) and certify its compliance by executing Attachment G. Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

V. Share of Contract

No official or employee of the State of Alabama shall be admitted to any share of the contract or to any benefit that may arise there from.

W. Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

X. Warranties Against Broker's Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage, or contingency fee

excepting bona fide employees. For breach of this warranty, Medicaid shall have the right to terminate the contract without liability.

Y. Novation

In the event of a change in the corporate or company ownership of Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract shall continue to exist between Medicaid and the original Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

Z. Employment Basis

It is expressly understood and agreed that Medicaid enters into this agreement with Contractor and any subcontractor as authorized under the provisions of this contract as an independent Contractor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

AA. Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Contractor and the RFP shall be controlled by the provisions of the RFP. Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Commissioner of Medicaid.

The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Contractor must proceed diligently with the performance of the contract in accordance with the disputed decision.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through private mediators.

Any litigation brought by Medicaid or Contractor regarding any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only.

BB. Records Retention and Storage

Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of three years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three- year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three year period, the records shall be retained until resolution.

CC. Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the

agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

DD. Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1, Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

EE. Payment

Contractor shall submit to Medicaid a detailed monthly invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Project Director. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation.

FF. Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the Project Director. Any notice to Contractor shall be sufficient when mailed to Contractor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

GG. Disclosure Statement

The successful Contractor shall be required to complete a financial disclosure statement with the executed contract.

HH. Debarment

Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

II. Not to Constitute a Debt of the State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

JJ. Qualification to do Business in Alabama

Should a foreign corporation (a business corporation incorporated under a law other than the law of this state) be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama and possess a valid "Application of Registration" issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a "Application for Registration", contact the Secretary of State at (334) 242-5324 or www.sos.state.al.us. The "Application for Registration" showing application has been made must be submitted with the proposal.

KK. Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of laws provisions. In the event any

provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

LL. AMMIS Interface Standards

Contractor hereby certifies that any exchange of MMIS data with the Agency's fiscal agent will be accomplished by following the AMMIS Interface Standards Document, which will be posted on the Medicaid website.

Appendix A: Proposal Compliance Checklist

NOTICE TO CONTRACTOR:

It is highly encouraged that the following checklist be used to verify completeness of Proposal content. It is not required to submit this checklist with your proposal.

Contractor Name

Project Director

Review Date

*Proposals for which **ALL** applicable items are marked by the Project Director are determined to be compliant for responsive proposals.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Contractor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Contractor submitted the specified copies of proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Contractor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Contractor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	8. The Proposal includes a corporate background.
<input type="checkbox"/>	9. The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new TPL program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. Contractor must submit a statement stating that the Contractor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Contractor's proposal being deemed non-responsive.

<input type="checkbox"/>	11. The response includes (if applicable) a Application of Registration or showing application has been made with the Secretary of State.
<input type="checkbox"/>	12. The response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.

Appendix B: Contract and Attachments

The following are the documents that must be signed **AFTER** contract award and prior to the meeting of the Legislative Contract Oversight Committee Meeting.

Sample Contract

Attachment A: Business Associate Addendum

Attachment B: Contract Review Report for Submission to Oversight Committee

Attachment C: Immigration Status

Attachment D: Disclosure Statement

Attachment E: Letter Regarding Reporting to Ethics Commission

Attachment F: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment G: Beason-Hammon Certificate of Compliance

CONTRACT

BETWEEN
THE ALABAMA MEDICAID AGENCY
AND

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and _____, Contractor, agree as follows:

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Request for Proposal (RFP Number _____, dated _____, strictly in accordance with the requirements thereof and Contractor's response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the RFP and the price provided on the RFP Cover Sheet response, in an amount not to exceed _____.

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is _____ to _____.

This contract specifically incorporates by reference the RFP, any attachments and amendments thereto, and Contractor's response.

CONTRACTOR

ALABAMA MEDICAID AGENCY
This contract has been reviewed for and is approved as to content.

Contractor's name here

Stephanie McGee Azar
Commissioner

Date signed

Date signed

Printed Name

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Tax ID: _____

APPROVED:

General Counsel

Governor, State of Alabama

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (this “Agreement”) is made effective the _____ day of _____, 20____, by and between the Alabama Medicaid Agency (“Covered Entity”), an agency of the State of Alabama, and _____ (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

1.1. Covered Entity and Business Associate are parties to a contract entitled _____

_____ (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).

1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1 General Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103

2.2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1** Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2** Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4** Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5** Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6** Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7** Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8** Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9** Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10** Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- 3.11** Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities as defined in the Security Rule.
- 3.12** Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and
- 3.12.1** Provide the Covered Entity the following information:
- 3.12.1(a) The number of recipient records involved in the breach.
 - 3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 - 3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 - 3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate’s toll-free number, email address, Web site, or postal address.
 - 3.12.1(g) A proposed media release developed by the Business Associate.
- 3.12.2** Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
- 3.12.3** Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
- 3.12.4** Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, “HIPAA Administrative Simplification: Enforcement Rule” for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.
- 3.12.5** Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3.** Disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 4.3.1** Disclosures are Required By Law; or
 - 4.3.2** Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4** Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

- 5.1** Any use or disclosure of PHI not provided for by this agreement
- 5.2** Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

- 6.1** Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- 6.2** Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 6.3** Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 6.4** Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5** Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 Term. The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

7.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

7.2.2 Immediately terminate this Agreement; or

7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

7.3.1 Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;

7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and

7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival

The obligations of business associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- 8.1 This Agreement amends and is part of the Contract.
- 8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- 8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- 8.5 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____
Printed Name: Clay Gaddis
Title: Privacy Officer
Date: _____

