



# ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

<b>RFP Number: 2023-ICN-01</b>	<b>RFP Title: Alabama Medicaid Agency Integrated Care Networks</b>
<b>RFP Due Date and Time:</b> June 15, 2023, by 5:00pm Central Time	<b>Number of Pages: 90</b>
<b>PROCUREMENT INFORMATION</b>	
<b>Project Director: Ginger Carmack</b>	<b>Issue Date: April 28, 2023</b>
<b>E-mail Address:</b> ICN.RFP@medicaid.alabama.gov <b>Website:</b> http://www.medicaid.alabama.gov	<b>Issuing Division:</b> Long-Term Care (LTC) Health Care Reform and Development
<b>INSTRUCTIONS TO VENDORS</b>	
<b>Return Proposal to:</b> Alabama Medicaid Agency Attn: Ginger Carmack Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	<b>Mark Face of Envelope/Package:</b> Alabama Medicaid Agency Integrated Care Networks RFP RFP Number: <b>2023-ICN-01</b> <b>RFP Due Date:</b> June 15, 2023, by 5:00 pm CT
<b>VENDOR INFORMATION</b> <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](http://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](http://www.medicaid.alabama.gov).

EVENT	DATE
RFP Issued	04/28/2023
Round 1 Questions Due by 5pm CT	05/09/2023
Posting of Round 1 Questions and Answers	05/16/2023
Round 2 Questions Due by 5pm CT	05/24/2023
Posting of Round 2 Questions and Answers	06/07/2023
Proposals Due by 5 pm CT	06/15/2023
Evaluation Period	06/16/2023-06/29/2023
Readiness Assessment	07/01/2023 – 10/01/2023
**Contract Review Committee	09/07/2023
Official Contract Award/Begin Work	10/01/2023

\* \*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.

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## I. Background

The Alabama Medicaid Agency is requesting proposals from vendors with expertise for a plan to ensure the provisions of comprehensive Primary Care Case Management Program which promotes a person-centered approach to care delivery and enhance the integration of medical and long-term services and support (LTSS) for Medicaid beneficiaries, allowing the provision of Services in the least restrictive setting of their choice. Services required are outlined through this Request for Proposal (RFP). The Vendor shall provide systems, interventions, and processes in place to ensure comprehensive and integrative Case Management that drives person-centered planning, enhances the quality of life of program participants and improves service provision, and health outcomes. The Vendor will be required by the State to operate under all provisions of the Omnibus Budget Reconciliation Act (OBRA) 1990, the Social Security Act, and all applicable state and federal laws. State regulatory authority is derived from Alabama Act No. 2003-297 and Alabama Medicaid Agency Administrative Code Chapters 36, 44, and 64. The projected implementation date of the RFP is 10/01/2023.

The current Alabama Long Term Services and Support (LTSS) system provides institutional care, and Home and Community-Based Services (HCBS) to more than 23,000 elderly and disabled adults who meet the Medicaid financial eligibility requirements for long-term care and demonstrate the need and qualification for Nursing Facility level of care as defined by the Alabama Medicaid Agency (Agency). More than 200 Long-term Care Nursing facilities provide care to more than 23,000 Medicaid beneficiaries each year. There is an average of 14,500 individuals in a Nursing Facility on a daily basis across the State.

Home and Community Based services (HCBS) are available statewide through HCBS Waivers approved by Centers for Medicare and Medicaid Services (CMS). As of 2022, there were **13,030** waiver slots across the two waiver programs intended for inclusion in the Integrated Care Network (ICN) program.

Medicaid beneficiaries receiving services under the State of Alabama Independent Living (SAIL) Waiver or Technology Assisted (TA) Waiver are excluded from this RFP.

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.

Vendor to whom the contract is awarded (herein Contractor) shall be responsible for the performance of all duties contained within this (RFP for a firm and fixed amount. The performance of duties shall include:

1. Provide staff, provider, and community education about LTSS options
2. Provide, Program and Case Management training in a format and process approved by the Agency
3. Provide community and provider outreach.
4. Provide progressive monitoring of LTSS organizations and Case Management Organizations (CMO) providing LTSS; to ensure an adequate network of providers to meet the needs and demands of LTSS options.
5. Drive a shift in the percentage of the LTSS population residing in the HCBS setting, identifying alternatives to nursing home placement.



6. Provide comprehensive and integrative Primary Care Case Management that drives person-centered planning, enhances quality of life, and improves health outcomes; and
7. Monitor the submission of recipient and provider Complaints and Grievances through the CMO
8. Monitor LTSS Critical Incidents processes and systems through the CMO.

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**

The Vendor shall describe, in detail, how they intend to approach the Scope of Work specified in this RFP. The ability to perform these services must be carefully documented, even if the Vendor has been or is currently participating in a Medicaid Program. Entities currently excluded under federal and/or State laws from participation in Medicare/Medicaid or any State's health care programs are prohibited from submitting proposals in response to this RFP.

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 required supporting documentation.

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 Operation Manuals, State Plan for Medical Assistance, Alabama Administrative Code and Code of Federal Regulations (CFR) requirements.

The selected Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within the firm and fixed price for this RFP is shown on the pricing form.

All information and amendments contained in this RFP reflect the best and most accurate information available to the Alabama Medicaid Agency 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.

As part of the proposal, Vendors must acknowledge and comply with all requirements listed in the RFP.

As part of the proposal, Vendors must provide detailed descriptions of all requirements listed in this RFP. Appendix G (Scored Items and Compliance Acknowledgement).

### **A. Defined Terms and Acronyms**

1. The definitions of terms used herein, and the meaning of all acronyms can be found in Appendix I of this RFP. The order of preference for interpreting definition appearing in this RFP is (in descending order of priority):
  - a. Express definitions elsewhere in this RFP;
  - b. Definitions in the Alabama Medicaid Administrative Code;

- c. Definitions in Federal law and regulations including 42 C.F.R. § 438.2; and
  - d. Expressed definitions in the approved Waiver documents
2. For purpose of this RFP, in addition to terms defined elsewhere in this RFP, the terms found in Appendix I have the following meanings when capitalized. If a term below is used without capitalization in this RFP, then the context determines whether the term is intended to be used with the defined meaning.
  3. The Contractor shall use the same definitions outlined in this RFP in any Provider contract, Subcontract, or other agreement the Contractor enters into as part of the ICN Program.

**B. General ICN Requirements**

1. Meet federal definition of a Primary Care Case Management entity (PCCM Entity), as defined in 42 C.F.R. §438.2;
2. Comply with an approved 1915(b) Waiver that governs this PCCM Entity program; and
3. Submit a written statement stating the Contractor acknowledges and will comply with the requirements set forth in the entire RFP.
4. Be the primary agent responsible for the performance of CMO and case management activities related to the HCBS.
5. Be responsible for providing Primary Care Case Management to ICN enrollees in the nursing facility.
6. Be the primary agent responsible for slot utilization.
7. Be the primary agent responsible for the Case Management system used by itself and the HCBS Waiver CMO subcontractors subject to the requirement to be delineated in the ICN contracts. The system shall be approved by the Agency and/or the Agency’s designee. The Agency and/or its designee shall be given unlimited real time access to the system.
8. Be the primary agent responsible for extracts from the system by the Contractor and/or the CMO subcontractors to the Agency and/or the Agency’s designee in a manner, format, and timeline established by the Agency and/or the Agency’s designee to fulfil the requirements related to care plans, payment for services, eligibility requirements, or any such other services as may be required under the Waivers and this RFP.
9. Be the primary agent responsible for the review of recipient files to include admission data, plans of care, narrative documentation, and discharge documentation to ensure HCBS services are provided according to state and federal guidelines.
10. Provide for the delivery of HCBS Case Management to all recipients enrolled to receive HCBS. Contractor may subcontract with CMO’s to accomplish some or all of the HCBS Case Management.
11. Mutually agree with the Agency on a methodology for tracking comparable acuity and /or specify quality measures for the ICN Nursing Facility and ICN HCBS population to be implemented.
12. Have a systematic approach to identify Enrollees in need of Medical Case Management and to deliver Medical Case Management services to those Enrollees, including documentation of visits to the Enrollees in their home or nursing facility settings.
13. Coordinate, as demonstrated by documentation provided on a regular basis, as defined by the Agency, Medicare Advantage plans for dual Enrollees who have chosen a plan.
14. Review the Admission Discharge Transfer (ADT) feed from the Agency of all Medicare Advantage plan members that are Enrollees that have had a reportable event.
15. Develop policies and procedures to engage individuals that have had an ADT and provide options counseling and Medical Case Management to them with accompanying

documentation.

### **C. Organizational Structure**

1. The Contractor shall be qualified to conduct business under Alabama law, as a private entity, public entity, or not-for-profit organization.
2. The Contractor shall have a Governing Board of Directors and Citizens' Advisory Committee consistent with Alabama Medicaid Administrative Code, Chapter 64.

### **D. Contractor's Readiness Assessment**

1. The Agency shall conduct readiness assessments as required by 42 C.F.R § 438.66 and in accordance with Alabama Medicaid Administrative Code Chapter 64 to determine the Contractor's readiness and ability to cover or provide services to its Enrollees and resolve any identified operational deficiencies. The Agency may require the Contractor to develop and implement corrective action plans (CAPs) acceptable to the Agency demonstrating the Contractor's readiness to satisfy the requirements of this RFP. The Contractor must cooperate with the Agency in the Agency's readiness assessments, including but not limited to:
  - a. Provide all information, data, and reports the Agency requires or requests that are within the scope of the readiness assessments; and
  - b. Allow the Agency reasonable access to the Contractor's facilities, Operational Support staff, and leadership staff.
  - c. Develop and demonstrate programs and systems to show readiness within the scope of the readiness assessment
  - d. Develop electronic websites and materials to show readiness within the scope of the readiness assessment.
  - e. Develop policies, procedures, and manuals to show readiness within the scope of the readiness assessments.
2. The Contractor shall acknowledge and understand that it shall not provide services to Enrollees nor be paid a monthly payment until the Agency has determined, in its sole discretion, that the Contractor has demonstrated readiness to satisfy the requirements of this RFP and until the effective date the Agency designates in written notice to the Contractor that the Contractor shall first provide services to Enrollees pursuant to this RFP.

