



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2023-IH-01	RFP Title: Alabama Medicaid Agency Inpatient Hospital Quality Assurance
RFP Due Date and Time: September 7, 2023, by 5:00pm Central Time	Number of Pages: 58
PROCUREMENT INFORMATION	
Project Director: Lynne Davenport	Issue Date: August 14, 2023
E-mail Address: IHRFP@medicaid.alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Medical Services
INSTRUCTIONS TO VENDORS	
Return Proposal to: Alabama Medicaid Agency Attn: Lynne Davenport Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: Alabama Medicaid Agency Inpatient Hospital Quality Assurance RFP RFP Number: 2023-IH-01 RFP Due Date: September 7, 2023, by 5:00 pm CT Firm and Fixed Price:
VENDOR INFORMATION <i>(Vendor must complete the following and return with RFP response)</i>	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor 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, phone numbers and 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 Vendor'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. Vendors 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 vendor'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 Vendor'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 vendor 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	08/14/2023
Questions Due by 5pm CT	08/21/2023
Posting of Questions and Answers	08/29/2023
Proposals Due by 5 pm CT	09/07/2023
Evaluation Period	09/08/2023-09/18/2023
Contract Award Notification	09/19/2023
**Contract Review Committee	10/05/2023
Official Contract Award/Begin Work	11/01/2023

* *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 "Vendor Begins 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. Background 7**
- II. Scope of Work 7**
 - A. IP Hospital Quality Assurance Program _____ Error! Bookmark not defined.
 - B. Retrospective Inpatient Hospital Reviews. _____ Error! Bookmark not defined.
 - C. Medical Record Selection _____ 8
 - D. Inpatient Medical Record Review _____ 9
 - E. Internal Utilization Review Plans and Medical Care Evaluation (MCE) Studies _____ 9
 - F. Provider Preventable Condition Reviews: Present on Admission (POA) Indicators and Hospital Acquired Conditions (HAC) _____ 12
 - G. Procedure Manual _____ 14
 - H. Informal Review and Fair Hearing _____ 13
 - I. Informal Review _____ 13
 - J. Fair Hearing _____ 13
 - K. Provider Denial and Reconsideration for Inpatient Hospital QA Reviews _____ 14
 - L. Additional Contractor Responsibilities _____ 14
 - M. Staffing/Organizational Plan _____ 15
 - a. Project Manager (PM) _____ 15
 - b. Clinical Director _____ 15
 - c. Physician Advisor(s) _____ 16
 - N. Monitoring Performance Standards and Corrective Action Plans _____ 16
 - O. Breach of Contract _____ 16
 - P. Operational Requirements _____ 17
 - Q. Work Plan and Implementation Schedule _____ 18
- III. Pricing 19**
- IV. General 19**
- V. Corporate Background and References _____ 21**
- VI. Submission Requirements _____ 22**
 - A. Authority _____ 22
 - B. Single Point of Contact _____ 22
 - C. RFP Documentation _____ 22
 - D. Questions Regarding the RFP _____ 22

E. Acceptance of Standard Terms and Conditions _____	22
F. Adherence to Specifications and Requirements _____	22
G. Order of Precedence _____	23
H. Vendor’s Signature _____	23
I. Offer in Effect for 90 Days _____	23
J. State Not Responsible for Preparation Costs _____	23
K. State’s Rights Reserved _____	23
L. Price _____	24
M. E-Verify Memorandum of Understanding _____	24
N. Proposal Format _____	24
O. Proposal Withdrawal _____	24
P. Proposal Amendment _____	24
Q. Proposal Errors _____	24
R. Disclosure of Proposal Contents _____	24
S. Submission of Proposals _____	25
T. Copies Required _____	25
U. Late Proposals _____	25
V. Proposal Clarifications _____	25
VII. Evaluation and Selection Process _____	25
A. Initial Classification of Proposals as Responsive or Non-responsive _____	25
B. Determination of Responsibility _____	26
C. Opportunity for Additional Information _____	26
D. Evaluation Committee _____	26
E. Scoring _____	26
F. Determination of Successful Proposal _____	26
VIII. General Terms and Conditions _____	27
A. General _____	27
B. Compliance with State and Federal Regulations _____	27
C. Term of Contract _____	27
D. Contract Amendments _____	27
E. Confidentiality _____	28
F. Security and Release of Information _____	28
G. Federal Nondisclosure Requirements _____	28
H. Contract a Public Record _____	29

I. Termination for Bankruptcy	29
J. Termination for Default	29
K. Termination for Unavailability of Funds	29
L. Proration of Funds	29
M. Termination for Convenience	29
N. Force Majeure	30
O. Nondiscriminatory Compliance	30
P. Conflict of Interest	30
Q. Open Trade	30
R. Small and Minority Business Enterprise Utilization	30
S. Worker’s Compensation	30
T. Employment of State Staff	30
U. Immigration Compliance	31
V. Share of Contract	31
W. Waivers	31
X. Warranties Against Broker’s Fees	31
Y. Novation	31
Z. Employment Basis	32
AA. Disputes and Litigation	32
BB. Records Retention and Storage	32
CC. Inspection of Records	32
DD. Use of Federal Cost Principles	33
EE. Payment	33
FF. Notice to Parties	33
GG. Disclosure Statement	33
HH. Debarment	33
II. Not to Constitute a Debt of the State	33
JJ. Qualification to do Business in Alabama	33
KK. Choice of Law	34
LL. AMMIS Interface Standards	34
<i>Appendix A: Proposal Compliance Checklist</i>	<i>35</i>
<i>Appendix B: Contract and Attachments</i>	<i>36</i>
<i>Appendix C: Pricing</i>	<i>53</i>
<i>Appendix D: Active Hospitals Instate and Out of State Bordering</i>	<i>54</i>

I. Background

The Alabama Medicaid Agency is requesting proposals from vendors with proposals from a qualified Quality Improvement Organization (QIO) entity to review records for inpatient hospital services. The projected implementation date of the RFP is November 1, 2023.

The QIO is responsible for meeting the requirements of 42 CFR 456 et. seq., Utilization Control requirements for inpatient hospital services. The requirements include retrospective inpatient hospital reviews for admissions and continued stays; review of each hospital's Internal Utilization Review Plan (UR) and Medical Care Evaluation studies (MCEs). In addition to the CFR requirements, the QIO will be required to review Provider Preventable Conditions, specifically related to Hospital Acquired Conditions (HACs) on recipients and assist the Agency with the possible transition to InterQual® admission criteria.

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

All information and amendments contained in this RFP reflect the best and most accurate information available to Medicaid at the time of the RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the Vendor or a basis for legal recovery of damages, actual, consequential, or punitive.

II. Scope of Work

Contractors must address the requirements in each area.

42 CFR 456.121-456.137 requires hospitals to perform admission and continued stay reviews on all inpatient hospital admissions. 42 CFR 456.100-456.145 requires hospitals to have an internal utilization review plan that provides for review of each recipient's need for the services that the hospital furnishes. 42 CFR 456.141-145 requires each hospital to have at least one MCE study in progress at any time and one completed study each calendar year. The Agency solicits proposals for services of a qualified QIO that is responsible for meeting the requirement of 42 CFR 456 et. seq., Utilization Control requirements for inpatient hospital services.

The Contractor must conduct retrospective reviews on a random sample of paid hospital inpatient claims on recipients to ensure that criteria were correctly applied to assess the necessity, appropriateness and quality of services that were rendered. The Contractor must request, review and document medical record findings of hospital providers. The Contractor's professional staff must review the documentation to ensure compliance with state and federal requirements governing the Hospital Program and to ensure that services meet the Agency's Adult and Pediatric Inpatient Care Criteria. The Contractor must complete medical reviews. In addition to these reviews, Contractor must submit requests to the hospital provider for additional documentation, if needed, regarding any non-compliance issues and/or lack of required documentation to support the admission and/or continued stay.

Currently, there are a total of 108 acute care hospitals located in Alabama that are enrolled as Medicaid providers. There are an additional 27 hospitals enrolled as out-of-state border hospitals that are considered in-state providers. "Border" is defined as within 30 miles of the Alabama state line. Border hospitals are also subject to program regulations. There are also a total of 113 out-of-state non bordering hospitals also subject to program regulations. Current paid inpatient claims average 32,000 per quarter. See Appendix D for a complete list of hospitals and addresses. The Contractor must conduct reviews of each hospital's UR Plan and MCE study. In addition, the Contractor must review recipient claims with Provider Preventable

Conditions, specifically Healthcare Acquired Conditions and the associated Present on Admission (POA) indicator (HACs/POAs). The reviews will validate the POA indicator assigned to the principal and secondary diagnosis codes reported on claim forms. The average number of recipient claims per quarter with a HAC diagnosis is estimated to be 500.

The Contractor’s proposal must present a retrospective inpatient hospital review plan, including draft policies and procedures, to describe how it will meet each of the following requirements listed below. The Contractor’s proposal must present a plan, including draft policies and procedures, to describe how it will meet each of the following requirements listed below.

A. Medical Record Selection

Reviews must be based on a quarterly calendar year from January to December. Samples must be based on retrospective dates of service that are six months prior to the selection date and for a one quarter timeframe. The initial medical record review will be selected on October 1, 2023, and will be based on dates of service from April 1, 2023, through June 30, 2023. The schedule of medical record review selection and report date timelines are listed in the table below.