BUSINESS ASSOCIATE

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Contract Review Permanent Legislative Oversight Committee
Alabama State House -- Montgomery, Alabama 36130

CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor:

Contractor's Physical Street Address (No. P.O. Box) City State

Is Contractor a Sole Source? YES NO
Is Contractor organized as an Alabama Entity in Alabama? YES NO
Is Contractor a minority and/or woman-owned business? YES NO
If so, is Contractor certified as such by the State of Alabama? YES NO
Check all that apply: ALDOT ADECA OTHER (Name)
Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama? YES NO
IF LLC, GIVE NAMES OF MEMBERS:
Is Act 2001-955 Disclosure Form Included with this Contract? YES X NO
Does Contractor have current member of Legislature or family member of Legislator employed? YES NO
Was a Lobbyist/Consultant used to secure this contract OR affiliated with this Contractor? YES NO
IF YES, GIVE NAME:

Contract Number: (See Fiscal Policies & Procedures Manual, Page 5-8)

Contract/Amendment Amount: \$ (PUT AMOUNT YOU ARE ASKING FOR TODAY ONLY)

% State Funds: % Federal Funds: % Other Funds: **

**Please Specify Source of Other Funds (Fees, Grants, etc.)

Date Contract Effective: Date Contract Ends:

Type of Contract: NEW: RENEWAL: AMENDMENT:

If Renewal, was it originally Bid? YES NO

If AMENDMENT, Complete A through C:

- (A) ORIGINAL contract amount \$
(B) Amended total prior to this amendment \$
(C) Amended total after this amendment \$

Was Contract secured through Bid Process? YES NO Was lowest Bid accepted? YES NO

Was Contract secured through RFP Process? YES NO Date RFP was awarded:

Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx? YES NO

If NO, give a brief explanation as to why not:

Summary of Contract Services to be Provided:

Why Contract Necessary AND why this service cannot be performed by merit employee:

I certify that the above information is correct.

Signature of Agency Head Signature of Contractor

Printed Name of Agency Head Printed Name of Contractor

Agency Contact: Stephanie Lindsay Phone: (334) 242-5833
Revised: 8/2/17

Attachment C

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER
()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Medicaid Agency

ADDRESS
501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER
Montgomery, Alabama 36103-5624 (334) 242-5833

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE DEPARTMENT/AGENCY	ADDRESS	STATE

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



KAY IVEY
Governor

Alabama Medicaid Agency
501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624
www.medicaid.alabama.gov
e-mail:
almedicaid@medicaid.alabama.gov

Telecommunication for the Deaf: 1-800-253-0799

334-242-5000 1-800-362-1504



STEPHANIE MCGEE AZAR
Commissioner

MEMORANDUM

SUBJECT: Reporting to Ethics Commission by Persons Related to Agency Employees

Section 36-25-16(b) Code of Alabama (1975) provides that anyone who enters into a contract with a state agency for the sale of goods or services exceeding \$7500 shall report to the State Ethics Commission the names of any adult child, parent, spouse, brother or sister employed by the agency.

Please review your situation for applicability of this statute. The address of the Alabama Ethics Commission is:

100 North Union Street
RSA Union Bldg.
Montgomery, Alabama 36104

A copy of the statute is reproduced below for your information. If you have any questions, please feel free to contact the Agency Office of General Counsel, at 242-5741.

Section 36-25-16. Reports by persons who are related to public officials or public employees and who represent persons before regulatory body or contract with state.

- (a) When any citizen of the state or business with which he or she is associated represents for a fee any person before a regulatory body of the executive branch, he or she shall report to the commission the name of any adult child, parent, spouse, brother, or sister who is a public official or a public employee of that regulatory body of the executive branch.
- (b) When any citizen of the State or business with which the person is associated enters into a contract for the sale of goods or services to the State of Alabama or any of its agencies or any county or municipality and any of their respective agencies in amounts exceeding seven thousand five hundred dollars (\$7500) he or she shall report to the commission the names of any adult child, parent, spouse, brother, or sister who is a public official or public employee of the agency or department with whom the contract is made.
- (c) This section shall not apply to any contract for the sale of goods or services awarded through a process of public notice and competitive bidding.
- (d) Each regulatory body of the executive branch, or any agency of the State of Alabama shall be responsible for notifying citizens affected by this chapter of the requirements of this section. (Acts 1973, No. 1056, p. 1699, §15; Acts 1975, No. 130, §1; Acts 1995, No. 95-194, p. 269, §1.)

**Instructions for Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

(Derived from Appendix B to 45 CFR Part 76--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions)

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out therein.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Alabama Medicaid Agency (the Agency) may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this contract that it will include this certification clause without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Agency may pursue available remedies, including suspension and/or debarment.

Attachment G

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between**
_____ **(Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20_____.

WITNESS: _____

Print Name of Witness

Appendix C Cost Proposal

Note:

The Contractors must fill in Column B: Percentage/Rate.