### **E. Ongoing Monitoring**

1. The Agency shall conduct ongoing monitoring and supervision as required by 42 C.F.R. § 438.66 and in accordance with Alabama Medicaid Administrative Code, Chapter 64, to determine the Contractor's ability to provide services to its Enrollees and resolve any identified operational deficiencies. The Agency may require the Contractor to develop and implement CAPs acceptable to the Agency demonstrating the Contractor's ability to satisfy the requirements of this RFP.
2. The Contractor must cooperate with the Agency in the ongoing monitoring and supervision, including but not limited to:
  - a. Provide all information, data, reports, and policies and procedures the Agency requires or requests under the Contract, including but not limited to the Agency's annual report to the Centers for Medicare and Medicaid Services (CMS) as required by 42 C.F.R. §438.66(e)(1); and

- b. Allow the Agency reasonable access to the Contractor's facilities, applicable systems, Operational Support staff, and leadership staff.

## **F. Place of Business and Hours of Operation**

1. The Contractor shall set up and maintain a central business office within the State for the exclusive use of the Contractor. The central business office shall be in a location accessible to the public. The Contractor may establish more than one business office within the State but must designate one of the offices within the State as the central business office which is clearly identified.
2. The Contractor shall be responsible for all costs related to securing and maintaining the facility for interim start-up support and the subsequent operational facility, including but not limited to hardware and software acquisition and maintenance, leasehold improvements, signage, utilities, telephone service, office equipment, supplies, janitorial services, security, storage, transportation, document shredders, and insurance. The office(s) must:
  - a. Be accessible in accordance with Federal and State laws and regulations;
  - b. Maintain privacy and security standards in accordance with this RFP, and
  - c. Have private meeting rooms to accommodate Enrollees who may come to the office.
3. The Contractor's documentation must reflect the address of the location identified as the Contractor's legal, duly licensed, central business office in the State. This business office must be open at least between the hours of 8:00 a.m. and 5:00 p.m. Central time, Monday through Friday.
4. The Contractor shall ensure that the office(s) are adequately staffed, to ensure that Enrollees and Providers receive prompt and accurate responses to inquiries and its staff are operating within their scope of practice. The Contractor shall ensure that the staff, CMO, and subcontractors receive adequate supervision to ensure quality service provision to Medicaid recipients.
5. In accordance with Section II. Scope of Work of this RFP, the Contractor shall ensure that all business offices, all employees, and Subcontractors that perform functions and duties related to this RFP are located within the United States.
6. Out of State Operations
  - a. The Contractor shall ensure the location of any staff or operational functions outside of the State does not compromise the delivery of integrated services and present a seamless experience for Enrollees and Providers.
  - b. The Contractor shall ensure all staff functions conducted outside of the State are readily reportable to the Agency at all times to ensure the location of staff functions does not hinder the Agency's ability to monitor the Contractor's performance and compliance with Contract requirements.

## **G. ICN Populations**

1. **Mandatory Population.** The following groups of eligible Medicaid Beneficiaries shall be included for coverage by an ICN:
  - a. Individuals that meet the current admission criteria for Nursing Facility care as described in Alabama Medicaid Administrative Code Rule 560-X-10-.10. and are receiving Nursing Facility services in accordance with Alabama Medicaid Administrative Code Rule 560-X-10-.04(1) for 60 days or greater; and
  - b. Individuals that meet the eligibility criteria for the Home and Community-Based

Services for the Elderly and Disabled Waiver in accordance with Alabama Medicaid Administrative Code Rule 560-X-36-.02; and

- c. Individuals that meet the eligibility criteria for the Home and Community-Based Services for the Alabama Community Transition (ACT) Waiver in accordance with Alabama Medicaid Administrative Code Rule 560-X-44-.02.
2. **Excluded Population.** The following groups of eligible Medicaid Beneficiaries shall not be included for coverage by an ICN:
  - a. Individuals enrolled in Alabama’s Program for All-Inclusive Care for the Elderly (PACE) program are excluded from the ICN program.
  - b. Medicaid Beneficiaries who would have less than three months of Medicaid eligibility remaining upon enrollment into the program are excluded from the ICN program.
  - c. Individuals enrolled in the following 1915(c) waivers: are excluded from the ICN program:
    - i. Intellectual Disabilities Waiver;
    - ii. Living at Home Waiver;
    - iii. Technology Assisted Waiver;
    - iv. Community Waiver Program; and
    - v. State of Alabama Independent Living Waiver.
  - d. Individuals receiving Medicaid funded hospice room and board in a Nursing Facility, or Medicaid funded hospice in the community are excluded from the ICN program.

#### **H. ICN Network Requirements**

1. The Contractor’s delivery network must have an adequate number of coordination agreements with Nursing Facilities and Case Management Organizations (CMOs) to appropriately provide choice of Case Managers to Enrollees statewide, and facilitate timely and effective care transitions, Case Management, and community participation.
2. The Vendor must demonstrate the ability to create an adequate delivery network.
  - a. To demonstrate the ability to create an adequate delivery network, the Vendor must provide the Excel spreadsheet in Appendix J – ICN Network Report Template demonstrating it has obtained Letters of Intent (LOIs; See Appendix K and L) from:
    - i. At least fifty percent (50%) of the Medicaid Nursing Facility total licensed beds in the State with appropriate geographic distribution; and
    - ii. CMOs that constitute one hundred percent (100%) geographic distribution. For the purposes of this section, one hundred percent (100%) geographic distribution shall mean
      1. :LOIs with all CMOs in the State; or
      2. LOIs with at least seventy-five percent (75%) of the CMOs in the State, provided the applicable organizations can provide services to one hundred percent (100%) of the Enrollees on or before October 1, 2023.
    - iii. Letter from the Commissioner of the Alabama Department of Senior Services (ADSS) stating they are willing to sign or have signed a Coordinating Agreement to assist in the oversight and collaboration with the State’s CMOs.
  - b. Vendor responses not meeting one hundred percent (100%) geographic distribution

for Case Management services and LOIs with at least fifty percent (50%) of Nursing Facilities in the State will be deemed non-responsive. While Vendor responses under both Sections II. H.2.a.2.i and ii are acceptable, scoring preference will be given to Vendors with LOIs from all entities currently providing HCBS Case Management for the waivers of the ICN population.

3. As part of the Contractor's readiness assessment pursuant to Section II.D and thereafter for the duration of the Contract, the Contractor must establish and maintain a delivery network that meets the requirements of Alabama Medicaid Administrative Code, Chapter 64

#### **I. Single Point of Entry Support Services**

1. Coordination with Aging and Disability Resource Centers
  - a. The Contractor will be required to coordinate with Aging and Disability Resource Centers (ADRCs) as designated by ADSS.
  - b. The Contractor will be required to provide ad hoc training to ADRC staff working with HCBS programs. Trainings shall be coordinated with ADSS.
  - c. The Contractor must establish a single coordinating agreement applicable to all ADRCs. This agreement must be submitted to and approved by the Agency and the ADSS to assure that coordination standards do not impede the operation of the ADRC in serving non-Medicaid populations.
  - d. The Contractor is expected to support the operation of ADRCs by providing supplemental services for individuals seeking enrollment with Medicaid who are eligible for LTSS in institutional or non-institutional settings. These supplemental services include:
    - i. Completing pre-admissions counseling for participants seeking Medicaid funded LTSS services.
    - ii. Conducting a screening process that evaluates:
      1. The Potential Enrollee's financial eligibility for Medicaid;
      2. The Potential Enrollee's likelihood to meet the Nursing Facility level of care standard;
      3. The Potential Enrollee's LTSS setting of choice;
      4. The Potential Enrollees preferred services sufficient to identify the appropriate 1915(c) Waiver; and
      5. The Potential Enrollee's access to unpaid, informal care.
  - e. All screening instruments and policies and procedures shall be submitted to the Agency for approval prior to their use.
  - f. Facilitating the Medicaid application process for Medicaid applicants and facilitating the process to seek certification for LTSS, including but not limited to:
    - i. Educating Potential Enrollees on documentation requirements and procedures.
    - ii. Assistance, including hands-on assistance, with completion of the Medicaid application and any supporting documents.
    - iii. Supporting Potential Enrollee with obtaining signed certification of level of care for submission to the Agency.
    - iv. Supporting the Potential Enrollee in obtaining financial documentation attestations from banking and other financial institutions, as needed. The Contractor is not required to pay fees that are required to obtain financial documents on a Potential Enrollee's behalf but is permitted to coordinate

- with banking and other financial institutions to request waiving of such fees, as necessary.
- v. Referring Potential Enrollees who the Agency determines not to be Medicaid eligible back to their local ADRC for further assistance and/or navigation of the formal appeal process.
- g. Coordinating agreements between the Contractor and the ADRC must describe the following elements and activities, at a minimum:
  - i. Designated policies and procedures for receiving referrals from the ADRC and coordinating referrals between ADRCs and the Contractor.
  - ii. Designated policy and procedure for release of information, including procedural safeguards to ensure information handling in accordance with State and Federal Privacy Law.
  - iii. Designated referral response times and minimum standards for initial contact to Potential Enrollees.
  - iv. Designated policies and procedures for how to address and manage complaints and grievances and escalations to the appropriate agency.
  - v. Designate policies and procedure for referring Potential Enrollees deemed ineligible for Medicaid and/or LTSS to the ADRC.
- h. All coordinating agreements/contracts/Memorandum of Understandings are subject to review in advance and/or written approval by the Agency.
- 2. Pre-enrollment Education Requirements
  - a. The Contractor must attempt to provide pre-enrollment education to potential enrollees referred by the following parties:
    - i. ADRCs;
    - ii. Nursing Facilities, including to Potential Enrollees considering conversion from short- to long-term Nursing Facility care;
    - iii. Primary care Physicians and other medical Providers;
    - iv. Hospitals and other Acute care Providers, including discharge planners and Case Managers;
    - v. Alabama’s Long-Term Care Ombudsman Program; and
    - vi. Alabama Department of Human Resources – Adult Protective Services.
  - b. The Contractor must provide pre-enrollment education in an objective manner that upholds the autonomy and rights of Potential Enrollees and includes Enrollee legal representatives and/or Enrollee-identified informal supports.
  - c. Pre-enrollment education activities must be free of all conflict of interest and intentional steering of Potential Enrollees to specific providers.
  - d. Pre-enrollment education must offer meaningful education that equips Potential Enrollees, and any Enrollee Representatives with knowledge sufficient to make informed choices about Medicaid-funded LTSS. At a minimum, the Contractor is expected to cover the following topics when delivering pre-enrollment education:
    - i. Information on Medicaid eligibility requirements, including Nursing Facility level of care standards.
    - ii. Information on Medicaid-covered LTSS settings, including individualized education that helps Potential Enrollees to understand how their self-identified or Physician-identified needs may or may not be met across settings.
    - iii. Information on Medicaid 1915(c) Waivers, including individualized education that helps Potential Enrollees to understand how their self-

identified or Physician-identified needs may or may not be met across waivers.