Quarter Selected For Review	Contractor Case Selection Request To Hospitals	Requested Records Due To Contractor	Quarterly Report Due To Agency
January-March	July 1st	August 1 st	October 10th
April-June	October 1st	November 1st	January 10th
July-September	January 1st	February 1 st	April 10 th
October-December	April 1st	May 1 st	July 10 th

The selected Contractor must:

1. Comply with the applicable requirements of Alabama Medicaid Administrative Code and any revisions thereof.
2. Comply with the applicable requirements of the Alabama Medicaid Provider Manual and any revisions thereof.
3. Utilize a query provided by Medicaid from which the paid inpatient hospital claims will be identified and the random sample of medical records will be selected from each quarter. The Contractor must have the ability to refresh the query date of service range and identify claims for each quarter.
4. Review a five percent sample of each hospital’s admissions. The Contractor must utilize a statistically sound methodology to randomly select claims samples.
5. Review every hospital with paid claims.
6. Request medical records for the selected sample and allow the hospital 30 calendar days to submit the requested materials. If, after 30 calendar days the hospital has failed to submit the requested medical record(s) and/or adequate record(s) to complete the review, the Contractor will issue a second request for medical records. The hospital will have 15 calendar days from the date of the second request to provide the records. A technical denial must be issued by the Contractor to the hospital for failure to submit the records in the requested timeframe.

As part of the Proposal, the Contractor must:

1. Provide a narrative that explains the random sampling method(s) used to select claims samples from the query, for the quarterly medical record review to ensure every hospital with paid inpatient claims is reviewed.
2. Explain the process that will be in place to ensure that the required timeframes are met for record selection, review completion and quarterly reporting to Medicaid.
3. Explain the standard operating procedure for provider notification of request for medical record documentation.
4. Describe what options the hospital provider will have to submit the requested medical records and how these options will meet Health Insurance Portability and Accountability Act (HIPAA) compliance.
5. Describe the process of notification to a hospital provider when it has failed to submit the requested medical record(s) in the required timeframe.
6. Explain the procedure for issuing a technical denial. A technical denial occurs when a provider fails to make the complete medical record available for review within the specified timeframes.

1. Inpatient Medical Record Review

Admission and continued stay retrospective reviews must be conducted on a random sample of paid hospital inpatient claims on recipients to ensure that Medicaid Adult and Pediatric Inpatient Care Criteria (“Medicaid Inpatient Criteria”) are correctly applied. Retrospective review process for inpatient hospital admissions and continued stays must consist of a review of medical records and other clinical documentation to validate the quality of care, medical necessity, appropriateness of place of service and length of stay associated with care.

The selected Contractor must:

1. Review the complete medical record for the requested admission to make decisions on all aspects of the review process. The complete medical record is to include, but is not limited to: emergency room records, medical/surgical history and physical examination, discharge summary, physician’s progress notes, physician’s orders, lab reports, x-rays, diagnostic and imaging reports, operative reports, pathology reports, nurses’ notes, medication administration records, vital signs sheets, therapy notes, specialty consultation reports, and specialty diagnostic and treatment records.
2. Ensure all reviews are performed by a registered nurse (RN) at the initial level of review.
3. The Contractor’s nurse reviewer must perform a first level review using Medicaid Inpatient Criteria within 30 calendar days of the medical record receipt date.
4. Complete 80-90 percent of the selected cases each quarter.
5. Ensure that a Physician Advisor is available to review medical records that are deemed questionable as to the appropriateness of the admission or continued stay by the nurse reviewer. These records are considered “referred” records. The Physician Advisor must complete the review within 14 calendar days of receipt.

6. Submit requests to the hospital provider for additional documentation regarding any non-compliant issues and/or lack of required documentation to support the admission and/or continued stay. The hospital has 15 calendar days to submit the additional documentation. If, after 15 calendar days has elapsed, the hospital has failed to submit the requested medical record(s), a technical denial must be issued by the Contractor to the provider.
7. Correspondence with the provider must be sent and received via secure email, confidential fax transmittal or certified mail. This may include the provider mailing a password protected CD.
8. Ensure that the Physician Advisor issues denials on reviews that fail to comply with state and federal regulations governing the program and/or fail to support the medical necessity of the services rendered according to Medicaid Inpatient Criteria.
9. Identify medically unnecessary admissions and continued stays, billing errors, inappropriate billing of the level of care, and other quality of care issues.
10. Perform as part of the retrospective record review quality of care reviews which assess whether the quality of care provided meets generally accepted standards of medical and hospital care practices or puts the patient at risk of unnecessary injury, disease or death.
11. Issue a notice of denial to the hospital within one business day of receipt from the Physician Advisor of the denial. The notice must contain the recipient's name, Medicaid number, date of service, denial reason (must be indicated in plain language), rights to a reconsideration review and the appeal process. The appeal process includes both the informal review and a fair hearing.
12. Ensure that the denial notice must include language related to the identified recoupment amount due to Medicaid and references the appropriate Administrative Code Authority.
13. Submit a Microsoft Excel (2016 or later) spreadsheet(s) quarterly containing number of cases selected for review, number of cases completed to date, number of cases referred for physician review, number approved, number denied, number of cases carried over from previous quarter, admission utilization concerns, length of stay utilization concerns, quality concerns, and number and type of billing errors.
14. Submit a Microsoft Excel (2016 or later) spreadsheet(s) explaining in detail information related to any quality concerns and deficiency noted in the quarterly review.
15. Provide a summary of all review findings for each hospital provider on a quarterly basis. The summary must be a Microsoft Excel (2016 or later) spreadsheet to include but not limited to the following information: Recipient ID, Recipient Name, Dates of Service, Denied Dates of Service, Denial Reason (e.g., billing error, criteria not met, etc.).
16. Work with Medicaid to establish a quarterly report to each hospital to include a cover letter and spreadsheet(s).

As part of the Proposal, the Contractor must:

1. Explain standard operating procedures for completing retrospective reviews on inpatient medical records under a per diem reimbursement methodology and how the procedures will meet the requirements.
2. Provide a narrative that explains the process for referral of a review to the Physician Advisor.
3. Explain standard operating procedures for provider notification and follow-up when medical records requested have not been provided.
4. Explain how utilization and/or quality issues identified will be addressed.
5. Explain how and in what format the provider will receive the results of the review determination. The results should include requests for additional information, approvals and denials. Include a description of the procedures used for the appeal and recoupment process under the per diem reimbursement methodology.
6. Explain and submit examples of the forms, guidelines and reporting formats to be used for the inpatient medical record review.

2. Internal Utilization Review Plans and Medical Care Evaluation (MCE) Studies

Hospitals must have an internal utilization review (UR) plan that provides for review of each recipient's need for services that the hospital furnishes. The selected Contractor must review each hospital's UR plan to ensure that it meets federal requirements. Hospitals must have at least one MCE study in progress at any time and one completed study each calendar year. The purposes of the MCE studies are to promote the most effective and efficient use of available facilities and services; to emphasize identification and analysis of patterns of care; and suggest appropriate changes needed to maintain high quality patient care and efficient use of services.

The selected Contractor must:

1. Obtain and maintain 100% of the UR plans and MCE studies from all hospitals on an annual basis.
2. Review a 50% sample of the UR plans and MCE studies to ensure that every hospital is reviewed at a minimum, every two years. Hospitals must be reviewed in odd or even numbered years, with a list to be provided by the Agency.
3. Request a copy of each hospital's UR Plan and MCE study on December 1st of the calendar year to be reviewed.
4. Obtain the UR Plan and MCE studies by December 1st of the following year and complete the review of the studies within 45 days of receipt.
5. Provide each hospital with notification of approval or disapproval of UR Plans and MCE studies within 10 calendar days of review completions.
6. Submit an Excel spreadsheet (2016 or later) quarterly that includes the hospital name, NPI number, review year, request date, received date, review date, review result and notification date to the hospital.
7. Be responsible for tracking and documenting any omission or conflict with any

federal regulation.

8. Notify the Agency of non-compliance issues with any federal regulations.

As part of the Proposal, the Contractor must:

1. Explain the procedure(s) for completing the review of UR Plans and MCE Studies that meets the requirements of this RFP.
2. Explain how and in what format the provider will receive the results of the review in addressing omissions and conflicts with federal regulations.
3. Submit examples of the forms and reporting formats to be used for the reviews of UR Plans and MCE studies.

3. Provider Preventable Condition Reviews: Present on Admission (POA) Indicators and Hospital Acquired Conditions (HAC)

In compliance with Section 2702 of the Patient Protection and Affordable Care Act, Medicaid is required to monitor Provider Preventable Conditions. Provider Preventable Conditions are divided into two separate categories: Healthcare Acquired Conditions/Hospital acquired conditions (HACs) and Other Provider Preventable Conditions (OPPCs). The Contractor review must focus on HACs and not OPPCs (i.e., surgery on a wrong body part, wrong surgery on a patient, surgery on a wrong patient) on recipients. HACs are conditions that are reasonably preventable and were not present or identified at the time of admission; but are either present at discharge or documented after admission. The POA Indicator is defined as a set of specified conditions that are present at the time the order for inpatient hospital admission occurred. Conditions that develop during an outpatient encounter, including the emergency room, observation, or outpatient surgery, are considered POA. Hospitals must use the POA indicator for these types of claims. The Contractor must view the Appendix I Hospital Acquired Conditions List on the CMS website at https://www.cms.gov/Medicare/MedicareFee-for-ServiceB/Payment/HospitalAcqCond/icd10_hacs.html. This list provides all HAC Page 13 diagnosis codes. The list is also included in Chapter 19 of the Alabama Medicaid Provider Billing Manual. Claims must be selected based on date of discharge.

The selected Contractor must:

1. Utilize a query provided by Medicaid from which the inpatient hospital claims with a HAC diagnosis will be identified and a random sample of medical records will be selected from each quarter. The Contractor must have the ability to refresh the query date of service range and identify claims for each quarter. The HACs are listed in Chapter 19 of the Alabama Medicaid Provider Billing Manual.
2. Schedule HAC record review selection and report date timelines as listed in the table found in section C- Medical Record Selection.
3. Review 100 percent of all recipient claims that appear on the query in order to collect the required data for reporting purposes.
4. Complete reviews on a five percent sample of medical record documentation to validate the POA indicator assigned to the primary and secondary diagnoses. The Contractor must utilize a statistically sound methodology to randomly select claims samples that must include a selection of claims with both POA No and POA Yes

indicators. In addition to the five percent required sample, a claim with a questionable POA indicator may also require a medical record review.