There are two types of fees for the Cost Proposal:

1. Set Fees notated by dollar symbols (\$), and
2. Contingency Fees notated by percentage symbols (%).

RFP Name: Third Party Liability (TPL) Recoveries and Cost Avoidance

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via monthly data matching)	8,000	\$	\$
2	Major Medical - Active TPL Add (via daily data matching)	2,000	\$	\$
3	Major Medical - Inactive TPL Add	4,000	\$	\$
4	Major Medical – TPL Update	2,000	\$	\$
5	Pharmacy – Active TPL Add (via monthly data matching)	6,000	\$	\$
6	Pharmacy – Active TPL Add (via daily data matching)	2,000	\$	\$
7	Pharmacy – Inactive TPL Add	1,500	\$	\$
8	Pharmacy – TPL Update	1,000	\$	\$
9	Dental - Active TPL Add	4,000	\$	\$
10	Dental - Inactive TPL Add	500	\$	\$
12	Medicare Supplement - Active TPL Add	1,000	\$	\$
13	Medicare Supplement - Inactive TPL Add	200	\$	\$
14	Medicare Supplement – TPL Update	100	\$	\$
	Total Policy Adds/Updates			\$

15	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	\$15,000,000	%	\$
16	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	\$5,000,000	%	\$
17	Credit Balance Audits - Fee as a percentage of recoveries	\$1,500,000	%	\$
18	Estate Recoveries - Fee as a percentage of recoveries	\$1,000,000	%	\$
19	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	5,000	\$	\$
20	Long Term Care Financial Audits – Audit fee per facility	24	\$	\$
21	TPL Follow UP Unit - Fee as a percentage of recoveries	\$1,000,000		\$
22	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200	\$	\$
	Grand Total (Recoveries and Policy Adds/Updates)			\$
* Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.				

Contractor Signature

Title

Date Signed

19000000069	Document Phase Final	Document Description Medicaid Third Party Liability Services - 2019-TPL-01	Page 5 of 7
-------------	-------------------------	---	----------------

GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – *From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.}*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

1900000069	Document Phase Final	Document Description Medicaid Third Party Liability Services - 2019-TPL-01	Page 6 of 7
------------	-------------------------	---	----------------

the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., *Code of Alabama 1975*. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19000000069	Document Phase Final	Document Description Medicaid Third Party Liability Services - 2019-TPL-01	Page 7 of 7
-------------	--------------------------------	--	-----------------------

ATTENTION: Alabama Medicaid intends to post the Medicaid Third Party Liability Services - 2019-TPL-01 specifications document by the close of business on 5/31/2019, to the Alabama Medicaid website at:

http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx.

All questions concerning this RFP must be directed to:

tplrfp@medicaid.alabama.gov

Amendment I to RFP 2019-TPL-01

6/25/2019

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2019-TPL-01. THIS AMENDMENT MUST BE INCLUDED IN THE VENDOR'S RESPONSE AND MEET THE REQUIREMENTS AS DEFINED IN THE RFP.

THE VENDOR MUST SIGN AND RETURN THIS AMENDMENT WITH THEIR PROPOSAL.

I. RFP Coversheet, Page 1 change as follows:

Currently reads as:

RFP Number: 2019-TPL-01	RFP Title: Medicaid Third Party Liability Services
RFP Due Date and Time: July 2, 2019 by 5pm Central Time	Number of Pages: 62
PROCUREMENT INFORMATION	
Project Director: Shari Rudd	Issue Date: May 31, 2019
E-mail Address: TPLRFP@medicaid.alabama.gov Website: http://www.medicicaid.alabama.gov	Issuing Division: Third Party Division
INSTRUCTIONS TO CONTRACTORS	
Return Proposal to: Shari Rudd, Associate Director Third Party Division Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2019-TPL-01 RFP Due Date: July 2, 2019 by 5pm CT Firm and Fixed Price:
CONTRACTOR INFORMATION <i>(Contractor must complete the following and return with RFP response)</i>	
Contractor Name/Address:	Authorized Contractor Signatory: (Please print name and sign in ink)
Contractor Phone Number:	Contractor FAX Number:
Contractor Federal I.D. Number:	Contractor E-mail Address:

Revised as:

RFP Number: 2019-TPL-01	RFP Title: Medicaid Third Party Liability Services
RFP Due Date and Time: July 12, 2019 by 5pm Central Time	Number of Pages: 62
PROCUREMENT INFORMATION	
Project Director: Shari Rudd	Issue Date: May 31, 2019
E-mail Address: TPLRFP@medicaid.alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Third Party Division
INSTRUCTIONS TO CONTRACTORS	
Return Proposal to: Shari Rudd, Associate Director Third Party Division Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2019-TPL-01 RFP Due Date: July 12, 2019 by 5pm CT Firm and Fixed Price:
CONTRACTOR INFORMATION <i>(Contractor must complete the following and return with RFP response)</i>	
Contractor Name/Address:	Authorized Contractor Signatory: (Please print name and sign in ink)
Contractor Phone Number:	Contractor FAX Number:
Contractor Federal I.D. Number:	Contractor E-mail Address:

II. Section B Schedule of Events, Page 3 change as follows:

Currently reads as:

EVENT	DATE
RFP Issued	May 31, 2019
Deadline for Contractor Questions by 5 pm CT	June 14, 2019
Final Posting of Questions and Answers	June 25, 2019
Proposals Due by 5 pm CT	July 2, 2019
Evaluation Period	July 5-July 19, 2019
Contract Award Notification	July 29, 2019
**Contract Review Committee	December 6, 2019
Official Contract Award/Begin Work	** January 1, 2020

Revised as:

EVENT	DATE
RFP Issued	May 31, 2019
Deadline for Contractor Questions by 5 pm CT	June 14, 2019
Final Posting of Questions and Answers	June 28, 2019
Proposals Due by 5 pm CT	July 12, 2019
Evaluation Period	July 15 - July 31, 2019
Contract Award Notification	August 13, 2019
**Contract Review Committee	December 6, 2019
Official Contract Award/Begin Work	** January 1, 2020

I hereby acknowledge the receipt of Addendum I to RFP 2019-TPL -01.