- iv. Person-centered principles as dictated by 42 C.F.R. § 441.725.
  - v. Enrollee rights and responsibilities.
  - vi. Grievance and Appeals contacts and procedures.
  - vii. Additional community-based resources that may benefit the Potential Enrollee to thrive in the LTSS setting of their choosing.
- e. The Contractor must offer pre-enrollment education via in-person, telephonic and written formats to Potential Enrollees who are referred to the Contractor or may contact the Contractor. The Contractor's pre-enrollment telephonic and written education processes must comply with the information requirements described in Section I. M and Section II.O.
  - f. The Contractor must submit their staffing plan, including the qualifications of staff to provide in-person and telephonic pre-enrollment education to the Agency for approval prior to initiation of the Contract.
  - g. The Contractor must submit all written pre-enrollment education materials to the Agency for review and approval, in accordance with Section II.O.
  - h. The Contractor must develop a method and templates to document and validate completion of pre-enrollment education with Potential Enrollees. Methods must include a signed verification of completion from the Potential Enrollee, which must be maintained by the Contractor for the duration of the Contract.
  - i. The Contractor must develop a method and template to document and verify refusal of pre-enrollment education, which Potential Enrollees may refuse at any time. Documented verification must be maintained by the Contractor for the duration of the Contract for all individuals refusing pre-enrollment education.
3. Community Education
- a. The Contractor is expected to conduct community education activities to promote public awareness of LTSS options and the general Medicaid eligibility requirements for qualifying for HCBS or institutional care.
  - b. The Contractor is expected to identify provider types that provide high volumes of service to Potential Enrollees. The Contractor is expected to build professional relationships with these identified high-volume provider types and offer education to these provider types about LTSS options.
  - c. The Contractor is expected to partner with ADRCs and promote utilization of ADRCs as the single point of entry for statewide LTSS services. The Contractor may distribute any marketing materials promoting the statewide ADRC system that have been developed by the Alabama Department of Senior Services, and/or local ADRC entities.
  - d. Prior to use, the Contractor must submit all written materials to the Agency for review and approval, in accordance with Section IV.O.

## **J. Eligibility**

1. The Agency is responsible for administering the Medicaid program including determining eligibility for Medicaid benefits and determining whether Recipients are mandated to enroll in the ICN Program. The Agency is additionally responsible to monitor any portions of the eligibility process completed by a third party.
2. The Contractor must coordinate with Nursing Facilities to ensure that all required financial



documentation and assessments including the initial determination of the Nursing Facility level of care using the Admission and Evaluation Data (Form 161), and a completed Pre-admission Screening and Resident Review (PASRR) Level I and Level II (if applicable).

3. The Contractor must coordinate with CMO's to ensure that all required financial documentation and assessments are included in the initial determination of the Nursing Facility level of care.
4. The Contractor must not, on the basis of health status or need for health care services, discriminate against individuals eligible to enroll with the Contractor.
5. The Contractor must not discriminate against individuals eligible to enroll with the Contractor on the basis of any protected category listed in 42 C.F.R. § 438.3(d) and must not use any policy or practice that has the effect of discriminating on the basis of any protected category listed in 42 C.F.R. § 438.3(d).

#### **K. Enrollment**

1. The Agency is responsible for developing an enrollment process consistent with the requirements of 42 C.F.R. §§ 438.50(d), 438.52, 438.54 and all other applicable laws and regulations. In accordance with this section, the Agency will enroll individuals with the Contractor based on the Agency's enrollment and reenrollment requirements and based on the populations eligible for participation in the ICN Program. The Contractor must accept all individuals assigned to the Contractor by the Agency in the order in which they are assigned without restriction.
2. Medicaid Management Information System (MMIS) Reporting
  - a. The Agency or its designee will provide a monthly Enrollee file to the Contractor in accordance with the Agency's submission schedule. The file will contain the eligibility period and other Enrollee demographic information. It will contain only the most current record for each Enrollee. The Contractor must reconcile this Enrollee file with the Per Member, Per Month (PMPM) Payment it receives from the Agency and notify the Agency of any discrepancies found within the data on the file within thirty (30) Calendar Days of receipt.
  - b. Alerts. The Contractor must report to the Agency and its designee :
    - i. Death; and
    - ii. Changes in Enrollee mailing addresses.

#### **L. Disenrollment**

1. The Agency or its designee will process all Enrollee dis-enrollments consistent with 42 C.F.R. § 438.56. This includes disenrollment due to loss of Enrollee eligibility and all disenrollment requests from Enrollees as permitted by federal regulation.
2. The Contractor will monitor and review sampling of disenrollment to ensure disenrollments are in compliance with state and federal guidelines.
3. Disenrollment due to loss of Enrollee eligibility for the ICN Program includes (outside of a superseding federal mandate):
  - a. Enrollee loses Medicaid eligibility;
  - b. Enrollee's eligibility category changes to a category ineligible for the ICN Program;
  - c. Enrollee otherwise becomes ineligible to participate in the ICN Program;
  - d. Enrollee has become incarcerated; and
  - e. Enrollee has died.
4. When disenrollment is necessary because an Enrollee loses Medicaid eligibility or loses

eligibility for the ICN Program, disenrollment shall be effective at 11:59 p.m. Central time on the last Calendar Day of the month in which loss of eligibility occurs.

5. An Enrollee may dis-enroll for cause at any time. The following constitute cause for disenrollment:
  - a. Enrollee moves out of State;
  - b. The Contractor does not, because of moral or religious objections, cover the service the Enrollee seeks;
  - c. The Enrollee needs related services to be performed at the same time; not all related services are available within the Provider network; and the enrollee's primary care Provider or another Provider determines that receiving the services separately would subject the Enrollee to unnecessary risk; or
  - d. Other reasons, including but not limited to poor quality of care, lack of access to services covered under this RFP or lack of access to Providers experienced in dealing with the Enrollee's health care needs.
6. An Enrollee may dis-enroll without cause if the Agency imposes Sanctions on the Contractor pursuant to Section II.BB of this RFP. 6. Enrollee requests for disenrollment may be submitted to the Agency in an oral or written format. The Contractor shall provide assistance to Enrollees seeking to dis-enroll by providing information to Enrollees about how to contact the Agency or its designee to request disenrollment. The Enrollee's request to dis-enroll must expressly state the reason for the disenrollment.
  - a. The Agency will take action to approve or disapprove of the Enrollee's request based on the following:
    - i. Reasons cited in the Enrollee's request for disenrollment;
    - ii. Information provided by the Contractor at the Agency's request; and
    - iii. Any of the reasons specified in Section II. L.4 of this RFP.
  - b. The effective date of an approved disenrollment must be no later than the first (1st) Business Day of the second (2nd) month following the month in which the Enrollee requests disenrollment. If the Agency fails to make a determination within the specified timeframe, the disenrollment request shall be considered approved.
7. The Agency shall issue a written determination on the Enrollee's request to dis-enroll to the Enrollee and the Contractor. If the Agency determines that there is not cause for disenrollment, the written determination shall notify the Enrollee of the right to request a State fair hearing in accordance with Alabama Administrative Code Rule 560-X-3.

Disenrollment initiated by the Contractor:

  - a. The Contractor must notify the Agency upon identification of an Enrollee who it knows or believes meets the criteria for disenrollment pursuant to this section. Contractor must assure the Agency that it will not request disenrollment for reasons other than those permitted under this RFP.
  - b. The Contractor may request disenrollment of an Enrollee if the Enrollee's utilization of services is fraudulent or abusive or if the Enrollee is disruptive, unruly, threatening, or uncooperative to the extent that the Enrollee's continued enrollment with the Contractor seriously impairs the Contractor's ability to provide services to the Enrollee or other Enrollees, and the Enrollee's behavior is not caused by a physical or behavioral health condition or other Special Health Care Needs as provided in Section IV.L.8.c.4 of this RFP.
  - c. The Contractor shall not request disenrollment of an Enrollee because of an Enrollee's:
    - i. Changed health status;

- ii. Utilization of medical services;
  - iii. Diminished mental capacity;
  - iv. Uncooperative or disruptive behavior resulting from the Enrollee's Special Health Care Needs, except when the Enrollee's continued enrollment with the Contractor seriously impairs the Contractor's ability to furnish services to either this particular Enrollee or other Enrollees; or
  - v. Coverage with another insurance plan.
8. The Agency has the sole discretion to accept or deny the Contractor's disenrollment requests.
  9. The Agency or its designee shall provide written notice to Enrollees of their disenrollment rights at least sixty (60) Calendar Days before the start of each enrollment.

**M. Telephone Line**

1. The Contractor must operate a toll-free telephone line, which must be staffed during Business Days between 8:00 a.m. and 5:00 p.m. Central time. The Contractor shall provide and maintain a number allowing toll-free calls from Providers and, potential and current Enrollees in the ICN. This is to provide health related support and access. The Contractor must also have policies and procedures for handling emergency calls.
2. The Contractor must ensure that the telephone line staff is trained to respond to questions about the ICN Program, including:
  - a. Questions regarding Medical and HCBS Case Management; and
  - b. Questions regarding LTSS options for Medicaid-eligible individuals.

**N. Enrollee Materials**

1. The Agency will develop the Enrollee Handbook, Enrollee notices, any applicable Provider directories, and any other material necessary for the Enrollee's use and/or understanding of the ICN Program. These materials shall be designed to be easily understood and be readily accessible to the Enrollees. These materials shall comply with all information, format, and content requirements found in 42 C.F.R. § 438.10, Section 1557 of the Affordable Care Act, and Alabama Medicaid Administrative Code Chapter 64.
2. The Contractor must ensure Enrollees have received or provide, when necessary, all materials to the Enrollee and will assist the Enrollee in understanding the materials and ICN Program, including assisting with accessing the materials in alternative forms and formats and directing Enrollees, upon request, to the Agency's free of cost oral or written interpretation services and auxiliary aids. In circumstances where the Contractor is required to provide Enrollee materials to the Enrollee, the materials will be considered to be provided if the Contractor:
  - a. Mails a printed copy of the materials to the Enrollee's mailing address;
  - b. Provides the information by email after obtaining the Enrollee's agreement to receive the information by email;
  - c. Posts the information on the Web site of the Contractor and advises the Enrollee in paper or electronic form that the information is available on the Internet and includes the applicable Internet address, provided that Enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or
  - d. Provides the information by any other method that can reasonably be expected to result in the Enrollee receiving that information.