5. Request medical records for the selected sample and allow the hospital 30 calendar days to submit the requested records.
6. Complete 100 percent of reviews for medical records that have been received for each quarter.
7. Provide a detailed summary report each quarter to Medicaid on each of the identified recipient medical records selected for review with associated findings.
8. Submit a report quarterly that documents the number of HACs per HAC category; the number of HACs for each POA indicator and the percentage for each category; and a summary statement of any findings. The Contractor must utilize a Medicaid approved form. (See Appendix B Attachment I) Complete a report annually that compiles the data for the four quarters of each calendar year reviewed. The Contractor must utilize the same form as for the quarterly reports.
9. Provide procedures on performing HAC reviews on inpatient hospital medical records and how these procedures will meet the requirements.
10. Provide a narrative that explains the random sampling method(s) used to select quarterly claims samples from the query for the medical record review. Page 14
11. Explain and submit examples of forms, guidelines and reporting formats to be used for the summary report for the medical records review.

4. Informal Review and Fair Hearing

All adverse review decisions made by the selected Contractor may be subject to an appeal by the requesting provider or recipient (Aggrieved Party). An Aggrieved Party may request an informal review and a fair hearing for denied Medicaid benefits. However, an informal review must be requested and adjudicated before advancing to a fair hearing. The Contractor must make appropriate personnel available for an informal review and/or fair hearing process in the event such need should arise.

5. Informal Review

An Aggrieved Party may request reconsideration of an adverse decision through the informal review process by filing a written request with the selected Contractor within 15 business days of the date of the denial letter. Upon receipt of a reconsideration request, the selected Contractor's consulting Physician Advisor must review the documentation and render a decision based on Medicaid-approved criteria within 10 business days of receipt of a complete reconsideration request. The selected Contractor must mail notice of the reconsideration decision to the Aggrieved Party.

6. Fair Hearing

An Aggrieved Party may request a Fair Hearing by filing a written request with the Medicaid Administrative Hearings Office within 60 days from the date of the reconsideration notice of action by the selected Contractor. The selected Contractor's consulting Physician Advisor and other appropriate personnel who were involved in the denial must be available at Medicaid's request Monday through Friday, from 8:00 am to

5:00 pm, to provide justification for the denial and participate in any Fair Hearings as scheduled by Medicaid in person at Medicaid's Central Office in Montgomery, Alabama.

7. Provider Denial and Reconsideration for Inpatient Hospital QA Reviews

The selected Contractor must

1. The selected Contractor must develop a procedure for all reconsiderations.
2. The Contractor must notify the provider in writing within five business day of receipt from the Physician Advisor of an adverse decision and offer an opportunity to submit additional documentation for the reconsideration review.
3. All reconsideration reviews must examine all relevant evidence in the record regarding services requested and any new documentation by the hospital and be conducted by a Physician Advisor. The Physician Advisor must complete the review within fourteen business days of receipt.
4. The selected Contractor must make a determination upholding, modifying, or reversing the denial of payment for requested services, taking into consideration any additional or new information that may be presented in the reconsideration.
5. A decision must be made available to the hospital provider by mail within five business days of receipt of the physician's final decision. At the request of the provider an email, fax or phone notification will be made in advance of the mailed notification.

B. Procedure Manual

The selected Contractor must develop a detailed policy and procedure manual describing how the requirements of this section of the RFP will be conducted. The procedure manual must address all elements of the review process, including model letters and review instruments. The manual must be submitted to Medicaid within 30 days of contract award and updated as needed. Upon Medicaid approval, the manual must be made available to all hospitals and posted to the Contractor's and Medicaid's website.

C. Additional Contractor Responsibilities

The selected Contractor must coordinate with the Medicaid Project Coordinator throughout the term of this contract for any questions and further direction as it relates to the requirements of this RFP.

1. For a period of six months after the beginning of the Contract, Medicaid will schedule weekly conference calls with the selected Contractor. These meetings will address items such as project status, policy questions, and/or data analysis. Following the initial six-month period, Medicaid will schedule at a minimum, monthly conference calls.
2. The selected Contractor must be responsible for creating meeting documents (e.g., agenda, reports, and other supporting documents) for Medicaid approval.
3. The selected Contractor must make presentations to groups/associations or others regarding this contract and work hereunder only with request and prior approval of Medicaid.
4. Make recommendations to Medicaid for provider education and outreach as it relates to information and data obtained from requesting providers.

5. Make recommendations for changes to existing criteria across all programs based on clinical data from approved peer review literature. Recommendations must also include the addition of new procedures, services, or equipment for approval to increase efficiency, program effectiveness, and appropriate utilization as it relates to this RFP.
6. Respond to inquiries from Medicaid within two business days.

D. Staffing/Organizational Plan

The selected Contractor must be prepared to recruit credentialed/licensed staff, and to implement all aspects of the work required in this RFP within the stated time frames. All physicians and RNs must be licensed in the state in which they practice. The selected Contractor must ensure that all cases not meeting medical necessity criteria for all program services are reviewed by a Physician Advisor. Staffing levels must be sufficient to complete the responsibilities outlined in this RFP. Contractor's key personnel must include a Project Manager, Clinical Director, Physician Advisors, and at a minimum of 4 full time RNs. Key positions must meet any requirements defined in the Scope of Work and the General Requirements.

E. Project Manager (PM)

Contractor must propose a PM with a minimum of an undergraduate degree and minimum of five years' experience in project management, who shall have day-to-day responsibility for supervising the performance and obligations under this Contract, as well as receive policy direction from the Medicaid Contract Administrator. The PM must have previous experience in a variety of peer review and utilization review activities, preferably for a Medicaid program. In addition, the PM must demonstrate overall understanding of the technical requirements, professional clinical determinations, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract. In the event the PM does not meet the requirements of Medicaid before or after implementation, Contractor must recommend a candidate to Medicaid who is capable of performing contract obligations. Contractor must not change its PM without prior written approval from Medicaid, and such approval shall not be unreasonably delayed or withheld. Contractor must use the PM for not less than 12 months to ensure successful contract performance. Contractor must furnish with its response to the RFP a resume for the proposed PM which must include the individual's name, current address, current title and position, experience with Contractor, experience with provider relations, experience with medical and quality review, relevant education and training and management experience. Contractor shall provide a minimum of two work references for the PM.

F. Clinical Director

The Contractor must assign a Full Time Equivalent (FTE) Clinical Director with five years of medical surgical experience. The Clinical Director must be a Registered Nurse (RN), Certified Nurse Practitioner (CNP) or Physician. The Clinical Director must possess superior clinical competence and demonstrate proficiency in medical and quality reviews. Contractor must furnish with its response to the RFP a resume for the proposed Clinical Director. The Clinical Director's resume, which must include the individual's name, current address, current title and position, experience with Contractor, experience in implementing or performing utilization review functions, relevant education and training, and management experience. Contractor must provide a minimum of two work references for the Clinical Director. The Clinical Director assigned under this contract, shall be responsible for clinical functions and contract duties. Contractor shall use the Clinical Director for not less than 12 months to ensure successful contract performance and consistency. Contractor must notify Medicaid in writing of any proposed change in Clinical Director at least

30 calendar days prior to the change, if possible. Whenever Clinical Director is not reasonably available, Contractor must provide a designated alternate fully capable of meeting the requirements of this RFP.

G. Physician Advisor(s)

Contractor must furnish with its proposal to the RFP a Physician Advisor(s) with five years clinical practice with specialty of Internal Medicine, Pediatrician or Family Practice. Contractor must notify Medicaid in writing of any proposed change in physician (s) at least 30 calendar days prior to the change, if possible.

The selected Contractor must submit an organizational chart to Medicaid for approval prior to contract implementation. This chart must include a breakdown of job duties and responsibilities of all staff members including contracted Physician Advisors. Any subsequent changes to the organizational plan must be approved by Medicaid.

H. Monitoring Performance Standards and Corrective Action Plans

Medicaid will monitor the selected Contractor's performance according to the requirements contained within this RFP. Medicaid will inform the selected Contractor when performance does not comply with the contract requirements and of any breach of contract assessments. Contractor must prepare and submit for approval a corrective action plan for each identified problem within the timeframe determined by Medicaid. The corrective action plan must include but is not limited to:

- a. Brief description of the findings.
- b. Specific steps the selected Contractor will take to correct the situation or reasons why the selected Contractor believes corrective action is not necessary.
- c. Name(s) and title(s) of responsible staff person(s).
- d. Timetable for performance of each corrective action step.
- e. Signature of the Clinical Director.

Contractor must implement the corrective action plan within the timeframe specified by Medicaid. Failure by the selected Contractor to implement corrective action plans, as required by Medicaid, may result in further action by Medicaid.

I. Breach of Contract

The Contractor's proposal must acknowledge and comply with the following requirements: In the event that Contractor fails to meet the requirements of this RFP and contract requirements, Medicaid will recover damages for costs associated with breach of contract. Contractor agrees to pay Medicaid the sums set forth below unless waived by Medicaid. Medicaid may impose breach of contract for the following:

- Failure to deliver requisite reports/services/deliverables as defined by the RFP by the dates specified by Medicaid. - \$100 per day per report or review
- Failure to provide documentation as required by the RFP - \$1000 per instance.
- Failure to comply with any other requirement of the RFP - \$1000 per instance.
- Failure to submit an acceptable required corrective action plan - \$1000 per instance.
- Failure to follow Medicaid criteria and/or directives in approval/denial of institutional reviews; inpatient record reviews - submission of corrective action plan for first instance, then \$1,000 for the next instance. Each subsequent instance shall be increased by \$ 1,000, not to exceed \$ 5,000 per instance.