Authorized Contractor Signature

Date-

Contractor Organization

Amendment II to RFP 2019-TPL-01

6/28/2019

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2019-TPL-01. THIS AMENDMENT MUST BE INCLUDED IN THE VENDOR'S RESPONSE AND MEET THE REQUIREMENTS AS DEFINED IN THE RFP.

THE CONTRACTOR MUST SIGN AND RETURN THIS AMENDMENT WITH THEIR PROPOSAL.

I. Section IV.D, Estate Recovery, Page 13 remove the following:

Contractor must describe its work plan and capability for performing specific functions, within a local office (reference Section V.,A.,2.), in order to pursue recovery from the estates of deceased Medicaid recipients and/or their spouses who are age 55 and over, institutional recipients (regardless of age), and from trusts established for Medicaid recipients. Assets for these individuals must be identified and monitored for possible estate recovery.

Specific services needed, but not limited to, are:

1. Identify deceased recipients who have assets and meet the age requirement.
2. Cross match with vital statistics data systems using social security numbers of Medicaid recipients in order to notify Medicaid of death of recipient in a timely manner.
3. Cross match recipient's social security number to determine if an estate has been or will be opened in the probate court system.
4. Perform asset verification matches for determining reported and unreported assets of recipients.
5. Determine if an estate claim needs to be filed.
6. In cases where assets are identified and the family does not open an estate, determine if it is cost-effective for Medicaid to open an estate.
7. Take action to determine the amount owed to Medicaid by editing for appropriate claim types and by excluding duplicate claims.
8. File a claim when appropriate and approved by Medicaid.
9. Provide State staff with access to the Contractor's case tracking system that will identify the stage of progression for each estate recovery case being worked by Contractor and will allow Medicaid to add notes to the tracking system.
10. Provide weekly automated updates to the MMIS Fiscal Agent on estate recovery cases that are performed by Contractor once the case has been fully processed. Contractor must submit updates to the MMIS in a separate file extract using a format approved by the State. Error Reports generated by this process must be monitored and necessary corrections made within five (5) business days of the date of the reports.

11. Contractor must follow-up on any cases that are not uploaded to the MMIS system, working error reports provided by the Fiscal Agent.
12. Contractor must respond to legal notices when served and process Medicaid's estate claims in a timely manner. Contractor must meet all estate recovery deadlines by: Opening probate, ensuring that Letters of Administration are granted marking the beginning of the six-month time limit, and submitting Notice to Creditors within that six-month time limit. If the Notice occurs after the six-month time limit, Contractor will have (30) days to follow-up.

Other Services As Requested:

1. Assist Medicaid in developing policies and procedures for estate recovery when necessary.
2. Medicaid is pursuing the passage of State legislation requiring all estates opened in probate to obtain a letter from Medicaid indicating Medicaid's intent to file a claim against the estate. In the event Medicaid chooses to utilize Contractor to pursue Medicaid's claims against applicable cases, the Contractor must describe its work plan and capabilities for performing specific functions in order to determine how notices of probate will be processed, including staffing and resource requirements.

II. Section IV.E, Special Need Trust (SNTs), Page 14 change as follows:

Currently reads as:

In the event Medicaid chooses to utilize the Contractor to support Special Needs Trust (SNT) efforts, the Contractor must describe its work plan and capability for performing specific functions in order to identify 42 USC 1396P (d)(4)(a) Special Need Trusts and 42 USC 1396P (d)(4)(c) Pooled Trusts (with exception of Alabama Family Trusts) and perform an annual financial accounting of trust expenditures.

Revised as:

In the event Medicaid chooses to utilize the Contractor to support Special Needs Trust (SNT) efforts, the Contractor must describe its work plan and capability for performing specific functions in order to identify 42 USC 1396P (d)(4)(a) Special Need Trusts and 42 USC 1396P (d)(4)(c) Pooled Trusts (with exception of Alabama Family Trusts) and perform an annual financial accounting of trust expenditures.

Contractor must have an attorney, licensed and in good standing with a state Bar. The attorney must have expertise in this scope of work, including 42 U.S.C. 1396p(d) trusts, to ensure Contractors compliance with federal and state trust laws, as well as Alabama Medicaid Agency rules and regulations. Contractor explicitly

acknowledges the attorney does not represent Alabama Medicaid in any capacity and to the extent the attorney works with the Alabama contract, does so only to assist the Contractor in its compliance and performance of this contract.

III. Section VI., Performance Guarantees, Page 25 remove the following:

<p><u>Estate Recovery</u> 6. Contractor must establish recovery case file and update case activities on the MMIS TPL subsystem. All case activities must be updated when applicable. Contractor must ensure that system updates do not change or affect existing cases entered by Medicaid.</p>	<p>Pursuant to RFP Section IV.,D.,10., [Contractor must] “provide weekly automated updates to the MMIS fiscal agent on estate recovery cases that are performed by Contractor once the case has been fully processed. Contractor must submit updates to the MMIS in a separate file extract using a format approved by the State. Error Reports generated by this process must be monitored and necessary corrections made <u>within (5) business days</u> of the date of the reports.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>
<p><u>Estate Recovery</u> 7. Contractor must maintain a local customer service unit that will adequately and timely respond to estate recovery inquiries, telephone calls and correspondence.</p>	<p>Pursuant to RFP Section V., A.,3., “communication must include toll-free numbers to provide timely responses for medical record requests, inquiries/requests related to casualty cases, and requests associated with estate recovery.” A timely response for phone calls and inquiries is <u>within one (1) business day;</u> for correspondence <u>within five (5) business days.</u></p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$200.00 penalty for each month the deficiencies are not in compliance with the timeline agreed upon in the Contractor’s corrective action plan.</p>