## **O. Education and Outreach**

1. The Contractor shall develop educational materials addressing the prevention of illness and disease, disease management and healthy lifestyles.
2. The Contractor shall develop outreach and educational materials informing Enrollees about the availability of transportation services and how to access Non-Emergency Transportation (NET) services.
3. All education and outreach materials identified or developed by the Contractor for use shall be subject to review and approval by the Agency prior to use, including but not limited to letters, educational materials, programs, DVDs. In accordance with 42 C.F.R. § 438.10 and Section 1557 of the Affordable Care Act, all education and outreach materials must:
  - a. Use easily understood language and format;
  - b. Use a font size no smaller than 12 point;
  - c. Be available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that takes into consideration the special needs of Enrollees or Potential Enrollees with disabilities or limited English proficiency; and
  - d. Include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats. Large print means printed in a font size no smaller than 18 point.

## **P. Marketing**

1. The Contractor may not directly market to individual Recipients or Potential Enrollees, except as specified in this section, and must adhere to the requirements specified by 42 C.F.R. §§ 438.10 and 438.104. The Contractor is prohibited from door-to-door, telephone, email, texting or other cold-call marketing or engaging in marketing activities that could mislead, confuse, or defraud Recipients, Enrollees, or Potential Enrollees. Marketing materials must receive Agency approval prior to use and cannot contain any assertion or statement, whether written or oral, that:
  - a. Potential Enrollees must enroll with the Contractor in order to obtain benefits or in order not to lose benefits; or
  - b. The Contractor is endorsed by CMS, the Federal or State government or similar entity.
2. When distributing approved marketing materials, the Contractor must distribute the materials throughout the State.
3. The Contractor's marketing activities and materials must not seek to influence enrollment in conjunction with the sale or offering of any private insurance.
4. The Contractor may only conduct marketing activities in health care settings in common areas, such as cafeterias, recreational rooms, or conference rooms. The Contractor may not conduct marketing activities in areas where Enrollees primarily receive health care services, or wait to receive health care services. Areas where the Contractor are prohibited from conducting marketing activities include, but are not limited to, the following:
  - a. Waiting rooms;
  - b. Exam rooms;
  - c. Hospital patient rooms;
  - d. Areas within a Nursing Facility where Enrollees receive health care or functional assistance;
  - e. Areas within an adult day health services facility where Enrollees receive health care or daily scheduled activity programming; and

- f. Dialysis center treatment areas.
5. The Contractor shall not change or distribute any materials, to Enrollees or Potential Enrollees without receiving prior written approval from the Agency. Whenever possible, the Contractor shall submit to the Agency for approval all material intended to be provided to Enrollees at least forty-five (45) Calendar Days prior to intended use. For urgent communications, the Agency may provide an expedited review process. The Agency shall have thirty (30) Calendar Days to review and/or approve, reject, or request revision of materials from the Contractor. The Agency shall approve, reject, or request revision of materials from the Contractor in writing. The Agency may impose Sanctions for distributing information to an Enrollee, Potential Enrollee, or Provider that contains false or materially misleading information or for distributing unapproved marketing materials, either directly or indirectly through an agent or Subcontractor.
6. The Agency may impose Sanctions for distributing information to an Enrollee, Potential Enrollee, or Provider that contains false or materially misleading information or for distributing unapproved marketing materials, either directly or indirectly through an agent or Subcontractor.

#### **Q. Enrollee Rights**

1. The Contractor must develop, implement, and maintain written policies ensuring each Enrollee is guaranteed the right to:
  - a. Receive information in accordance with 42 C.F.R. § 438.10,
  - b. Be treated with respect and with due consideration for his or her dignity and privacy;
  - c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition and ability to understand;
  - d. Participate in decisions regarding his or her health care, including the right to refuse treatment;
  - e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion; and
  - f. Request and receive a copy of his or her Medical Records, and request that they be amended or corrected, as specified in 45 C.F.R. § 164.524 and § 164.526.
  - g. To obtain emergency services outside the Case Management system regardless of whether the Case Manager referred the Enrollee to the Provider that furnishes the services
2. In accordance with 42 C.F.R. § 438.100(c), each Enrollee is free to exercise his or her rights and the Contractor shall assure that the exercise of those rights shall not adversely affect the way the Contractor and Providers treat the Enrollee.

#### **R. Key Personnel**

1. The Contractor must have in place the organization, management, internal controls and administrative systems necessary to fulfill all contractual requirements and to comply with all applicable laws and regulations. The Contractor must demonstrate to the Agency's satisfaction via submission of an annual staffing plan, organizational chart and resumes, that it has the necessary staffing, by function and qualifications, to fulfill its obligations under this RFP.
2. The Contractor shall obtain Agency approval prior to hiring or designating any individual

- to a key staff position.
3. The Contractor must provide to the Agency any supporting documentation that is requested by the Agency to provide assurance of qualifications of key personnel.
  4. Unless otherwise permitted within this RFP or pursuant to a waiver request approved by the Agency, full-time positions must be dedicated to the Contractor's ICN Program.
  5. The Contractor may request a waiver of stated credentials or other staffing requirements in accordance with Section VIII.W. of this RFP. The Agency has the sole discretion to allow for any exception to stated credentials or requirements. In consideration of the Contractor's waiver request, the Agency may request any supporting information from the Contractor.
  6. The Contractor shall notify the Agency of any vacancy in Key Staff positions within 24-48 hours of such vacancies.
  7. The Contractor will refill vacant positions within thirty (30) days of the vacant position.

#### **S. Key Staff Positions**

1. Executive Director. The Contractor must have a full-time Executive Director to serve as the primary administrative liaison between the Contractor and the Agency.
  - a. The Executive Director must possess a Bachelor of Science (BS) or Bachelor of Arts (BA) degree from an accredited college or university, a minimum of three (3) years of management experience in adult, aging, or health care services, and experience working with low-income populations.
  - b. The Executive Director must have the authority to make all day-to-day management decisions for the Contractor, including such financial and contractual decisions as authorized by the governing board of directors. The Executive Director must have the authority to establish, implement, and maintain employment and administrative policies and procedures for all functions and day-to-day operations of the Contractor, including the hiring and firing of employees and any other such responsibilities as authorized by the governing board of directors.
2. Medical Director. The Contractor must have a Medical Director (which may be part-time) who is a Physician licensed by the State for the past three (3) years with experience in directing health services for the populations served under this RFP. The Medical Director must directly participate in the oversight of Case Management and Quality Improvement (QI) activities.
  - a. The Medical Director is responsible for the implementation of all clinical and/or medical programs implemented by the Contractor and must be actively involved in all of the Contractor's major clinical and/or medical programs.
  - b. The Medical Director shall serve and/or participate in the ICN Quality Assurance Committee.
3. Medical Case Management Director. The Contractor must have a Medical Case Management Director (which may be part-time) to perform duties and responsibilities as are specified in the Medical Case Management in the Scope of Work. This position must meet the following requirements.
  - a. Possess, at a minimum, a BSN degree
  - b. Maintain appropriate licensure; and
  - c. Experience in a hospital, home health or long-term care setting.
4. ICN Pharmacist. The Contractor must have an ICN Pharmacist (which may be part-time) to coordinate and manage education of community pharmacists, medical Providers, and Enrollees regarding medication management; and perform medication reconciliation duties

and responsibilities as specified in Section IV.Y.1.

- a. The person holding the ICN Pharmacist position will be the primary point of contact with the Agency for all pharmacy related meetings and coordination, and will oversee/coordinate any additional pharmacy staff.
- b. The ICN Pharmacist shall develop, establish, and oversee an organizational process and policy on Medicaid patient transition of care from an inpatient Hospital stay back to the home for HCBS Enrollees. Aspects of the transitional care should include, but are not limited to:
  - i. Medication reconciliation on HCBS Enrollees from pre-, during inpatient stay, and post-discharge within three (3) Calendar Days of receiving the patient medication list;
  - ii. Transitional medication management to include visits/calls to the facility or home, and any other means necessary;
  - iii. Obtain and review discharge information (for example, discharge summary or continuity of care documents);
  - iv. Coordinate with the facility's LTC pharmacy or HCBS client's pharmacy to offer prior authorization assistance;
  - v. Review need for or follow-up on pending diagnostic tests related to the medications and treatments; and
  - vi. Interact with other health care professionals who will assume or reassume care of the beneficiary's system-specific problems.
- c. This position must meet the following requirements:
  - i. Current Alabama pharmacy license in good standing
  - ii. Work within the state; live within the state preferred
  - iii. Holds at a minimum a B.S. in Pharmacy
  - iv. Have 3 years of Long Term Care Pharmacy experience within the past 4 years; LTC Consulting Pharmacist license/certification preferred

#### **T. Operational Support Staff**

The Contractor must have sufficient staff or delegated arrangements, as determined by the Agency, in place to maintain and oversee key operational areas of this RFP, including but not limited to:

1. Options Counseling
2. Single Point of Entry Supportive Services;
3. Enrollee Services;
4. HCBS Case Management;
5. Medical Case Management;
6. Financial Systems and Requirements;
7. Information Systems; and
8. Quality Management.

#### **U. Position Changes**

The Contractor shall annually report to the Agency any vacancies in the positions required by this RFP, organizational chart, key staff and positions held, and names of supervisors and titles in the positions required by this RFP.

## **V. Training**

1. The Contractor must have policies to ensure that all officers, directors, employees, and Subcontractors are knowledgeable and understand their roles and responsibilities.
2. The Contractor must ensure at a minimum all its employees and Subcontractors receive training about the requirements under this RFP upon hire, at contract execution, and annually thereafter.
3. All training agenda, topics, and materials shall be approved by the Agency prior to the training
4. The Contractor shall provide an annual training plan at contract execution and at least 30 days before the end of the fiscal year for the upcoming fiscal year.
5. All of Contractor's employees and Subcontractors who receive training must attest in writing to the fact they attended the training and understand the material.