- Failure to maintain adequate staffing levels necessary to perform the requirements of the RFP - \$1,000 per instance.
- Misrepresentation or falsification of information furnished to CMS, to the State, to an enrollee, potential enrollee, or health care provider -\$5,000 per instance.
- Unauthorized use of information shall be associated with breach of contract in the amount of \$10,000 per instance.
- Failure to safeguard confidential information of providers, recipients, or the Medicaid program shall be subject to the imposition of \$10,000 per instance associated with breach of contract along with Contractor paying any penalties incurred by Medicaid for said infractions.

In addition,

- The selected Contractor shall be liable for any disallowance of Federal Financial Participation incurred by Medicaid due to the Contractor's failure to comply with the terms of the contract. Total dollars may include state funds as well as federal funds.
- Imposition of damages for costs associated with breach of contract may be in addition to other contract remedies and does not waive Medicaid's right to terminate the contract.
- Contractor shall receive written notice from Medicaid upon a finding of failure to comply with contract requirements, which contains a description of the events that resulted in such a finding.
- Contractor shall be allowed to submit rebuttal information or testimony in opposition to such findings.
- Medicaid shall make a final decision associated with breach of contract.

J. Operational Requirements

Contractor shall have hours of operation of Monday-Friday, between 8:00 a.m. through 5:00 p.m., Central Standard Time, excluding holidays as listed below:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor shall be responsible for maintaining a minimum of two call center lines for direct access by callers for telephone inquiry and a minimum of two dedicated FAX lines for written inquiries and forms. A telephone message shall be provided informing callers to leave messages. It shall also notify callers during off-hours of the established business hours.

The Contractor agrees to enter into a contract with Medicaid's Fiscal Agent, Gainwell, to ensure a secure virtual private network (VPN) connection. The Contractor will be responsible for entering and/or interfacing with Medicaid's Decision Support System (DSS) for claims data.

Contractor shall install and maintain the necessary hardware, software, and secure, encrypted data connections necessary to access the Medicaid system. A high-speed VPN connection to the Medicaid Agency Fiscal Agent's Data Center (DC) is recommended. Current charges for site-to-site VPN to the DC include a setup fee of \$1,600 and quarterly maintenance of \$1,350. Gainwell will bill subscriber to maintain the site-to-site VPN connection. Subscriber agrees to pay within 30 days of the date of the invoice. Any prorated amounts will be determined by mutual agreement. Gainwell shall re-evaluate charges every twelve months. The minimum requirements for configuration of a desktop to be used to access the Medicaid system are as follows:

CPU- 3.0GHz, P4, 800FSB

Cache- IMB 1.2 Cache

Connectivity- 10/100/1000 NIC

Windows PC with a OS version no older than 1 version previous to the current version (N-1) with a network interface.

With minimum 4GB ram

Minimum browser is Edge for access to InterChange MMIS

The Contractor system responsibilities include:

1. Submission of requests for employee passwords for the Medicaid system.
2. Notifying Medicaid when an issued password is no longer needed due to termination of employment or change in duties within five days.
3. Ensuring that its employees are informed of importance of system security and confidentiality.
4. Documenting and notifying Medicaid of system problems to include type of problem, action(s) taken by Contractor to resolve problem and length of system down-time within eight hours of problem identification. Contractor shall ensure that problem is resolved within 24 hours of system down time.

Medicaid system responsibilities include:

1. Obtain security passwords from the Fiscal Agent upon Contractor request.
2. Serve as liaison between Contractor and Fiscal Agent.

Contractor must have a HIPAA-compliant system with effective security measures to prevent the unauthorized use of, or access to, data. The selected Contractor must maintain confidentiality and only use information from the Agency to fulfill its contractual obligations. The Contractor shall utilize appropriate on-line screens maintained within the MMIS to verify recipient eligibility, including Medicare eligibility, provider eligibility, procedure code coverage and enter approval/denial of a PA request. The Contractor shall have access to the Fiscal Agent's Feith document database where medical documents are maintained, as well as the system-generated PA decision letters and reports to be utilized by the Contractor.

K. Work Plan and Implementation Schedule

Within 30 business days of contract award, the selected Contractor must provide a work plan and implementation schedule to Medicaid in electronic format for approval. Contractor shall complete all prospective, concurrent, and retrospective reviews and prior approval requests of medical equipment, procedures, and inpatient services not completed by previous Contractor, and shall provide support for any

pending fair hearings as directed by Medicaid. The work plan must identify major tasks, the work elements of each task, the resources assigned to the task, the time allotted to each element, and the deliverable items the selected Contractor will produce.

Medicaid Responsibilities

Medicaid will provide oversight of the selected Contractor's activities as follows:

- a. Medicaid will perform a random sample audit of charts, records and forms that have been reviewed or processed by the selected Contractor. The audit schedule will be determined by Medicaid; the audits will be conducted no more frequently than every three months
- b. Medicaid will include in the audit a review of referred charts and records.
- c. Medicaid will provide policy changes for all programs to the Contractor as soon as they are made available.
- d. Medicaid will provide the names and addresses and National Provider Identifier (NPI) numbers of all instate and border hospitals.
- e. Medicaid will monitor and evaluate the selected Contractor's compliance with the requirements of the contract and impose sanctions when necessary.
- f. Medicaid agrees to correspond to inquiries from the selected Contractor in a timely and accurate manner interpreting Medicaid policy so that the selected Contractor is able to respond and provide deliverables as indicated throughout this RFP.
- g. Medicaid shall review and approve any changes in the form of communication to the Provider by the selected Contractor which may include, but is not limited to, changes in form letters, report formats, new forms or new reports, audit or review tools to be used by the selected Contractor
- h. Medicaid shall review the selected Contractor's denials of reviews and shall notify the selected Contractor and Provider when Medicaid deems the record shall be approved.
- i. Medicaid shall review the selected Contractor staff credentials during audits.

III. Pricing

Vendor's response must specify a firm and fixed fee for all aspects of this RFP. The Firm and Fixed Price of each year must be stated in the RFP Cover Sheet on the first page of this document and Appendix C.

IV. General

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, the Agency 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.

This document outlines the qualifications which must be met in order for an entity to serve as Contractor. It is imperative that potential Contractors describe, **in detail**, how they intend to approach the Scope of Work specified in Section II 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 Vendor 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.

V. Corporate Background and References

Entities submitting proposals must:

- a. Provide evidence that the Vendor possesses the qualifications required in this RFP. If a subcontractor is warranted, the Contractor must identify the percentage of work, as measured by the total Proposal price, to be performed by the subcontractor. *All contractor and subcontractor employees must work in the continental United States.*
- b. Provide a description of the Vendor's organization, including
 1. Date established.
 2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
 3. Number of employees and resources.
 4. Names and resumes of Senior Managers and Partners in regards to this contract.
 5. A list of all similar projects the Vendor has completed within the last three years.
 6. A detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project.
 7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
 8. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
 9. Vendor's acknowledgment that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
 10. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.
- c. The contractor and sub-contractor must have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. 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 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.
- d. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. 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.**

The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract.

VI. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-4-110 et. seq. 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 Vendors. 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 Vendor 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. **Vendors 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 Vendor from further consideration. Contact information for the single point of contact is as follows:

<i>Project Director:</i>	Lynne Davenport
<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>	IHRFP@medicaid.alabama.gov

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 the Agency's website at www.medicaid.alabama.gov.

D. Questions Regarding the RFP

Vendors 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

Vendor must submit a statement stating that the Vendor 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.

F. Adherence to Specifications and Requirements

Vendor must submit a statement stating that the Vendor 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 Vendor'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 Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Vendor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor. The Vendor'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 90 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 90-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 Vendor 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 Vendor. The State is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor 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 Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor'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

Vendors must respond to this RFP by utilizing the RFP Cover Sheet to indicate the firm and fixed price for the implementation and updating/operation phase to complete the scope of work.

M. E-Verify Memorandum of Understanding

The proposal response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Vendor has been selected. The Vendor 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 Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the

page as “CONFIDENTIAL”. The Vendor 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 Vendor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

S. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2023-IH-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

T. Copies Required

Vendors must submit one original Proposal with original signatures in ink, one additional hard copy in binder form, plus two electronic copies of the Proposal on CD/DVD or jump drive clearly labeled with the Vendor name. One electronic copy (Word and searchable PDF format) MUST be a complete version of the Vendor’s response and the second electronic (searchable PDF format) 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.

U. Late Proposals

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

V. Proposal Clarifications

The Agency reserves the right to request clarifications with any or all Vendors 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 Vendor must put such clarifications in writing within the specified time frame.

VII. 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 Vendor 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 Vendor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the vendor’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 Vendor is found non-responsive, a written determination will be made a part of the procurement file and mailed to the affected Vendor.

C. Opportunity for Additional Information

The State reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor’s proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the State’s review of a Vendor’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
Corporate Background	10
References	5
Scope of Work	45
Price	40
Total	100

F. Determination of Successful Proposal

The Vendor 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 Vendor’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 Vendor. If the State rejects all proposals, it will notify all Vendors. The State will post the award on the Agency website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

VIII. 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 Vendor 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 November 1, 2023, through October 31, 2025. Alabama Medicaid shall have four, 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 Vendor 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, 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 75.330 and 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 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.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

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 an "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 VENDOR:

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.