<p><u>Estate Recovery</u> 8. Contractor must meet all estate recovery deadlines.</p>	<p>Pursuant to RFP Section IV.,D.,12., [Contractor must] “respond to legal notices when served and process Medicaid’s estate claims in a timely manner. Contractor must meet all estate recovery deadlines by: Opening probate, ensuring that Letters of Administration are granted marking the beginning of the 6-month time limit, and submitting Notice to Creditors within that 6-month time limit. If the Notice occurs after the 6-month time limit, Contractor will have 30 days to follow-up.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. If after thirty (30) days the corrective action has not been implemented, Medicaid will impose a \$1,000.00 penalty per future case occurrence.</p>
---	--	--

IV. Appendix C, Cost Proposal, Page 61 change as follows:

Currently reads as:

Appendix C Cost Proposal

Note:

The Contractors must fill in Column B: Percentage/Rate.

There are two types of fees for the Cost Proposal:

1. Set Fees notated by dollar symbols (\$), and
2. Contingency Fees notated by percentage symbols (%).

RFP Name: Third Party Liability (TPL) Recoveries and Cost Avoidance

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via monthly data matching)	8,000	\$	\$
2	Major Medical - Active TPL Add (via daily data matching)	2,000	\$	\$
3	Major Medical - Inactive TPL Add	4,000	\$	\$
4	Major Medical – TPL Update	2,000	\$	\$
5	Pharmacy – Active TPL Add (via monthly data matching)	6,000	\$	\$
6	Pharmacy – Active TPL Add (via daily data matching)	2,000	\$	\$
7	Pharmacy – Inactive TPL Add	1,500	\$	\$
8	Pharmacy – TPL Update	1,000	\$	\$
9	Dental - Active TPL Add	4,000	\$	\$
10	Dental - Inactive TPL Add	500	\$	\$
12	Medicare Supplement - Active TPL Add	1,000	\$	\$

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
13	Medicare Supplement - Inactive TPL Add	200	\$	\$
14	Medicare Supplement – TPL Update	100	\$	\$
	Total Policy Adds/Updates			\$

15	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	\$15,000,000	%	\$
16	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	\$5,000,000	%	\$
17	Credit Balance Audits - Fee as a percentage of recoveries	\$1,500,000	%	\$
18	Estate Recoveries - Fee as a percentage of recoveries	\$1,000,000	%	\$
19	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	5,000	\$	\$
20	Long Term Care Financial Audits – Audit fee per facility	24	\$	\$
21	TPL Follow UP Unit - Fee as a percentage of recoveries	\$1,000,000		\$
22	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200	\$	\$
	Grand Total (Recoveries and Policy Adds/Updates)			\$

* Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.

Revised as:

Appendix C Cost Proposal

Note:

The Contractors must fill in Column B: Percentage/Rate.

There are two types of fees for the Cost Proposal:

1. Set Fees notated by dollar symbols (\$), and
2. Contingency Fees notated by percentage symbols (%).

RFP Name: Third Party Liability (TPL) Recoveries and Cost Avoidance

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via monthly data matching)	8,000	\$	\$
2	Major Medical - Active TPL Add (via daily data matching)	2,000	\$	\$
3	Major Medical - Inactive TPL Add	4,000	\$	\$
4	Major Medical – TPL Update	2,000	\$	\$
5	Pharmacy – Active TPL Add (via monthly data matching)	6,000	\$	\$
6	Pharmacy – Active TPL Add (via daily data matching)	2,000	\$	\$
7	Pharmacy – Inactive TPL Add	1,500	\$	\$
8	Pharmacy – TPL Update	1,000	\$	\$
9	Dental - Active TPL Add	4,000	\$	\$
10	Dental - Inactive TPL Add	500	\$	\$
12	Medicare Supplement - Active TPL Add	1,000	\$	\$
13	Medicare Supplement - Inactive TPL Add	200	\$	\$

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
14	Medicare Supplement – TPL Update	100	\$	\$
	Total Policy Adds/Updates			\$

15	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	\$15,000,000	%	\$
16	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	\$5,000,000	%	\$
17	Credit Balance Audits - Fee as a percentage of recoveries	\$1,500,000	%	\$
19	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	5,000	\$	\$
20	Long Term Care Financial Audits – Audit fee per facility	24	\$	\$
21	TPL Follow UP Unit - Fee as a percentage of recoveries	\$1,000,000		\$
22	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200	\$	\$
	Grand Total (Recoveries and Policy Adds/Updates)			\$

* Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.

Contractor Signature

Title

Date Signed

I hereby acknowledge the receipt of Addendum II to RFP 2019-TPL-01.

Authorized Contractor Signature

Date

Contractor Organization

RFP # 2019-TPL-01
State of Alabama Medicaid
Third Party Liability
Contractor Questions and Medicaid Answers
6/28/2019

Question ID:	1
Date Question Asked:	6/14/19
Question:	From 2013 to 2017, the Agency was moving towards a transition to Regional Care Organizations but discontinued the transition in late 2017. Will the Agency please confirm that another attempt to transition away from Fee for Service (FFS) will not occur before 2025? If no, would the Agency renegotiate TPL contingency fees with its Contractor if a significant number of plan recipients are transitioned out of FFS?
Section Number:	General
RFP Page Number:	General
Medicaid Answer:	No, the Agency believes the renegotiation of contingency fees will not be necessary regardless of whether Medicaid transitions away from fee for service or not. The plan for the Regional Care Organizations was that the State would retain the ability to identify and recover from other TPL's. Under the Alabama Coordinated Health Network (ACHN), scheduled to go into effect 10/01/2019, claims will still be paid fee for service.
Question ID:	2
Date Question Asked:	6/14/2019
Question:	Will the Agency please provide the number of consecutive years that its current TPL vendor has been providing those services to the State?
Section Number:	II
RFP Page Number:	7
Medicaid Answer:	Agency has contracted with the current vendor since 2010. That contract was similar in scope to this RFP.