## **W. Case Management**

1. The Contractor is responsible for the delivery of HCBS Case Management and Medical Case Management as defined in this RFP.
2. The Contractor must develop and submit signed copies of the coordinating agreements with the following State entity to support the coordination of services for Enrollees:
  - a. Alabama Department of Senior Services.
3. The Contractor must establish points of contact with Medicare Advantage plans to coordinate services for Enrollees who are also members of Medicare Advantage plans and establish mechanisms for sharing information to support Case Management activities.
4. The Contractor will develop policies and procedures related to the provisions of general HCBS Waiver Case Management Services and Medical Case Management services, for the Agency's review and written approval. This shall include, at a minimum, coordination and oversight of contracted CMOs for HCBS Case Management.
5. The Contractor must review policies and procedures at least annually, unless otherwise required by law or State rules, policies, or procedures.
6. The Contractor must, initially, and when updated thereafter, submit to the Agency in advance for review and and/or written approval, transition of care policies and procedures and a staffing model which must achieve a seamless, efficient transition with minimal impact to an Enrollee's care, both when enrolling with the Contractor and when dis-enrolling from the Contractor.
  - a. The transition of care policies must include how the Contractor will maintain continuity of care for Enrollees upon enrollment with the Contractor, including maintaining necessary HCBS Case Management.
  - b. If an Enrollee dis-enrolls from the Contractor, the Contractor must forward the Enrollee's Case Management records to the entity assuming responsibility for the Enrollee's Case Management needs.

## **X. HCBS Case Management**

1. In accordance with Section II.H, the Contractor can contract with CMOs for the delivery of HCBS Case Management to all the Contractor's Enrollees receiving HCBS.
  - a. The Contractor shall pay CMOs, for HCBS Case Management provided to an Enrollee. The Contractor will be required to pay a minimum rate equal to the prevailing Medicaid Fee-for-Service payment schedule unless the Contractor



- negotiates a separate payment rate with the CMOs.
- b. If the CMO does not provide HCBS Case Management in compliance with the Contractor's HCBS Case Management requirements, the Contractor may implement a CAP with the CMO, if approved in advance by the Agency.
  - c. If the CMO does not complete the corrective actions within the required timeframes, the Contractor may request approval from the Agency to terminate its contract with the CMO.
  - d. If the Contractor requests to terminate its contract with the CMO due to CMO non-compliance, the Contractor must submit to the Agency for prior approval a plan for how the Contractor will deliver HCBS Case Management to Enrollees receiving HCBS, either directly or through a contract with another entity.
  - e. The Contractor must ensure that each Enrollee assigned to an HCBS waiver slot, is assigned to an HCBS Case Manager
    - i. For Enrollees receiving HCBS at the time of ICN Program implementation, the Contractor must preserve the same HCBS Case Manager assignment.
    - ii. The Contractor must assist Enrollees to change their assigned HCBS Case Manager, upon request.
2. The Contractor must support the CMOs in the delivery of HCBS Case Management and ensure that CMOs deliver HCBS Case Management according to the requirements established by the Agency and by the most recent version of the federally approved Waiver documents for the Elderly and Disabled Waiver and the ACT Waiver.
  3. The Contractor must assist with care transitions between waivers and alternative settings:
    - a. Upon admission to the Nursing Facility,
    - b. To alternative settings of care, including Acute care admissions; and
    - c. Upon discharge from the Nursing Facility to the community, or to an alternative care setting.
  4. The Contractor must establish a connection with the HCBS Case Management system used by the CMOs to access the Enrollee care plans.
  5. All HCBS Case Management services to Enrollees must be documented in an electronic data system approved by the Agency and maintained by the Contractor. The Contractor shall ensure that subcontractors must complete all documentation within 24 hours of completion of HCBS Case Management service that has taken place. If Case Management services are completed on a Friday, Case Management service documentation shall be completed no later than the next business day, close of business.
  6. The Contractor must ensure that Enrollees are aware of the option for participant directed services as stipulated in the approved 1915(j) State Plan Amendment authorized by CMS and must assist Enrollees in accessing this option.

## **Y. Medical Case Management**

1. The Contractor shall maintain a Medical Case Management program that must include the following components:
  - a. A systematic approach to identify Enrollees in need of Medical Case Management and to deliver Medical Case Management services to those Enrollees, including home visits and visits to Nursing Facilities;
  - b. An approach to monitor and confirm that Enrollees receive recommended preventive care, including vaccinations and wellness visits;
  - c. An approach to actively link Enrollees to Providers and support services relative to

- medical needs; and
  - d. Development and assessment of Enrollees' medication lists to include, but not limited to gathering, organizing, and sharing drug use information from multiple sources, including Enrollees and Claims data, to identify and resolve urgent and emergent drug-drug duplications, interactions, possible adverse events, poor adherence or other suboptimal drug-taking behaviors.
2. The ICN Pharmacist must :
    - a. Review the medication lists to identify contraindications.
    - b. Contact the prescribing Provider and Enrollee/Enrollee Representatives to notify them of the identified contraindications.
    - c. Complete an analysis of inpatient admissions and readmissions and emergency department utilization by Enrollees and implementation of strategies to mitigate preventable utilization;
    - d. Coordination with HCBS Case Managers or Nursing Facility Case Management staff to integrate medical and long-term care needs, as applicable; and
    - e. Coordination with Medicare Advantage plans for dual Enrollees who have chosen a plan.
  3. For each Enrollee identified in need of Medical Case Management services, the Contractor must mail the Enrollee a letter with information about the Medical Case Management program and the name and contact information for the assigned Enrollee's Medical Case Manager.
  4. The Contractor must assist Enrollees to change their Medical Case Manager, upon request.
  5. The Contractor must develop policies and procedures defining its Medical Case Management activities, which must be submitted to and approved by the Agency. These policies and procedures must include the methodology and approach for developing and reviewing medication lists for selected Enrollees.
  6. All Medical Case Management services to Enrollees must be documented in an electronic data system approved by Medicaid and maintained by the Contractor. The Contractor shall ensure that subcontractors must complete all documentation within 24 hours of completion of HCBS Case Management service that has taken place.

**Z. Data to Support Case Management Activities**

1. The Entity must use information technology systems and processes to integrate and share the following data elements for each Enrollee:
  - a. Demographic data;
  - b. Enrollment data;
  - c. Case Management data, including assessment results, the Care Plan, case notes, Case Manager assignments;
  - d. Claims and pharmacy data; and
  - e. Authorization and referrals.
2. This system must be linked to other databases, systems, and the centralized patient record that the Contractor uses to maintain information about the Enrollee. The goal is to integrate the Enrollee information in a meaningful way to facilitate care coordination needs. The system must have the capability to share care coordination information with the Enrollee and any member of the care team, as appropriate.
3. The Entity must ensure that the centralized recipient record is current and accessible twenty-four (24) hours a day, seven (7) days a week in its entirety and/or as a summary of key

clinical/care coordination data for the care team or other authorized personnel in order to facilitate care coordination needs, respond to urgent/emergent needs, and to ensure effective, safe service delivery.

#### **AA. Case Manager Training**

1. The Contractor shall provide new hire training, annual training and ad hoc training to all HCBS Case Managers and Medical Case Managers within sixty (60) Calendar Days of hire and annually thereafter.
2. Case Manager training must include the federally required Person Centered Thinking course.
3. All training materials and the format for each training shall be approved by the Agency.
4. New hire training and annual training topics and materials shall be approved by Medicaid prior to the training and shall include, at a minimum, the following topics:
5. The Contractor shall ensure delivery of training for HCBS Case Managers and Medical Case Managers upon hire and annually thereafter on, at a minimum, the following topics:
  - a. Home and Community Based Case Management,
  - b. Person-centered care planning process;
  - c. Documentation;
  - d. Confidentiality;
  - e. Complaints and Grievance Reporting and Processes;
  - f. Cultural and disability competence;
  - g. Communication;
  - h. Accessibility and accommodations;
  - i. Substance use disorders;
  - j. Behavioral health;
  - k. Enrollee abuse, neglect, and exploitation;
  - l. Critical Incident reporting;
  - m. Americans with Disabilities Act requirements; and
  - n. Other topics as requested by the Agency.
6. At the request of the Agency, the Contractor shall provide evidence that training was completed with HCBS Case Managers and Medical Case Managers within the timeframe and format as requested by the Agency.
7. The Contractor must include the following topics in the new hire and annual training program:
  - a. Federal and State laws and program requirements;
  - b. Initial contact and information referral;
  - c. Assessments;
  - d. Care planning;
  - e. Discharge planning with hospitals;
  - f. Use of person-centered language in all communications;
  - g. Documentation requirements;
  - h. Strategies to prevent or delay institutional placements;
  - i. Coordination with the Gateway to Community Living Program; and
  - j. Community resources including an explanation of the resources available and training on how to access the services.
  - k. Preventive services;
  - l. Chronic disease management;
  - m. Medication management and polypharmacy;

- n. Strategies to avoid preventable hospital admissions and emergency department visits; and
  - o. Risk stratification.
8. Annually, the Contractor shall provide evidence that training was completed with HCBS Case Managers and Medical Case Managers within the timeframe and format as requested by the Agency.
  9. If the Contractor delegates training to another entity, the Contractor shall remain responsible for the training quality, contents, timelines, deadlines and processes.