Vendor 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	a) BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor’s original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor 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. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor 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 the 2023-IH-01 program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. The response includes (if applicable) an Application of Registration or letter/form showing the application has been made with the Secretary of State.
<input type="checkbox"/>	11. The response includes an E-Verify MOU 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:* Contract Review Report for Submission to Oversight Committee
- Attachment B:* Business Associate Addendum
- Attachment C:* Immigration Status
- Attachment D:* Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment E:* Letter Regarding Reporting to Ethics Commission
- Attachment F:* Disclosure Statement
- Attachment G:* Beason-Hammon Certificate of Compliance
- Attachment H:* Governor's Additional Contract Questions

Contract Number #####

CONTRACT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
Contractor's Name

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

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Enter Request for Proposal or Invitation to Bid (Enter Acronym for Contract Type) Number Enter RFP , dated Enter date of RFP 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 Enter Acronym for Contract Type and the price provided on the Enter Acronym for Contract Type Cover Sheet response, in an amount not to exceed Enter Not to Exceed Amount.

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is Enter Begin Date to Enter End Date.

This contract specifically incorporates by reference the Enter Acronym for Contract Type, any attachments and amendments thereto, and Contractor's response.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.

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.

In compliance with Act 2016-312, 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.

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

CONTRACTOR NAME

Alabama Medicaid Agency

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

Contractor Signature

Stephanie McGee Azar
Commissioner

Tax ID: _____

Date signed: _____

Date signed: _____

APPROVED:

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.

Kay Ivey
Governor, State of Alabama

Legal Counsel

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

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

Contractor Information

Name of Governmental Body or Purchasing Agency: _____

Name of Contractor: _____

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

Is Contractor a Sole Source? YES _____ NO _____ (If Yes, Attach Sole Source Approval from the Chief Procurement Officer)

Is Contractor organized as an Alabama Entity in Alabama? YES _____ NO _____

If No, is Contractor Registered with Alabama Secretary of State to do Business in Alabama? YES _____ NO _____

List the Members/Owners (e.g. John Smith) of the Contracting Entity _____

Is Contractor a minority-owned business? YES _____ NO _____ Is Contractor a woman-owned business? YES _____ NO _____

Does Contractor have current member of Legislature or family member of Legislator employed? YES _____ NO _____

Is a Lobbyist/Consultant Affiliated with this Contractor OR Used to Secure this Contract? YES _____ NO _____

If Yes, Give Name: _____

Contract Information

Contract Number: _____ (See Fiscal Policies & Procedures Manual)

Contract Amount: \$ _____ (Put Amount You Are Asking For Today Only; See Fiscal Policies & Procedures Manual)

% 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 AMENDMENT or RENEWAL, Complete A through C: If AMENDMENT, will it extend time? YES _____ NO _____

[A] ORIGINAL contract amount total \$ _____

[B] Contract Amount Total prior to this amendment or renewal \$ _____

[C] Contract Amount Total after this amendment or renewal \$ _____

RFP:

Was Contract Secured through RFP Process? YES _____ NO _____ If RFQ, Answer RFQ Questions Below.

Date the RFP was solicited: _____ AND Date the RFP was awarded: _____

Was Contract Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>? YES _____ NO _____

If NO, give a brief explanation, including any statutory exemption, as to why not: _____

RFQ:

Was Contract Secured through RFQ Process? YES _____ NO _____ Date RFQ was solicited: _____ Date RFQ awarded: _____

Posted to Division of Construction Management Website? http://dcms.alabama.gov/ae_qualifications.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 Governmental or Agency Head

Signature of Contractor

Printed Name of Governmental or Agency Head

Printed Name of Contractor

Governmental or Agency Contact: _____ Phone: _____

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE AGREEMENT

Revised 06/2019

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. Business Associate agrees to perform the following services for or on behalf of Covered Entity: [Enter a description below of the service(s) to be provided with sufficient detail to ensure clarity. Delete this parenthetical guidance from the document prior to execution.]
-
-

- 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 Agreement 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 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

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 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, Business Associate may

- 4.1.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as agreed to, 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 Business Associate'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 Business Associate no longer provides agreed upon services to the Covered Entity.

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, 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 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.2 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.

8.3 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

Date

Clay Gaddis

Printed Name

Privacy Officer

Title

BUSINESS ASSOCIATE

Signature

Date

Printed Name

Title

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

**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.



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.)



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

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(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

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

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.

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): Enter brief contract description by and between Enter Contractor Name (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

**GOVERNOR'S ADDITIONAL CONTRACT QUESTIONS
FOR PERSONAL AND PROFESSIONAL SERVICES CONTRACTS**

PART I. Mark the statutory basis for the claimed exemption from the requirement of "competitive bidding, on sealed bids, to the lowest responsible bidder," Ala. Code § 41-16-20, and any applicable requirements relating to procurement of professional services. See Ala. Code §§ 41-16-72 to -79. Then check all boxes that apply beneath the claimed exemption(s).

- § 41-16-20
- § 41-16-21(a)
- § 41-16-21(b)
- § 41-16-21.1
- § 41-16-21.2
- § 41-16-72(1) (attorneys)
- Litigation (Hourly)
- DAG appointment letter attached
- Governor's rate approval letter attached
- Litigation (Contingency Fee)
- DAG appointment letter attached
- Written determination attached as required by § 41-16-72(1) f.2.
- Fee within limits prescribed by § 41-16-72(1)f.3. or AG's written authorization for exceeding limits is attached
- AG's standard contract addendum attached per § 41-16-72(1)f.7.
- Non-litigation - Justification letter attached for not using in-house counsel or AG
- § 41-16-72(1)(d) (experts)
- § 41-16-72(2) (physicians) – Provider selected from AMLC list
- § 41-16-72(3) (architects, engineers, etc.)
- RFP or other notice of need for professional services was widely disseminated to the professional community in a full and open manner
- The contract fees are within the approved fee schedule
- § 41-16-72(4) (other professional: _____)
- Proposals were solicited from providers on list obtained from Purchasing Division
- Fees of selected provider do not exceed lowest qualified proposal by 10% or more
- If fees exceed lowest qualified proposal by 10%, justification letter is attached
- § 41-16-72(7) (exempted agencies)
- § 41-16-74 (GSA provider)
- § 41-16-75 (sole source provider)
- No other goods or services can meet the needs of the agency, and no other vendor offers substantially equivalent goods or services that can accomplish the purposes of this contract
- Detailed justification/explanation letter attached
- Written approval from Purchasing Director or Finance Director attached
- § 41-16-78 (other exemptions/exceptions)

Questions about this form and any suggestions for revisions may be sent to the Governor's Legal Office (334) 242-7120 or teresa.lee@governor.alabama.gov

PART II. Complete this section ONLY if contract was awarded by RFP or RFQ. Check all that apply.										
<input type="checkbox"/> Solicitation was posted to online database as required by § 41-4-66. <input type="checkbox"/> The solicitation was distributed to how many providers? <input type="checkbox"/> The agency received responses/proposals from how many providers? <input type="checkbox"/> Explanation of how proposals were evaluated: <hr/> <hr/> <hr/>										
PART III. Complete this section ONLY if contract is for IT (Information Technology) related services.										
<input type="checkbox"/> Contract is for professional services such as IT consulting or custom software/system design and development, <u>not for off-the-shelf software or off-the-shelf cloud-based product.</u> <input type="checkbox"/> Written approval of OIT attached per § 41-4-285 If exemption from OIT approval is claimed, please explain basis: <hr/> <hr/>										
PART IV. Complete this section ONLY if contract is for personal services (employer-employee relationship).										
<input type="checkbox"/> Approved by State Personnel Department or its Board in accordance with Section 5-5 of the State of Alabama Fiscal Policy and Procedures Manual										
PART V. COMPLETE THIS SECTION FOR ALL CONTRACTS.										
<input type="checkbox"/> Contract is limited to personal/professional services; any goods provided in conjunction with contract have been purchased by competitive bid in accordance with § 41-16-20. <input type="checkbox"/> Contract does not contain a waiver of sovereign immunity. <input type="checkbox"/> Contract does not require the state to indemnify. <input type="checkbox"/> Contract contains all required clauses: <table style="margin-left: 20px; border: none;"> <tr> <td><input type="checkbox"/> Early termination clause on page:</td> <td style="text-align: right;"><u>RFP Pg</u></td> </tr> <tr> <td><input type="checkbox"/> Alternative Dispute Resolution clause on page:</td> <td style="text-align: right;"><u>RFP Pg</u></td> </tr> <tr> <td><input type="checkbox"/> Merit System Exclusion clause on page:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td><input type="checkbox"/> Beason-Hammon (immigration) clause on page:</td> <td style="text-align: right;"><u>Contract Amendment</u></td> </tr> <tr> <td><input type="checkbox"/> No-boycott (i.e. free trade) clause on page:</td> <td style="text-align: right;"><u>Contract Pg 1</u></td> </tr> </table> <input type="checkbox"/> Disclosure statement required by § 41-16-82 is attached (or contract is for \$5,000 or less). I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge. <div style="text-align: right; margin-top: 20px;"> _____ Agency/Department Head </div>	<input type="checkbox"/> Early termination clause on page:	<u>RFP Pg</u>	<input type="checkbox"/> Alternative Dispute Resolution clause on page:	<u>RFP Pg</u>	<input type="checkbox"/> Merit System Exclusion clause on page:	_____	<input type="checkbox"/> Beason-Hammon (immigration) clause on page:	<u>Contract Amendment</u>	<input type="checkbox"/> No-boycott (i.e. free trade) clause on page:	<u>Contract Pg 1</u>
<input type="checkbox"/> Early termination clause on page:	<u>RFP Pg</u>									
<input type="checkbox"/> Alternative Dispute Resolution clause on page:	<u>RFP Pg</u>									
<input type="checkbox"/> Merit System Exclusion clause on page:	_____									
<input type="checkbox"/> Beason-Hammon (immigration) clause on page:	<u>Contract Amendment</u>									
<input type="checkbox"/> No-boycott (i.e. free trade) clause on page:	<u>Contract Pg 1</u>									

Appendix C: Pricing

	Months	Monthly Firm and Fixed Rate	Annual Cost (Months X Monthly Firm and Fixed Rate)
Year 1	12		
Year 2	12		
Year 3	12		
Year 4	12		
Year 5	12		
TOTAL 5 Year Firm and Fixed Price			

The Contractor must utilize this Pricing Form to provide their Total 5 Year Firm and Fixed Price by year.