Question ID:	3
Date Question Asked:	6/14/2019
Question:	Will the Agency please provide the contingency fees for its current TPL vendor?
Section Number:	II
RFP Page Number:	7
Medicaid Answer:	The fees that the Agency pays, to the current vendor, vary based on the service provided (e.g. fixed fees, contingency fees, and other fees).
Question ID: 4	
Date Question Asked:	6/14/2019
Question:	Currently, Tricare refuses to perform DEERS matches nationally. Will the Agency please confirm that this requirement is dependent upon Tricare's willingness to cooperate or the availability of the data?
Section Number:	IV.A
RFP Page Number:	10
Medicaid Answer:	This requirement is based on the availability of data. Although DEERS is not cooperating with data matches at this time, the TPL TAG is currently working on identifying other ways to obtain this information.
Question ID: 5	
Date Question Asked:	6/14/2019
Question:	Will the Agency please clarify if the 30-day timeframe for the initial lien starts to run once all necessary information/documents have been received such as a valid medical authorization and summary of injuries?
Section Number:	IV.C
RFP Page Number:	12
Medicaid Answer:	The 30-day timeframe begins once the required information is obtained.
Question ID: 6	
Date Question Asked:	6/14/2019
Question:	Will the Agency please confirm that the five (5) business day response time starts to run only after the Contractor receives all of the information and/or documentation needed to respond?
Section Number:	IV.C
RFP Page Number:	11
Medicaid Answer:	In regard to Medical Record Requests, the five (5) business day response time begins on the date the Medical Record

	Request is received, regardless of whether the information is complete for the establishment of a trauma case.
Question ID:	7
Date Question Asked:	6/14/2019
Question:	Will the Agency please confirm that the five (5) business day response time for an updated subrogation amount only applies if there is an upcoming mediation or settlement prior to the next 90-day case valuation?
Section Number:	IV.C
RFP Page Number:	11-12
Medicaid Answer:	If an attorney or authorized representative requests information, the Contractor has five (5) days to respond to the request. The 90-day case revaluation requirement occurs when there has been no activity on a case file.
Question ID:	8
Date Question Asked:	6/14/2019
Question:	Will the Agency please confirm that the one (1) business day response time applies solely to telephone call inquiries?
Section Number:	IV.C
RFP Page Number:	11
Medicaid Answer:	Yes.
Question ID:	9
Date Question Asked:	6/14/2019
Question:	RFP item IV.D.6 refers to Medicaid opening the estate, while RFP IV.D.12 refers to the Contractor opening probate. Will the Agency please specify that if it is determined that there are assets in the estate and the family does not open probate, which entity—Medicaid or the Contractor—will be responsible for opening probate and all of the associated costs?
Section Number:	IV.D
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	10
Date Question Asked:	6/14/19
Question:	Is the Agency aware of any statewide or county systems where estates can be searched or matched by the decedent's Social Security Number?

Section Number:	IV.D.3
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	11
Date Question Asked:	6/14/19
Question:	Medicaid has a TEFRA Lien program in which a lien is placed on the recipient's home when they are entering the nursing home. Are estates where Medicaid has already placed the lien on the real property eligible for pursuit and the recovery contingency fee by the Contractor?
Section Number:	IV.D
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	12
Date Question Asked:	6/14/19
Question:	Will the Agency please describe any subsets or groups of this total estate recovery population that will be excluded from the Contractor's population of cases that will be eligible for pursuit and the recovery contingency fee by the Contractor?
Section Number:	IV.D
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	13
Date Question Asked:	6/14/19
Question:	Will the Contractor be allowed to hire attorneys to facilitate probate or will they be required to only use Assistant District Attorneys?
Section Number:	IV.D.12
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	14

Date Question Asked:	6/14/19
Question:	Will the Agency please provide examples of what would cause a case to not upload into the MMIS?
Section Number:	IV.D.11
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	15
Date Question Asked:	6/14/19
Question:	Will the Agency please specify if it requires the Contractor to upload all open estates cases?
Section Number:	IV.D.10
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	16
Date Question Asked:	6/14/19
Question:	Will the Agency please describe the instances in which Medicaid would not approve a claim to be filed?
Section Number:	IV.D.8
RFP Page Number:	13
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	17
Date Question Asked:	6/14/19
Question:	It is estimated that this legislation that is described in this RFP section could result in approximately 1,200 requests to Medicaid each month. Considering the significant additional cost (labor, technology, supplies, postage, etc.) to perform this function, will the Agency please specify if bidders are to factor these costs into the Estate Recovery contingency fee included on the Cost Proposal form (RFP Appendix C), or does the Agency intend to add a separate pricing line to perform this service?
Section Number:	IV.D