**BB. Sanctions**

1. The Agency may impose Sanctions on the Contractor if the Agency determines, in its sole discretion, that the Contractor has violated any applicable federal or State law or regulation, the Alabama Medicaid State Plan, this RFP, any policies, procedures, written interpretations, or other guidance of the Agency, or for any other applicable reason described in 42 C.F.R. Part 438, Subpart I or Alabama Medicaid Administrative Code Chapter 64, including but not limited to a determination by the Agency that an Contractor acts or fails to act as follows:
  - a. Fails substantially to provide medically necessary services that the Contractor is required to provide, under law or under this RFP, to an Enrollee covered under this RFP;
  - b. Imposes on Enrollees premiums or charges that are in excess of the premiums or charges permitted under the Alabama Medicaid program;
  - c. Acts to discriminate among Enrollees on the basis of their health status or need for health care services (including termination of enrollment or refusal to reenroll a Recipient, except as permitted under the Alabama Medicaid program, or any practice that would reasonably be expected to discourage enrollment by Recipients whose medical condition or history indicates probable need for substantial future medical services);
  - d. Misrepresents or falsifies information that it furnishes to Agency or to CMS;
  - e. Misrepresents or falsifies information that it furnishes to an Enrollee, Potential Enrollee, or health care Provider;
  - f. Distributes directly, or indirectly through any agent or independent contractor, marketing materials that have not been approved in writing by the Agency or that contain false or materially misleading information;
  - g. Fails to submit a Corrective Action Plan (CAP) that is acceptable to the Agency within the time period specified by the Agency's written notice or does not implement or complete the corrective action within the established time period;
  - h. Violates, as determined by the Agency, any requirement of sections 1932 or 1905(t) of the Social Security Act or any implementing regulations; or
2. The Sanctions imposed by the Agency against the Contractor are as follows:
  - a. Requiring the ICN to develop and implement a CAP that is acceptable to the Agency;
  - b. The intermediate Sanctions described in 42 U.S.C. § 1396u-2(e)(2) and 42 C.F.R. Part 438, Subpart I, including but not limited to civil monetary penalties up to the maximum amounts set forth in 42 C.F.R. § 438.704;
  - c. Grant Enrollees the right to disenroll without cause (the Agency may notify the affected Enrollees of their right to disenroll);
  - d. Suspend all new enrollment, including auto-assignment, after the date HHS or the Agency notifies Contractor of a determination of a violation of any requirement under

- Sections 1932 or 1905(t) of the Social Security Act; and
- e. Suspend payment for Enrollees enrolled after the effective date of the Sanction until CMS or the Agency is satisfied that the reason for the imposition of the Sanction no longer exists and is not likely to recur.
3. For acts or omissions which are not addressed by 42 C.F.R. Part 438, Subpart I, other provisions of Alabama Medicaid Administrative Code Chapter 64, or the Contract and appendixes thereto, and which, in the opinion of the Agency, constitute willful, gross, or fraudulent misconduct, the following will occur:
    - a. The assessment of a monetary penalty amount up to \$100,000 per act or omission;
    - b. Any other Sanction available under federal or State law or regulation, including without limitation Rule No. 560-X-37-.01;
    - c. Termination of the Contract, in accordance with Section IX.K of this RFP; and
  4. Any other Sanction reasonably designed to remedy noncompliance and/or compel future compliance with the Contract or federal or State law or regulation, pursuant to the Agency's authority under 42 C.F.R. § 438.702(b) shall apply, including but not limited to:

<b>Contract Section</b>	<b>Performance Standard</b>	<b>Intermediate Sanction</b>
<ul style="list-style-type: none"> <li>• Section II.P.3 – Agency Review and Approval</li> </ul>	<ul style="list-style-type: none"> <li>• Distribution of unapproved marketing material or those that contain false or materially misleading information.</li> </ul>	<ul style="list-style-type: none"> <li>• Up to \$25,000 for each determination</li> </ul>
<ul style="list-style-type: none"> <li>• Section II.CC.3 - Reporting Requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Misrepresents or falsifies information furnished to the Agency or CMS.</li> </ul>	<ul style="list-style-type: none"> <li>• Up to \$100,000 for each determination</li> </ul>

5. Before the Agency imposes a Sanction, with the exception of the CAP in Section II.BB.2. a above, it will give the Contractor timely written notice explaining:
  - a. The basis and nature of the Sanction; and
  - b. The Contractor's right to request a fair hearing under Alabama Medicaid Administrative Code Chapter 64.
6. Except as otherwise required by applicable law, in the event of an imposed Sanction in the form of a civil monetary penalty, the amount of the Sanction imposed will be reduced by thirty five percent (35%) if the Contractor waives, in writing, its right to a fair hearing within thirty (30) Calendar Days from the date of notice imposing the Sanction. The reduction under this section only applies to Sanctions that could be appealed under Alabama Medicaid Administrative Code Chapter 64 and not to any other outstanding Sanctions imposed on the Contractor by the Agency.
7. Before terminating the Contract as a Sanction under this Section, Alabama Medicaid Administrative Code Chapter 64, and 42 C.F.R. § 438.708, the Agency will provide the Contractor with a pre-termination hearing to be conducted in accordance with the procedures for fair hearings set forth in Alabama Medicaid Administrative Code Chapter 64. Prior to such pre-termination hearing, the Agency will, in accordance with 42 C.F.R. § 438.710:
  - a. Give the Contractor written notice of the Agency's intent to terminate the Contract, the reason or reasons for termination of the Contract, and the time and place of the hearing;

- b. After the hearing, give the Contractor written notice of the decision affirming or reversing the proposed termination of the Contract and, for an affirming decision, the effective date of termination; and
  - c. For a decision affirming the determination to terminate the Contract, give Enrollees of the Contractor notice of the termination and information, consistent with 42 C.F.R. § 438.10, on their options for receiving Medicaid services following the effective date of termination.
8. The imposition of a single Sanction by the Agency does not preclude the imposition of any other Sanction or combination of Sanctions or any remedy authorized under the Contract for the same deficiency. The Agency may impose Sanctions under this rule in addition to or in lieu of exercising any other right, remedy, or authority that the Agency may exercise under other rules promulgated by Medicaid, other applicable State and federal laws and regulations, or any contract between Medicaid and the Contractor. Nothing in this Section shall restrict or prevent the Agency or the State from obtaining declaratory, injunctive or equitable relief, or from recovering damages from the Contractor and/or any other person or entity for breach of contract or any other cause of action.

## **CC. Reporting**

### **1. General Requirements**

- a. The Contractor must comply with all the reporting requirements established by this RFP per 42 C.F.R. § 438.242(a)-(b).
- b. The Contractor must maintain a health information system that collects, analyzes, integrates and reports data that complies with Medicaid and federal reporting requirements. The system must provide information on areas including, but not limited to, overutilization, underutilization, and program trends.
- c. The Contractor must collect data on Enrollees and Provider characteristics and on services furnished to Enrollees.
- d. The Contractor shall analyze reports, provide measures it has taken to improve outcomes of the reports, and make recommendations to Medicaid to drive and/or improve quality.
- e. In the event that there are no instances in the above section to report, the Contractor must submit a report stating such.
- f. As required by 42 C.F.R. § 438.604(a) and (b), and 42 C.F.R. § 438.606, the Contractor must certify all submitted data, documents and reports. The data that must be certified to include, but are not limited to, financial reports, Encounter data, and other information as specified within this RFP. The certification must attest, based on best knowledge, information, and belief as to the accuracy, completeness and truthfulness of the documents, information, and data.
- g. The Contractor must submit the certification concurrently with the certified data and documents. The Agency will identify specific data that requires certification. The data must be certified by one of the following:
  - i. The Contractor's Chief Executive Director Officer (CEO);
  - ii. The Contractor's Chief Financial Officer (CFO); or
  - iii. An individual who has the delegated authority to sign for, and who reports directly to the CEO or CFO.
- h. The Agency, in its sole discretion retains the right to require from the Contractor additional reports, which it deems necessary. The Contractor will be provided at least

seven (7) Calendar Days' notice before any additional or modified report is due. The Contractor shall provide such reports in a format and timeframe as specified by the Agency.

2. **Ad Hoc Reports.** The Contractor must prepare and submit any other reports as required and requested by Medicaid, any of Medicaid designees, and/or CMS, that is related to the Contractor's duties and obligations under this RFP. Information considered to be of a proprietary nature must be clearly identified as such by the Contractor at the time of submission. Medicaid will make every effort to provide a ten (10) day notice of the need for submission to give the Contractor adequate time to prepare the reports. However, there may be occasions the Contractor will be required to produce reports in a shorter timeframe.
3. Failure to comply with reporting requirements, including, but not limited to, misrepresenting or falsifying information furnished to the Agency or CMS, may result in Sanctions.

#### **DD. Solvency and Audit**

1. Solvency
  - a. The Contractor must maintain minimum solvency and financial requirements as specified by the Agency. The Contractor must maintain a minimum level of capital surplus, or any combination thereof, of one million dollars (\$1,000,000).
  - b. The Agency has the authority to require additional capital and surplus and impose other obligations on the Contractor if the Agency determines that the Contractor is in a hazardous financial condition or insolvent. The Agency may in its discretion, consider any factor or finding determined by the Agency to be hazardous to Enrollees or the State to determine whether the Contractor is in a hazardous financial condition or insolvent.
  - c. If, and when, the Agency determines from any information, report, document, or statement made to the Agency or from any examination conducted by the Agency that the Contractor demonstrates a hazardous financial condition or is insolvent, the Agency may take action in accordance with this RFP's rules promulgated by the Agency, and any other applicable State and Federal laws and regulations.
  - d. The Contractor shall be responsible for continuation of services to Enrollees during insolvency, for the duration of the period for which payment may be due for HCBS Case Management.
  - e. If the Agency determines that the Contractor is insolvent, the Agency shall notify the contracted CMOs and ADSS of the Contractor's insolvency.
  - f. In the event of the Contractor's insolvency, the Contractor shall not hold its Enrollees liable for the Contractor's debts.
2. Audits and Financial Reports
  - a. The Contractor must have its contracted independent certified public accountant submit directly to the Agency its annual audited financial statements prepared in accordance with generally accepted accounting principles and generally accepted auditing standards no later than one hundred-twenty (120) Calendar Days after the Contractor's Fiscal Year end, for the immediately preceding year. The Agency may request supplemental financial information be included with the Contractor's audited financial statements related to capital and surplus and other related information. A statement shall be included with the audit report delivered by the Contractor's accountant acknowledging that the Agency is an intended beneficiary of the audit report. The Contractor must provide to the Agency a periodic financial

report containing information about the Contractor's capital and surplus and other related information as requested by the Agency.