Appendix D: Active Hospitals Instate and Out of State Bordering

Name	Provider NPI ID	Complete Street Address	City/State/ Zip
ADVENTHEALTH DAYTONA BEACH	1063426823	301 MEMORIAL MEDICAL PKWY	DAYTONA BEACH,FL 32117-5167
AIKEN REGIONAL MEDICAL CENTER	1467448498	302 UNIVERSITY PKWY	AIKEN,SC 29801-6302
ALL CHILDREN'S HOSPITAL	1427114099	501 6TH AVENUE SOUTH	ST PETERSBURG,FL 33701-4816
BAPTIST HEALTH SYSTEM	1598744856	8811 VILLAGE DR	SAN ANTONIO,TX 78217-5415
BAPTIST MEMORIAL HOSP DESOTO	1194789818	7601 SOUTHCREST PKWY	SOUTHAVEN,MS 38671-4739
BAPTIST MEMORIAL HOSPITAL	1578527172	6019 WALNUT GROVE RD	MEMPHIS,TN 38120-2113
BILOXI HMA LLC DBA MERIT HEALTH BILOXI	1972557064	150 REYNOIR ST	BILOXI,MS 39530-4130
BLOUNT MEMORIAL HOSPITAL	1619939071	907 E LAMAR ALEXANDER PKWY	MARYVILLE,TN 37804-5015
BRONSON BATTLE CREEK HOSPITAL	1083644579	300 NORTH AVE	BATTLE CREEK,MI 49017-3307
CARILION ROANOKE MEMORIAL HOSPITA	1033102942	1906 BELLEVIEW AVE SE	ROANOKE,VA 24014-1838
CENTENNIAL MEDICAL CENTER	1023055126	2300 PATTERSON STREET	NASHVILLE,TN 37203-1538
CHILDRENS HEALTH CARE MPLS	1881793750	2525 CHICAGO AVE	MINNEAPOLIS,MN 55404-4518
CHILDREN'S HOSPITAL COLORADO	1336245828	13123 E 16TH AVE	AURORA,CO 80045-7106
CHILDREN'S HOSPITAL COLORADO	1710348214	469 W STATE HWY 7	BROOMFIELD,CO 80023-8965
CHILDRENS HOSPITAL CORP	1710087127	300 LONGWOOD AVE	BOSTON,MA 02115-5724
CUMBERLAND HOSPITAL	1871507699	9407 CUMBERLAND ROAD	NEW KENT,VA 23124-2029
DESERT SPRINGS HOSPITAL MEDICAL CENTER	1154317964	2075 E FLAMINGO RD	LAS VEGAS,NV 89119-5188
DISTRICT HOSPITAL PARTNERS, LP	1487640207	900 23RD ST NW	WASHINGTON,DC 20037-2342
DOCTORS HOSPITAL OF AUGUSTA	1912951963	3651 WHEELER RD	AUGUSTA,GA 30909-6426
DOCTORS HOSPITAL OF LAREDO	1396731105	10700 MCPHERSON RD	LAREDO,TX 78045-6268
DOCTORS MEDICAL CENTER OF MODESTO INC	1184654923	1441 FLORIDA AVE	MODESTO,CA 95350-4405
FORT WALTON BEACH MEDICAL CENTER	1639128820	1000 MAR WALT DR	FORT WALTON BEACH,FL 32547-6708
GOOD SAMARITAN MEDICAL CENTER	1770515991	1309 N FLAGLER DRIVE	W PALM BEACH,FL 33401-3406
GRADY MEMORIAL HOSPITAL	1992799050	80 JESSE HILL JR DR SE	ATLANTA,GA 30303-3050
GRAND STRAND REG MED CENTER	1083668669	809 82ND PARKWAY	MYRTLE BEACH,SC 29572-
GULF COAST MEDICAL CTR	1699721589	449 W 23RD ST	PANAMA CITY,FL 32405-4507
HENDERSONVILLE MEDICAL CENTER	1538114434	355 NEW SHACKLE ISLAND RD	HENDERSON,TN 37075-2479

HH KILLEEN HEALTH SYSTEM LLC	1841562709	850 W CENTRAL TEXAS EXPY	HARKER HEIGHTS,TX 76548-1890
JACKSON-MADISON CO GEN HOSP	1093705428	620 SKYLINE DRIVE	JACKSON,TN 38301-3923
LANCASTER HOSPITAL CORPORATION	1508856535	38600 MEDICAL CENTER DR	PALMDALE,CA 93551-4483
LEBONHEUR CHILDRENS MEDICAL	1558365890	848 ADAMS AVE	MEMPHIS,TN 38103-0000
LEE MEMORIAL HOSPITAL	1558302570	2776 CLEVELAND AVE	FORT MYERS,FL 33901-5864
LEESBURG REG MEDICAL CENTER DBA UF LEESBURG HOSPIT	1245226190	600 EAST DIXIE AVE	LEESBURG,FL 34748-5925
MARY WASHINGTON HOSPITAL INC	1942288527	1001 SAM PERRY BLVD	FREDERICKSBUR G,VA 22401-4453
MAT-SU REGIONAL MEDICAL CENTER	1417975061	2500 S WOODWORTH LOOP	PALMER,AK 99645-8984
MAURY REGIONAL HOSPITAL	1861479545	1224 TROTWOOD AVE	COLUMBIA,TN 38401-4802
MCALLEN HOSPITALS, LP	1770573586	1102 W TRENTON RD	EDINBURG,TX 78539-9105
MEDICAL UNIVERSITY OF OHIO AT TOLEDO	1811971302	3000 ARLINGTON AVE	TOLEDO,OH 43614-2595
MEMORIAL HOSP AT GULFPORT	1073606901	4500 13TH ST	GULFPORT,MS 39501-2515
MEMORIAL HOSPITAL-JACKSONVIL	1447206438	3625 UNIVERSITY BLVD SO	JACKSONVILLE,FL 32245-
MERCY HOSPITAL SOUTH	1568481984	10010 KENNERLY RD	SAINT LOUIS,MO 63128-2106
MERCY HOSPITAL SPRINGFIELD	1578504056	1235 E CHEROKEE ST	SPRINGFIELD,MO 65804-2203
MERIT HEALTH CENTRAL	1033163092	1850 CHADWICK DR	JACKSON,MS 39204-3404
METHODIST HEALTHCARE MEMPHIS HOSPITALS	1558365890	3960 NEW COVINGTON PIKE	MEMPHIS,TN 38128-2504
METHODIST HEALTHCARE - OLIVE BRANCH HOSPITAL	1912341439	4250 BETHEL RD	OLIVE BRANCH,MS 38654-8737
METHODIST HOSP OF MEMPH	1558365890	1265 UNION AVE	MEMPHIS,TN 38104-3415
NATIONWIDE CHILDREN'S HOSPITAL	1134152986	700 CHILDRENS DR	COLUMBUS,OH 43205-2639
NORTHSIDE HOSPITAL INC- NORTHSIDE HOSPITAL ATLANTA	1457396079	1000 JOHNSON FERRY RD	ATLANTA,GA 30342-1606
NORTHSIDE HOSPITAL INC- NORTHSIDE HOSPITAL CHEROKEE	1225050396	450 NORTHSIDE CHEROKEE BLVD	CANTON,GA 30115-8015
NORTHSIDE HOSPITAL INC- NORTHSIDE HOSPITAL DULUTH	1790715381	3620 HOWELL FERRY RD	DULUTH,GA 30096-3178
NORTHSIDE HOSPITAL INC- NORTHSIDE HOSPITAL FORSYTH	1376574277	1200 NORTHSIDE FORSYTH DR	CUMMING,GA 30041-7659
NORTHSIDE HOSPITAL INC- NORTHSIDE HOSPITAL GWINNET	1952340994	1000 MEDICAL CENTER BLVD	LAWRENCEVILLE, GA 30046-7694
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC	1467442418	1501 S COULTER ST	AMARILLO,TX 79106-1770
OCALA REGIONAL MEDICAL CENTER	1841237930	1431 SW 1ST AVE	OCALA,FL 34471- 6500
OCHSNER CLINIC FOUNDATION H	1811973100	1516 JEFFERSON HIGHWAY	NEW ORLEANS,LA 70121-2429
OUR LADY OF THE LAKE RMC	1366436123	5000 HENNESSY BLVD	BATON ROUGE,LA 70808-4375
PHOEBE PUTNEY MEM HOSPITAL INC	1992789721	417 W 3RD AVE	ALBANY,GA 31701-1943
PIEDMONT MEDICAL CENTER	1457382483	222 S HERLONG AVE	ROCK HILL,SC 29732-1158