RFP Page Number:	14
Medicaid Answer:	The Agency is releasing an amendment to the RFP to exclude any scope of work related to Estate Recovery.
Question ID:	18
Date Question Asked:	6/14/19
Question:	The SNT scope includes outreach to identify trusts, review of trust documents for compliance, follow-up with trustees, and the annual monitoring of SNT expenditures and recoveries. However, the Cost Proposal form (RFP Appendix C) only allows for the entry of a fee for the accounting reviews. Will the Agency please confirm if the Contractor should roll all of the trust work steps under the pricing for accounting reviews? Or does the Agency plan to realign the pricing with the scope of work (i.e., annual fee for trust reviews and accounting reviews, contingency fee for recoveries, combination, etc.)?
Section Number:	IV.E
RFP Page Number:	14
Medicaid Answer:	The Contractor should include all of the trust work steps under the pricing for annual accounting reviews. No contingency fee will be paid to the Contractor for Special Need Trusts (SNT) recoveries.
Question ID:	19
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that the trust attorney is not required to be dedicated to this contract?
Section Number:	IV.E
RFP Page Number:	14
Medicaid Answer:	The trust attorney is not required to be dedicated to this contract. The Agency is releasing an amendment to the Special Need Trusts (SNT) scope of work to clarify the role of the trust attorney.
Question ID:	20
Date Question Asked:	6/14/19
Question:	Will the Agency please describe any minimum qualifications to support the attorney's expertise?
Section Number:	IV.E
RFP Page Number:	14

Medicaid Answer:	The Agency is releasing an amendment to the Special Need Trusts (SNT) scope of work to clarify the role of the trust attorney.
Question ID:	21
Date Question Asked:	6/14/19
Question:	Will the Agency please specify the method required to fix any errors generated from the weekly process (e.g., manual process to make corrections, corrections included in the next week's upload, other)?
Section Number:	IV.C.11, IV.D.10, IV.D.12.1
RFP Page Number:	13-14
Medicaid Answer:	The Contractor would be required to review the error report, provided by the MMIS, and make the appropriate manual corrections, within five (5) business days, so that the MMIS system would then be updated in the next weekly process. Based on the Agency's amending of the RFP to exclude Estate Recovery work, this question and response are no longer applicable to IV.D.10 and IV.D.12.1.
Question ID:	22
Date Question Asked:	6/14/19
Question:	Will the Agency please describe the billings, rebillings and recoupment processes that are currently performed by the State's MMIS or MMIS vendor?
Section Number:	IV.G
RFP Page Number:	15
Medicaid Answer:	On a monthly basis, the State's MMIS bills Blue Cross Blue Shield of Alabama and Federal Blue Cross. Rebilling cycles occur 60 days after the original bill date, 90 days after the original bill date. The TPL Contractor bills unpaid claims 120 days past the original bill date. The State's MMIS bills Pay & Chase claims related to preventive pediatric medical and dental claims, drug claims for recipients on the Cancer Registry, and drug claims for recipients with point of sale drug plans. Finally, the State's MMIS bills Retro Commercial claims to recover payments made prior to the identification of Third Party Insurance coverage.
Question ID:	23
Date Question Asked:	6/14/19

Question:	Will the Agency please specify the names of the medical and pharmacy carriers with which the MMIS vendor works to fulfill data matching, recovery billing, rebilling, and recoupment service needs for the State?
Section Number:	IV.G
RFP Page Number:	15
Medicaid Answer:	Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.
Question ID:	24
Date Question Asked:	6/14/19
Question:	Is the Agency's MMIS vendor responsible for the primary recovery for any of the following types of third parties: Medicare A, B, C (Advantage) or D?
Section Number:	IV.G
RFP Page Number:	15
Medicaid Answer:	The MMIS vendor performs recoupments for Medicare A, B, & C. It also performs recoupments for D for the first 6 months of Medicare enrollment. Outside of the 6-month window, the Contractor would be able to pursue Part-D recoveries.
Question ID:	25
Date Question Asked:	6/14/19
Question:	Will the Agency guarantee that no additional carriers or services will be transferred to the MMIS vendor during the duration of the TPL services contract?
Section Number:	IV.G
RFP Page Number:	15
Medicaid Answer:	The Agency reserves the right to perform recovery billing with the MMIS vendor based on efficiency, cost effectiveness, and improved outcomes.
Question ID:	26
Date Question Asked:	6/14/19

Question:	Will the Agency allow the Contractor to include the managed care population for potential audits?
Section Number:	IV.F
RFP Page Number:	15
Medicaid Answer:	Under the current Alabama Coordinated Health Network (ACHN) implementation plans, recipients enrolled in Medicaid Managed Care Plans have their claims paid fee for service. Credit balance Audits are permitted to be performed on these recipients.
Question ID:	27
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that Credit Balance Audits can be performed by staff not physically located in the local office?
Section Number:	IV.F
RFP Page Number:	15
Medicaid Answer:	Credit Balance Audits can be performed by staff outside of the local office.
Question ID:	28
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that Long Term Care Audits can be performed by staff not physically located in the local office?
Section Number:	IV.J
RFP Page Number:	15
Medicaid Answer:	Long Term Care Audits can be performed by staff outside of the local office.
Question ID:	29
Date Question Asked:	6/14/19
Question:	CMS had mandated that each Medicaid program have a method to repay any wrap-around costs. Does Alabama already have a method for processing these payments?
Section Number:	IV.I
RFP Page Number:	15

Medicaid Answer:	The Agency expects the Contractor to manage the HIPP Program and to have an existing method, or to develop a method, to handle wrap-around costs consistent with the CMS mandate.
Question ID:	30
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that restriction to the Alabama office does not apply to support staff and the functions they perform?
Section Number:	V.A
RFP Page Number:	16
Medicaid Answer:	The Project Director, Team Leader(s), and Project Team Members must work out of the local Alabama office. Support staff, performing data match processing and or insurance carrier recovery duties may be located outside of the local office.
Question ID:	31
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that the Contractor is able to deploy other staffing resources to assist when it experiences unusual spikes in call volume?
Section Number:	V.A
RFP Page Number:	16
Medicaid Answer:	With the approval of the Agency, the Contractor will be permitted to deploy other staffing resources to assist with unusual spikes in call volume.
Question ID:	32
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that it will provide notice of impending changes to file formats/extracts a minimum of nine (9) months in advance of implementing any such changes to allow the Contractor to prepare and program for the changes?
Section Number:	V.A
RFP Page Number:	16
Medicaid Answer:	The Agency respects the need for advance notices regarding file format/extract changes. However, we are unable to guarantee a specific timeframe for giving advance notices.