- b. All costs associated with the independent audit shall be borne by the Contractor.
- c. The Agency, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor or its Subcontractors, and at any time, may inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit exists for ten (10) years from the final date of the Contract term, including any extensions or from the date of completion of any audit, whichever is later.
- d. In accordance with 42 C.F.R. § 438.66, the Agency has the authority to monitor the Contractor's operations, including, at a minimum, operations related to violations of the conditions for Federal funds participation, as set forth in 42 C.F.R. § 438 Subpart J.
- e. The Contractor shall provide such financial reports and information as required by the Agency and as specified below:
  - i. Establish and maintain the Contractor's Fiscal Year to align with the State – October 1 through September 30.
  - ii. Submit an annual budget to the Agency for review and approval at least thirty (30) Calendar Days prior to the start of each State Fiscal Year that specifies how the Contractor intends to spend PMPM Payments.
  - iii. Submit quarterly financial statements to the Agency for review and approval.
  - iv. Provide prompt written notice of any change in the financial condition of the Contractor, which could result in a determination by the Agency of a hazardous financial condition or insolvency, including but not limited to any deficiency in capital and surplus of the Contractor. The notice must describe the circumstances leading or contributing to hazardous financial conditions or insolvency and the Contractor's plan of action for addressing the circumstance. The Contractor recognizes that the Agency may at any time take any action or exercise any authority, right, or remedy available under this RFP or applicable law in connection with a change in financial condition.
  - v. Except as otherwise determined by the Agency or required by applicable law, financial reports submitted to the Agency pursuant to this RFP or as specified by the Agency shall be public records subject to disclosure.

## **EE. Financial**

### **1. Per Member, Per Month Payment**

- a. The Agency will establish Per Member, Per Month (PMPM) rates to be paid to the Contractor for each Enrollee. There will be two (2) rates; one (1) for Nursing Facility Enrollees, and one (1) for HCBS Enrollees. (Refer to Appendix C and D)
- b. The Contractor acknowledges that the PMPM rates will be evaluated by the Agency on an annual basis. Any adjustment to the PMPM rate during the term of this RFP and in accordance with Appendix C and D of this RFP, shall be deemed incorporated into this RFP without further action by the Parties, upon approval of such adjustments by the Agency and the United States Department of Health and



Human Services (HHS).

- c. The Contractor is due PMPM Payment for each Enrollee from the first (1st) month the Contractor is authorized to provide services under this RFP to the effective date of disenrollment or termination of this RFP, whichever occurs first.
  - d. The PMPM Payment due to the Contractor will be paid in full with Appendix D, within the first eight (8) Business Days of such month. The PMPM Payment will be based on a listing of eligible Enrollees listed on a roster at a cutoff date established by the Agency prior to the month of payment. For Enrollees enrolled after the roster cutoff date, or through retroactive enrollment the ICN will be paid a PMPM Payment retroactive to the first month of eligibility. Subsequent PMPM Payments due to the Contractor will be paid within the first eight (8) Business Days of each month until the Contract is terminated.
  - e. The Contractor shall receive a full month's PMPM Payment, for the month in which an Enrollee's enrollment occurs.
  - f. The Contractor shall receive a full month's PMPM Payment, for the month in which an Enrollee's disenrollment occurs.
  - g. The Parties acknowledge and accept that the Agency has a right to recover PMPM Payments paid to the Contractor for Enrollees listed on the monthly roster who are later determined ineligible for enrollment. In any event, the Agency may only recover payments made for Enrollees listed on a roster if it is determined by the Agency that the Contractor was not responsible for the provision of services for any portion of the payment period. Notwithstanding the foregoing, the Agency always has the right to recover duplicate PMPM Payments paid for persons enrolled in the ICN Program under more than one Medicaid identification number whether or not the Contractor has made payments to Providers or Subcontractors for services under this RFP. All recoveries will be made pursuant to guidelines developed by the Agency.
  - h. Incentive Program and Payments. The Contractor will be eligible for incentive payments based on exceeding the annual Nursing Facility and HCBS mix target and the achievement of other measures in accordance with Appendix E of this RFP.
2. Unclaimed Funds
    - a. All unclaimed funds in the possession or under the control of the Contractor shall, at all times, be maintained as a liability on the books of the Contractor until the funds are claimed or transferred to the custody of the State under the provisions of the Uniform Disposition of Unclaimed Property Act.
  3. Recoupment of Overpayments and Other Amounts Due to the Agency
    - a. The Contractor agrees that the Agency is authorized to offset PMPM Payments owed by the Agency to the Contractor to satisfy any amounts due from the Contractor to the Agency, including but not limited to amounts due with respect to Sanctions, liquidated damages, and the recovery of any other Overpayments.
    - b. The Contractor must report Overpayments to the Agency. The Contractor must report to the Agency within sixty (60) Calendar Days when the Contractor has identified PMPM Payments or other Overpayments in excess of amounts specified in this RFP.
    - c. On an annual basis, the Contractor must submit a report of Overpayment recoveries, to the Agency.
  4. Claims Processing and Payments
    - a. The Contractor must cooperate with all appropriate Federal and State agencies,

including the Agency and the Medicaid Fraud Control Unit (MFCU), on investigations of suspected fraud, waste, and/or Abuse, including those related to HCBS Case Management Claims.

- b. The Contractor must notify the Agency's Program Integrity Division on the 1st and 15th of each month regarding all internal and external tips with potential implications of billing anomalies related to HCBS Case Management Claims for Enrollees.

## **FF. Fraud and Abuse**

### **1. General Requirements**

- a. The Contractor must comply with all State and federal laws and regulations relating to fraud, Abuse, and waste in the Medicaid and Children's Health Insurance Programs (CHIP).
- b. The Contractor must cooperate and assist the State and any State or federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, Abuse, or waste. At any time during normal business hours any State or federal agency, and/or their designee(s), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the Contract and any other applicable rules for as often as they may deem necessary during the Contract period and for a period of six (6) years from the expiration date of the Contract (including any extensions to the Contract).
- c. The Contractor and its Subcontractors must make all program and financial records and service delivery sites open to the representative or any designees of the above. Each federal and State agency must have timely and reasonable access and the right to examine and make copies, excerpts or transcripts from all books, documents, papers, and records which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions, contact and conduct private interviews with Contractor clients, employees, and contractors, and do on- site reviews of all matters relating to service delivery as specified by the Contract. The rights of access in this subsection are not limited to the required retention period but must last as long as records are retained. The Contractor must provide originals and/or copies (at no charge) of all records and information requested. Requests for information must be compiled in the form and the language requested.
- d. Contractor's employees and its contractors and their employees must cooperate fully and be available in person for interviews and consultation regarding grand jury proceedings, pre-trial conferences, hearings, trials, and in any other process.
- e. The Contractor must certify all statements, reports and Claims, financial and otherwise, as true, accurate, and complete. The Contractor must not submit for payment purposes those Claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and State law, applicable regulations, the Contract, and Medicaid policy.
- f. The Contractor must report to the Agency, within three (3) Business Days, when discovered that any Contractor employees, Subcontractor, or Subcontractor's employees have been excluded, suspended, or debarred from any State or federal healthcare benefit program.

### **2. Prohibited Affiliations**

- a. In accordance with 42 C.F.R. § 438.608(b) and 42 C.F.R. § 438.608(c) (1), (2), and (3), the Contractor must comply with all regulations regarding Provider screening and enrollment requirements, and disclosure requirements.
- b. In accordance with 42 C.F.R. § 438.610 and 42 C.F.R. § 457.935, the Contractor must not knowingly have a relationship of the type described in this section with the following:
  - i. An individual or entity who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non- procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; or
  - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section.
- c. The Contractor must not have a relationship with an individual or entity or be controlled by an individual or entity that is excluded from participation in any Federal health care program under Sections 1128 or 1128A of the Social Security Act.
- d. “Relationship,” as described in this Section IV.GG.2., are defined as follows:
  - i. A director, officer, or partner of the Contractor;
  - ii. A Subcontractor;
  - iii. A person with beneficial ownership of five percent (5%) or more of the Contractor's equity; or
  - iv. A Provider in the Contractor’s network or person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this RFP Contract.
- e. The Contractor must provide written disclosure to the Agency of any of the above prohibited affiliations.
- f. If the Agency learns that the Contractor has a prohibited relationship with a person or entity who is debarred, suspended, or excluded from participation in Federal healthcare programs, the Agency:
  - i. Must notify the Secretary of HHS of the noncompliance;
  - ii. May continue an existing agreement with the Contractor unless the Secretary of HHS directs otherwise; and
  - iii. May not renew or extend the existing Contract with the Contractor unless the Secretary of HHS provides to the Agency and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- g. Nothing in this section must be construed to limit or otherwise affect any remedies available to the United States under Sections 1128, 1128A, or 1128B of the Social Security Act.
- h. The Contractor must disclose to CMS and the Agency, and to Enrollees upon reasonable request, information on ownership and control, business transactions and persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B. The Contractor must obtain federally required disclosures from all Participating Providers and applicants in accordance with 42 C.F.R. Part 455 Subpart B and 42 C.F.R. § 1002.3, and as specified by Medicaid including but not limited to obtaining

- such information through Provider enrollment forms.
- i. The Contractor must notify the Agency within three (3) Business Days of the time it receives notice that action is being taken against the Contractor or any person defined above or under the provisions of Section 1128(a) or (b) of the Social Security Act (42 U.S.C. §1320a-7) or any contractor which could result in exclusion, Debarment, or suspension of the Contractor or a contractor from the Medicaid or CHIP programs, or any program listed in Executive Order 12549.
  - j. The Contractor and its Subcontractors must disclose to Medicaid, any persons or corporations with an ownership or control interest in the Contractor that:
    - i. Has direct, indirect, or combined direct/indirect ownership interest of five percent (5%) or more of the Contractor's equity;
    - ii. Owns five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor's assets;
    - iii. Is an officer or director of a Contractor organized as a corporation; or
    - iv. Is a partner in a Contractor organized as a partnership.
  - k. In accordance with 42 C.F.R. § 455.104(b), the Contractor must disclose the following to the Agency:
    - i. The name and address of any individual or corporation with an ownership or control interest in Contractor and its Subcontractors. The address for corporate entities must include an applicable primary business address, every business location, and P.O. Box address;
    - ii. Date of birth and Social Security Number of any individual with an ownership or control interest in the Contractor and its Subcontractors;
    - iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Contractor and/or in any Subcontractor in which Contractor has a five percent (5%) or more interest;
    - iv. Whether the individual or corporation with an ownership or control interest in Contractor is related to another person with ownership or control interest in Contractor as a spouse, parent, child, or sibling; or whether the individual or corporation with an ownership or control interest in any Subcontractor in which Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
    - v. The name of any other disclosing entity (or the Agency Medicaid's Fiscal Agent or other managed care entity) in which an owner of Contractor has an ownership or control interest; and
    - vi. The name, address, date of birth, and Social Security Number of any managing employee of Contractor
  - l. In accordance with 42 C.F.R. § 455.104(c), disclosures from Contractor and its Subcontractors are due at any of the following times:
    - i. Upon the Contractor submitting a proposal in accordance with the Agency's procurement process;
    - ii. Upon execution, renewal, or extension of a Contract with the Agency; or
    - iii. Within thirty-five (35) Calendar Days after any change in ownership of the Contractor.
  - m. In accordance with 42 C.F.R. § 455.104(d), all disclosures must be provided to the Agency.