POUDRE VALLEY HOSPITAL	1760492714	1024 SOUTH LEMAY AVE	FORT COLLINS,CO 80524-3929
PROVIDENCE MEMORIAL HOSPITAL	1700801909	2001 N OREGON ST	EL PASO,TX 79902-3320
RESOLUTE HOSPITAL COMPANY LLC	1427472463	555 CREEKSIDE XING	NEW BRAUNFELS,TX 78130-2594
SAINT FRANCIS HOSPITAL	1952326977	5959 PARK AVE	MEMPHIS,TN 38119-5200
SAINT FRANCIS HOSPITAL-BARTLETT	1811929151	2986 KATE BOND RD	MEMPHIS,TN 38133-4003
SAINT MARY'S MEDICAL CENTER	1952333205	901 45TH ST	WEST PALM BEACH,FL 33407- 2413
SARASOTA MEMORIAL HOSPITAL	1245294826	1700 S TAMIAMI TRL	SARASOTA,FL 34239-3509
SHELBY COUNTY HEALTH CARE CORPORATION	1144213117	877 JEFFERSON AVE	MEMPHIS,TN 38103-2807
SHRINERS HOSPITALS FOR CHILDREN	1326187097	950 W FARIS RD	GREENVILLE,SC 29605-4277
SHRINERS HOSPITALS FOR CHILDREN	1558404632	3551 N BROAD ST	PHILADELPHIA,PA 19140-4160
SHRINERS HOSPITALS FOR CHILDREN	1659590644	ONE CHILDREN'S PLAZA- 2 WEST	DAYTON,OH 45404-1815
SHRINERS HOSPITALS FOR CHILDREN	1669513941	815 MARKET ST	GALVESTON,TX 77550-2725
SHRINERS HOSPITALS FOR CHILDREN	1942343447	4400 CLAYTON AVE	ST LOUIS,MO 63110-1624
SHRINERS HOSPITALS FOR CHILDREN	1962530451	2425 STOCKTON BLVD	SACRAMENTO,CA 95817-2215
SINAI HOSPITAL OF BALTIMORE	1154623791	2401 W BELVEDERE AVE	BALTIMORE,MD 21239-
SINGING RIVER GULFPORT	1639797913	15200 COMMUNITY RD	GULFPORT,MS 39503-3085
SKYLINE MEDICAL CENTER	1295780476	3441 DICKERSON PIKE	NASHVILLE,TN 37207-2539
SOUTHERN HILLS MEDICAL CENTER	1720032345	391 WALLACE RD	NASHVILLE,TN 37211-4851
ST ELIZABETH COMMUNITY HOSPITAL	1083732853	2550 SISTER MARY COLUMBA DR	RED BLUFF,CA 96080-4327
ST JOSEPH HOSPITAL	1023060472	702 VAN BUREN ST	FT WAYNNE,IN 46802-3697
ST JUDE CHILDRENS RESEARCH H	1033112230	262 DANNY THOMAS PLACE	MEMPHIS,TN 38105-2794
ST LOUIS CHILDREN'S HOSPITAL	1992727663	ONE CHILDRES'S PLACE	ST LOUIS,MO 63110-1002
STONECREST MEDICAL CENTER	1992776405	200 STONECREST BLVD	SMYRNA,TN 31767-6810
ST. VINCENT INFIRMARY MEDICAL CENTER	1780684431	2 SAINT VINCENT CIR	LITTLE ROCK,AR 72205-5423
SUMMIT MEDICAL CENTER	1982650024	5655 FRIST BLVD	HERMITAGE,TN 37076-2053
TALLAHASSEE COMMUNITY HOSPIT	1790732303	2626 CAPITAL MEDICAL BLVD	TALLAHASSEE,FL 32308-4402
TALLAHASSEE MEMORIAL HOSPITA	1437177664	1607 ST JAMES COURT SUITE 1	TALLAHASSEE,FL 32308-5352
TAMPA GENERAL HOSPITAL	1235196510	1 TAMPA GENERAL CIR	TAMPA,FL 33606- 3571
TENET HOSPITALS LIMITED	1215969787	1625 MEDICAL CENTER DR	EL PASO,TX 79902-5005
TEXAS CHILDRENS HOSPITAL	1477643690	6621 FANNIN ST	HOUSTON,TX 77030-2303

THE CHILDRENS HOSP OF PHILA	1215921457	3401 CIVIC CENTER BLVD	PHILADELPHIA,PA 19104-4319
UF HEALTH SHANDS HOSPITAL	1699874248	1600 SW ARCHER RD	GAINESVILLE,FL 32610-3003
UHS OF OKLAHOMA LLC	1417947466	305 S 5TH ST	ENID,OK 73701- 5832
UHS OF TEXOMA, INC.	1851390967	5016 SOUTH US HWY 75	DENISON,TX 75020-4584
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC	1245221050	36485 INLAND VALLEY DR	WILDOMAR,CA 92595-9681
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	1548393127	1800 W CHARLESTON BLVD	LAS VEGAS,NV 89102-2329
UNIVERSITY OF KENTUCKY MED C	1518911338	800 ROSE STREET	LEXINGTON,KY 40536-0001
UNIVERSITY OF MINNESOTA MEDICAL CENTER	1013994359	2450 RIVERSIDE AVE	MINNEAPOLIS,MN 55454-1450
UNIVERSITY OF TENNESSEE MEMO	1538164090	1924 ALCOA HIGHWAY	KNOXVILLE,TN 37920-
VALLEY HOSPITAL MEDICAL CENTER	1417947490	620 SHADOW LN	LAS VEGAS,NV 89106-4119
VALLEY MEDICAL CENTER	1649209230	400 S 43RD ST	RENTON,WA 98055-5714
VANDERBILT CHILDREN'S HOSPITAL	1396882205	2200 CHILDRENS WAY	NASHVILLE,TN 37232-0034
VANDERBILT UNIVERSITY MEDICAL CENTER	1396882205	1211 MEDICAL CENTER DR	NASHVILLE,TN 37232-0004
VHS BROWNSVILLE HOSPITAL COMPANY LLC	1184911877	1040 W JEFFERSON ST	BROWNSVILLE,TX 78520-6338
VHS OF ARROWHEAD INC	1326022765	18701 N 67TH AVE	GLENDALE,AZ 85308-7101
WELLINGTON REGIONAL MEDICAL CENTER	1720078702	10101 FOREST HILL BLVD	WELLINGTON,FL 33414-6103
WELLSTAR COBB HOSPITAL	1467420448	3950 AUSTELL RD	AUSTELL,GA 30106-1121
WELLSTAR DOUGLAS HOSPITAL	1649247974	8954 HOSPITAL DR FRNT	DOUGLASVILLE,G A 30134-5604
WELLSTAR KENNESTONE HOSPITAL	1649248626	677 CHURCH ST NE	MARIETTA,GA 30060-1148
WELLSTAR NORTH FULTON HOSPITAL, INC	1750312997	3000 HOSPITAL BLVD	ROSWELL,GA 30076-4915
WELLSTAR PAULDING HOSPITAL	1457329435	2518 JIMMY LEE SMITH PKWY	HIRAM,GA 30141- 2068
WELLSTAR SPALDING REGIONAL HOSPITAL INC	1972535318	601 S 8TH ST	GRIFFIN,GA 30224-4213
WELLSTAR SYLVAN GROVE HOSPITAL INC	1619997079	1050 MCDONOUGH RD	JACKSON,GA 30233-1524
WEST TENNESSEE HEALTHCARE DYERSBURG HOSPITAL	1043282338	400 E TICKLE ST	DYERSBURG,TN 38024-3120
WYOMING MEDICAL CENTER	1346332954	1233 E 2ND ST	CASPER,WY 82601-2988

ALLIANCE HEALTH CENTER INC	1831184951	5000 HIGHWAY 39 N	MERIDIAN,MS 39301-1021
ANDERSON REGIONAL MEDICAL CENTER	1649226952	2124 14TH ST	MERIDIAN,MS 39301-4040
ANDERSON REGIONAL MEDICAL CENTER SOUTH CAMPUS	1215233986	1102 CONSTITUTION AVE	MERIDIAN,MS 39301-4001
ANDERSON REGIONAL SOUTH CAMPUS REHABILITATION UNIT	1114223880	1102 CONSTITUTION AVE	MERIDIAN,MS 39301-4001
ASCENSION SACRED HEART PENSACOLA	1922032424	5151 N 9TH AVE	PENSACOLA,FL 32504-8795

ATRIUM HEALTH FLOYD MEDICAL CENTER	1154377166	304 TURNER MCCALL BLVD SW	ROME,GA 30165-5621
BAPTIST HOSPITAL	1700979465	1000 W MORENO ST	PENSACOLA,FL 32501-2316
BAPTIST MEM HOSP - GOLDEN TR	1609830173	2520 5TH STREET NORTH	COLUMBUS,MS 39705-2008
ERLANGER MEDICAL CENTER	1639264575	975 E THIRD ST	CHATTANOOGA,TN 37403-2112
GREENE COUNTY HOSPITAL	1275796856	1017 JACKSON AVE	LEAKESVILLE,MS 39451-9105
HCA FLORIDA WEST HOSPITAL	1639116726	8383 N DAVIS HWY	PENSACOLA,FL 32514-6039
HILLSIDE HOSPITAL LLC	1841388519	1265 E COLLEGE ST	PULASKI,TN 38478-4541
JAY HOSPITAL	1912918277	14114 ALABAMA ST	JAY,FL 32565-1219
MONROE HEALTH SERVICES, INC.	1164993457	1105 EARL FRYE BLVD	AMORY,MS 38821-5500
NORTH MISSISSIPPI MED CTR	1598875460	830 S GLOSTER ST	TUPELO,MS 38801-4934
OCHSNER RUSH MEDICAL CENTER	1770543399	1314 19TH AVE	MERIDIAN,MS 39301-4116
PARKRIDGE EAST HOSPITAL	1659321198	941 SPRING CREEK RD	CHATTANOOGA,TN 37412-3909
PARKRIDGE MEDICAL CENTER	1104874684	2333 MCCALLIE AVE	CHATTANOOGA,TN 37404-3258
REDMOND REGIONAL MEDICAL CENTER	1508810565	501 REDMOND RD NW	ROME,GA 30165-1415
SINGING RIVER HOSPITAL	1124136593	2809 DENNY AVENUE	PASCAGOULA,MS 39567-2502
ST FRANCIS HOSPITAL	1033228168	2122 MANCHESTER EXPY	COLUMBUS,GA 31904-6804
TANNER MEDICAL CENTER INC	1801883780	705 DIXIE ST	CARROLLTON,GA 30117-3818
THE MEDICAL CENTER INC	1255401519	710 CENTER ST	COLUMBUS,GA 31901-1527
TISHOMINGO HOSPITAL	1548376700	1777 CURTIS DRIVE	IUKA,MS 38852-1129
TMC/HIGGINS GENERAL HOSPITAL	1194712083	200 ALLEN MEMORIAL DRIVE	BREMEN,GA 30110-2012
TMC/VILLA RICA HOSPITAL	1851388748	601 DALLAS HWY	VILLA RICA,GA 30180-1202
WAYNE GENERAL HOSPITAL	1679559983	950 MATTHEW DR	WAYNESBORO,MS 39367-2590