	The Agency will take into consideration the intricacy of any change requirement and the amount of time required for the Contractor to make the necessary system changes when providing advance notices of change.
Question ID:	33
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that a minimum of fifteen (15) business days will be allowed for the Contractor to develop, review and deliver any new ad hoc reports?
Section Number:	V.B
RFP Page Number:	17
Medicaid Answer:	The Agency respects the need for advance notices regarding new ad hoc reports. However, we are unable to guarantee a specific timeframe for giving advance notices in every circumstance. Refer to the Agency response for question 34.
Question ID:	34
Date Question Asked:	6/14/19
Question:	Will the Agency please confirm that a minimum of ten (10) business days will be allowed for the Contractor to develop, review, and deliver any new ad hoc reports during the Legislative Sessions, Budget Sessions, and for other Agency presentations?
Section Number:	V.B
RFP Page Number:	17
Medicaid Answer:	The Agency respects the need for advance notices regarding ad hoc reports needed during legislative sessions, budget sessions, and/or for Agency presentations. However, we are unable to guarantee a specific timeframe for giving advance notices. The Agency will take into consideration the intricacy of any change requirement when providing advance notices of change. Certain data elements are only available through the TPL Contractor. In the event that there is an urgent request, such as from the Commissioner or Legislature, the Agency would expect the Contractor to accommodate the request to the best of their ability.
Question ID:	35
Date Question Asked:	6/14/19

Question:	Will the Agency confirm that it expects to finalize and implement its MES modularity strategy during the next five (5) years?
Section Number:	V.A
RFP Page Number:	17
Medicaid Answer:	This question is outside the scope of this procurement.
Question ID:	36
Date Question Asked:	6/14/19
Question:	Will the Agency please indicate if it will provide the denied claims from the MMIS with the denial reason codes in order for the Contractor to generate this report?
Section Number:	V.B.5.c
RFP Page Number:	18
Medicaid Answer:	The Agency will provide denial reason codes to the Contractor.
Question ID:	37
Date Question Asked:	6/14/19
Question:	The RFP requirement states, in bold text, "Do not enter any cost information in the Technical Proposal." However, the RFP Cover Page has a location for the Contractor to insert its "Firm and Fixed Price." Will the Agency please confirm that it is acceptable for the Contractor to insert "Please see separately submitted Cost Proposal" in the location on the RFP Cover Page that requires the entry of the Firm and Fixed Price?
Section Number:	V.D.2.c
RFP Page Number:	21
Medicaid Answer:	The firm and fixed price must be provided on the RFP Coversheet.
Question ID:	38
Date Question Asked:	6/14/19
Question:	For the current references that must be included in the proposal, will the Agency please confirm that these should be government agency clients?
Section Number:	VI.D

RFP Page Number:	21
Medicaid Answer:	References should include a list of all Medicaid agencies or other entities for which the Contractor currently performs similar work.
Question ID:	39
Date Question Asked:	6/14/19
Question:	For the current references that must be included in the proposal, will the Agency please confirm that these should be for clients of a similar size and scope?
Section Number:	VI.D
RFP Page Number:	21
Medicaid Answer:	Performance references should include the contract type, size, and duration of services rendered.
Question ID:	40
Date Question Asked:	6/14/19
Question:	Guarantees 3 and 4 contain the provision that failure to meet the standard by the end of the fiscal year may result in Contractor not being paid. Will the Agency please confirm that the Contractor will have a minimum of thirty (30) days into the new fiscal year to resolve issues identified near the end of the previous fiscal year before any damages are assessed?
Section Number:	VI
RFP Page Number:	24
Medicaid Answer:	The Agency will bring deficiencies to the Contractor's attention with the expectation that the Contractor will provide a corrective action plan detailing the reason for the occurrence and the immediate resolution thereof. Failure to comply with this standard will result in the suspension of payment of the Contractor's invoices. It is the Contractor's responsibility to ensure that there is a quick resolution to concerns brought forth by the Agency. The State will provide 30-day, advanced notice of each fiscal year cut-off date to accommodate the resolution of issues identified at the conclusion of each fiscal year.
Question ID:	41
Date Question Asked:	6/14/19
Question:	Will the Agency please specify the timing of the delivery of the quarterly adds/updates? If the delivery must be within five

	(5) business days of being pursued for recovery, the files will not be quarterly. The files would then become synchronized with each billing cycle, which could be multiple times within a month.
Section Number:	VI.13
RFP Page Number:	28
Medicaid Answer:	This RFP requires the contractor to deliver an insurance coverage add prior to, or within five (5) days, of billing for the service. The Agency is open to discussing if submitting Add Files more frequently than quarterly is necessary in order for the Contractor to meet the requirement. Updates to existing policies would require the pre-approval of the Agency.