State of Alabama Solicitation

Solicitation RFP 062 23000000075	Document Phase Final	Document Description Inpatient Hospital Quality Assurance
Procurement Folder 1805402	Creation Date 08/07/23	Print Date 08/08/23

Request for Proposals

CONTACTS

Contact Name	E-mail	Phone
Requestor: Info RFP	RFP@medicaid.alabama.gov	334-353-3785
Issuer: Joseph Showalter	joseph.showalter@medicaid.alabama.gov	334-353-3652
Buyer: Info RFP	RFP@medicaid.alabama.gov	334-353-3785

Bids will be accepted from: 08/14/23
to: 09/07/23

**All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures
Should be Directed To The Buyer Contact Listed Above.**

COMMODITY INFORMATION

Group: 1	Line: 1	Line Type: Service
Commodity Code: PRF15		Quantity:
Commodity Description: MEDICAL/HEALTH SERVICES		Unit:
Extended Description:		

MEDICAL/HEALTH SERVICES

SHIPPING AND BILLING

Shipping

Medicaid Headquarters Shipping
501 Dexter Avenue
Montgomery, AL 36104

Delivery Date:

Billing

Medicaid Headquarters Billing
501 Dexter Avenue
Montgomery, AL 36104

Delivery Type:

	Document Phase	Document Description	Page 2
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as 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 after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

4. Changes to RFP; Changes to 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.

5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State 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

	Document Phase	Document Description	Page 3
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State 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.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to 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.

13. Dispute Resolution

	Document Phase	Document Description	Page 4
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

	Document Phase	Document Description	Page 5
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

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.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any 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.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

	Document Phase	Document Description	Page 6
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

	Document Phase	Document Description	Page 7
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

	Document Phase	Document Description	Page 8
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

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. of the 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 <https://alison.legislature.state.al.us/contract-review>. 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.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

	Document Phase	Document Description	Page 9
23000000075	Final	Inpatient Hospital Quality Assurance	Total Pages: 9

All questions concerning this RFP must be directed to:

IHRFP@medicaid.alabama.gov

Amendment 1 to RFP 2023-IH-01

08/31/2023

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2023-IH-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. Section VIII., General Terms and Conditions, page 27, changed as follows:

Currently Reads as:

The initial contract term shall be for two years effective November 1, 2023, through October 31, 2025. Alabama Medicaid shall have four, 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 Vendor 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.

Revised as:

The initial contract term shall be for two years effective November 1, 2023, through October 31, 2025. 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 Vendor 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.

II. Section II., Scope of Work, page 8, changed as follows:

Currently Reads as:

Reviews must be based on a quarterly calendar year from January to December. Samples must be based on retrospective dates of service that are six months prior to the selection date and for a one quarter timeframe. The initial medical record review will be selected on October 1, 2023, and will be based on dates of service from April 1, 2023, through June 30, 2023.

Revised as:

Reviews must be based on a quarterly calendar year from January to December. Samples must be based on retrospective dates of service that are six months prior to the selection date and for a one quarter timeframe. The initial medical record review will be selected on November 1, 2023, and will be based on dates of service from April 1, 2023, through June 30, 2023.

III. Section II., Scope of Work, page 18, changed as follows:

Currently Reads as:

Contractor shall complete all prospective, concurrent, and retrospective reviews and prior approval requests of medical equipment, procedures, and inpatient services not completed by previous Contractor, and shall provide support for any pending fair hearings as directed by Medicaid.

Remove:

~~Contractor shall complete all prospective, concurrent, and retrospective reviews and prior approval requests of medical equipment, procedures, and inpatient services not completed by previous Contractor, and shall provide support for any pending fair hearings as directed by Medicaid.~~

I hereby acknowledge the receipt of Amendment 1 to RFP 2023-IH-01.

Authorized Vendor Signature

Date

Vendor Organization

RFP # 2023-IH-01
Inpatient Hospital Quality Assurance
Proposer Questions and Agency Answers
08/31/2023

Question ID:	1
Date Question Asked:	8/21/2023
Question:	In A. Medical Record Selection, it is stated that that the contractor must “Review a five percent sample of each hospital’s admissions.” How many cases has this included per quarter over the past two years?
Section Number:	II.A
RFP Page Number:	8
Agency Answer:	Q3 2020-1314'; Q4 2020-1289' Q1 2021-1296; Q2 2021-1352; Q3 2021-1390; Q4 2021-1347; Q1 2022-1323; Q2 2022;-1329
Question ID:	2
Date Question Asked:	8/21/2023
Question:	How would any future enhancements to the MMIS or Gainwell VPN be managed by the QIO Contractor, assuming the enhancements impact operations described within the RFP? Must any planning and budgeting for such enhancements be included in the proposed fixed price?
Section Number:	II.J
RFP Page Number:	17-18
Agency Answer:	17-The Contractor agrees to enter into a contract with Medicaid’s Fiscal Agent, Gainwell; this item would be between the Contractor and the Fiscal Agent.
Question ID:	3
Date Question Asked:	8/21/2023
Question:	Given the short turnaround time from the estimated response to questions to the proposal due date (7 business days), would the Agency consider extending the due date of the proposal by two weeks?
Section Number:	B
RFP Page Number:	
Agency Answer:	No.

Question ID:	4
Date Question Asked:	8/21/2023
Question:	RFP Section I (p.7) states the Agency is requesting proposals from a qualified Quality Improvement Organization (QIO) entity. Per the Centers for Medicare & Medicaid Services (CMS), under Section 1902 (d) of the Social Security Act, a State can contract with a QIO or QIO-like entity to perform medical and utilization review functions required by law. Please confirm that if an offeror is certified by CMS as QIO-like under Section 1152 of the Social Security Act, the Agency will accept this certification as meeting the requirement in the RFP.
Section Number:	I
RFP Page Number:	7
Agency Answer:	The Agency is requesting proposals from qualified Quality Improvement Organization (QIO) entities
Question ID:	5
Date Question Asked:	8/21/2023
Question:	RFP Section II.A (p.8) states “The initial medical record review will be selected on October 1, 2023...”. Can the Agency please clarify what the expected start date is for the Contractor’s operations phase and whether this date will be negotiated with the selected vendor following contract award?
Section Number:	II.A
RFP Page Number:	
Agency Answer:	Please see Amendment 1
Question ID:	6
Date Question Asked:	8/21/2023
Question:	Approximately how many Utilization Review Plans did the current contractor review in each of the last 3 full years (state fiscal or calendar) to ensure the plan meets federal requirements?
Section Number:	II.A.2
RFP Page Number:	
Agency Answer:	Calendar years. 2020-289; 2021-321; 2022-263

Question ID:	7
Date Question Asked:	8/21/2023
Question:	Approximately how many Medical Care Evaluation studies did the current contractor review in each of the last 3 full years (state fiscal or calendar) to ensure the study meets federal requirements?
Section Number:	II.A.2
RFP Page Number:	
Agency Answer:	Calendar years. 2020-280; 2021-308; 2022-246
Question ID:	8
Date Question Asked:	8/21/2023
Question:	Approximately how many informal reviews did the current contractor process in each of the last 3 full years (state fiscal or calendar)?
Section Number:	II.A.2
RFP Page Number:	
Agency Answer:	2020-4 2021-2 2022-4
Question ID:	9
Date Question Asked:	8/21/2023
Question:	What was the average annual number of fair hearing cases in which the current contractor participated in over the last 3 full years?
Section Number:	II.A.5
RFP Page Number:	
Agency Answer:	1-2 hearings per year per Fair Hearings Coordinator

Question ID:	10
Date Question Asked:	8/21/2023
Question:	RFP Section II.K (p.18) states “Contractor shall complete all prospective, concurrent, and retrospective reviews and prior approval requests of medical equipment, procedures, and inpatient services not completed by previous Contractor, and shall provide support for any pending fair hearings as directed by Medicaid”. a.) Please confirm it was the Agency’s intent in this requirement to include reviews outside of inpatient hospital services (the core scope of this RFP). b.) Please provide the expected backlogged volumes (reviews, requests, hearings) the new Contractor should expect to process for each of these services.
Section Number:	II.K
RFP Page Number:	
Agency Answer:	See Amendment 1
Question ID:	11
Date Question Asked:	8/21/2023
Question:	Please provide the current fees being paid to the current contractor.
Section Number:	III
RFP Page Number:	
Agency Answer:	The Agency is not paying any fees other than the contracted amount.
Question ID:	12
Date Question Asked:	8/21/2023
Question:	Please provide the total amount paid by the Agency to the current contractor in the last full fiscal (or calendar) year?
Section Number:	III
RFP Page Number:	
Agency Answer:	\$499,999.92 in the last 12 months, spanning 2 contracts, neither fiscal or calendar years.

Question ID:	13
Date Question Asked:	8/21/2023
Question:	<p>RFP Section VIII.C (p.27) states “The initial contract term shall be for two years effective November 1, 2023, through October 31, 2025. Alabama Medicaid shall have four, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee.”</p> <p>However, the pricing form in Appendix C (p.53) only allows the bidder to submit pricing for 5 years. Please clarify whether the contract term, including option years, is 5 years or 6 years.</p>
Section Number:	III
RFP Page Number:	27
Agency Answer:	See Amendment 1