- n. The Agency will review the ownership and control disclosures submitted by the Contractor and any of the Contractor's Subcontractors.
- o. In accordance with 42 C.F.R. § 455.104(e), Federal financial participation (FFP) is not available in any amounts made to a Contractor that fails to disclose ownership or control information as required by said section. FFP is also not available for any amounts paid to the Contractor that could be excluded from participation in Medicare or Medicaid for any of the following reasons:
  - i. The Contractor is controlled by a sanctioned individual;
  - ii. The Contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in Section 1128(b)(8)(B) of the Social Security Act; or
  - iii. The Contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
    - 1. Any individual or entity excluded from participation in Federal health care programs; or
    - 2. Any entity that would provide those services through an excluded individual or entity.
- p. The Contractor must maintain such disclosed information in a manner in which can be periodically searched by the Contractor for exclusions and provided to the Agency in accordance with this RFP and relevant Federal and State laws and regulations. In addition, the Contractor must comply with all reporting and disclosure requirements of 42 USC § 1396b(m)(4)(A) if the Contractor is not a federally qualified health maintenance organization under the Public Health Service Act. The Contractor must also comply with all reporting and disclosure requirements set forth in any federal or State statute or regulation. See Section X.N of this RFP.

**GG. Quality Assessment and Performance**

- 1. Quality Improvement Plan
  - a. The Contractor may be required to develop and submit a written Quality Improvement Plan to the Agency.
  - b. The Contractor may be required to conduct an annual evaluation of the effectiveness of its Quality Improvement Plan for the previous calendar year.
  - c. If required by the Agency, the Quality Improvement Plan must identify processes and/or measures for:
    - i. Monitoring the healthcare services provided, including assessing the appropriateness and quality of the appropriateness and quality of improving ICN Quality Measure outcomes;
    - ii. Monitoring the effectiveness and impact of the Contractor's Medical Case Management services;
    - iii. Monitoring the delivery of long-term care services provided, including but not limited to:
      - 1. An assessment of care between care settings; and

- 2. An assessment of the level of HCBS Case Management provided.
    - iv. Assuring that Enrollees have the opportunity to self-direct their community-based services and have appropriate supports.
- 2. Performance Monitoring and Improvement Process as may be required by the Agency.
  - a. The Contractor must cooperate and participate, as requested by the Agency, in the Agency's performance monitoring and improvement process. At a minimum, this may include the following activities: the review of monthly, quarterly, and annually reported quality and Performance Measure data, 1915(c) waiver Performance Measures, CMS-required performance standards and other measures as deemed appropriate by the Agency to manage the Contractor.
  - b. The Agency shall track and provide ICN Quality Measure results to the Contractor to evaluate program performance and outcomes.
  - c. Upon request by the Agency, the Contractor shall provide all relevant information necessary to evaluate the performance and outcomes.
  - d. At least quarterly and upon request by the Agency, the Contractor must attend a meeting with the Agency to share performance results and to discuss performance successes and challenges to aid the Agency in determining the effectiveness of the Contractor's quality improvement activities.
  - e. Quality Monitoring by the Agency. The Agency shall review, at least annually, the impact and effectiveness of the Contractor's Quality Improvement Plan. The items the Agency shall review include but are not limited to the ICN Quality performance, the Contractor's most current annual Quality Improvement Plan, the Contractor's most current Quality Improvement Plan evaluation for the previous calendar year, and the Contractor's Medical Management Committee minutes. At least sixty (60) Calendar Days prior to the Agency's review, the Contractor shall provide to the Agency:
    - i. The Contractor's most current annual Quality Improvement Plan;
    - ii. The Contractor's most current Quality Improvement Plan evaluation for the previous calendar year; and
    - iii. All other information requested by the Agency to facilitate the Agency's review of the Contractor's compliance standards defined in the Agency's quality strategy.
- 3. ICN Incentive Program. Beginning in year one (1) of the contract period, the Contractor will have the opportunity to participate in an Incentive Program based upon the mix of HCBS versus Nursing Facility Enrollees, as defined in Appendix EE. The Agency may provide additional components of the Incentive Program related to Quality Measures.
- 4. The Contractor shall require its staff and all Subcontractors to monitor and document Critical Incidents as specified by the Agency and Alabama Department of Public Health policy. This shall include, but not be limited to the following:
  - a. Requiring that the Contractor's staff and Subcontractors monitor Critical Incidents involving HCBS Enrollees to the Medicaid approved Case Management system in accordance with the Agency's policies and procedures and 1915(c) waiver reporting requirements. The Contractor must establish an interface with the approved system so that it can monitor when Critical Incidents involving Enrollees occur.
  - b. Requiring that the Contractor's staff and Subcontractors report Critical Incidents involving Enrollees residing in Nursing Facilities in accordance with the Alabama Department of Public Health's policies and procedures. The Contractor must establish a mechanism to alert the Alabama Department of Public Health when

Critical Incidents involving Enrollees residing in Nursing Facilities occur.

- c. Requiring that the Contractor and its Subcontractors provide appropriate training to ensure its staff understand and comply with Critical Incident reporting requirements.
- d. Requiring that the Contractor's staff and its Subcontractors cooperate with any investigation conducted by the Contractor or outside agencies.
- e. In no instance shall the Contractor be exempt from State reporting requirements of Enrollee abuse, neglect, or exploitation. The Agency may impose Sanctions if the Contractor knowingly fails to report suspected Enrollee abuse, neglect, or exploitation.

### **III. Pricing**

The Firm and Fixed Price of each year is stated on the Pricing Form 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](http://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](http://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>	<b>Ginger Carmack</b>
<i>Address:</i>	<b>Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624</b>
<i>E-Mail Address:</i>	<b>ICN.RFP@medicaid.alabama.gov</b>

### **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](http://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**

Pricing is identified on Appendix C.

## **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-ICN-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.

<b>Evaluation Factor</b>	<b>Highest Possible Score</b>
Vendor Experience and Capabilities	10
Scope of Work	75
References	5
Key Personnel	10
<b>Total</b>	<b>100</b>

**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](http://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

Should any part of the scope of work under this contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the ICN must do no work on that part after the effective date of the loss of program authority. The Agency must adjust payments to remove costs that are specific to any program or activity that is no longer authorized by law. If the ICN works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the ICN will not be paid for that work. If the Agency paid the ICN in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the Agency. However, if the ICN worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the ICN, the ICN may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

## **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 (2) years effective October 1, 2023, through September 30, 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.

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. Subcontracts**

Notwithstanding any relationship(s) it may have with any Subcontractor, the Vendor maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this RFP, but may enter into Subcontracts for the performance of work required under this Contract. No Subcontract which the Vendor enters into with respect to performance under the Contract shall in any way relieve the Vendor of any responsibility for the performance of duties under this Contract. The Vendor shall assure that all tasks related to the Subcontract are performed in accordance with the terms of this RFP. The Vendor shall identify in its Subcontracts any aspect of service that may be further subcontracted by the Subcontractor.

Each Subcontract shall be a written agreement between Vendor and Subcontractor which specifies the activities or obligations, and related reporting responsibilities, delegated to the Subcontractor, and shall provide the conditions for terminating the Subcontract or imposing other Sanctions if the Subcontractor's performance is inadequate. Contracts between the Vendor and the Subcontractor must require the Subcontractor to agree to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions.

Each Subcontract must require the Subcontractor to agree to the following audit requirements:

1. The Agency, CMS, the DHHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Subcontractor, or of the Subcontractor's Vendor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Vendor's Contract with the Agency.
2. The Subcontractor will make available, for purposes of an audit, evaluation, or inspection under this section of the RFP, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid Enrollees.
3. The right to audit under this section of this RFP will exist through ten (10) years from the final date of the Contract term or from the date of completion of any audit, whichever is later.

If the agency, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Agency, CMS, Or the HHS Inspector General may inspect, evaluate, and audit the Subcontractor at any time.

## **F. 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).

## **G. 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.

## **H. 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.

#### **I. 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.

#### **J. 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.

#### **K. 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.

#### **L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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.

## **T. 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.

## **U. 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.

## **V. 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.

## **W. 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.

## **X. 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.

## **Y. 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.

## **Z. 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.

### **AA. 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.

### **BB. 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.

## **CC. 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.

## **DD. 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.

## **EE. 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.

## **FF. 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.

## **GG. 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.

## **HH. Disclosure Statement**

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

## **II. 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.

**JJ. 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.

**KK. 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](http://www.sos.state.al.us). The “Application for Registration” showing application has been made must be submitted with the proposal.

**LL. 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.

**MM. 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	<b>a) BASIC PROPOSAL REQUIREMENTS</b>
<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, experience, and capabilities.
<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-ICN-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.
<b>Acknowledgment and Comply Statements</b>	
<input type="checkbox"/>	12. Response must include the signed statement at the bottom of Appendix F, 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. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Vendor’s proposal being deemed non-responsive

<input type="checkbox"/>	13. Response must include completed ICN Network Report template (Appendix H)
<input type="checkbox"/>	14. Submit names and resumes of Key Staff Personnel from RFP response



## 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)

Name of State Agency: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Contractor's Physical Street Address (No P.O. Box Accepted) \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_

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

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

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

% State Funds: \_\_\_\_\_ % Federal Funds: \_\_\_\_\_ % Other Funds: \_\_\_\_\_ \*\*

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

Date Contract Effective: \_\_\_\_\_ Date Contract Ends: \_\_\_\_\_

Type Contract: NEW: \_\_\_\_\_ RENEWAL: \_\_\_\_\_ AMENDMENT: \_\_\_\_\_  
 If Renewal, was it originally Bid? YES \_\_\_\_\_ NO \_\_\_\_\_

If AMENDMENT, Complete A through C:  
 [A] ORIGINAL contract amount \$ \_\_\_\_\_  
 [B] Amended total prior to this amendment \$ \_\_\_\_\_  
 [C] Amended total after this amendment \$ \_\_\_\_\_

Was Contract Secured through Bid Process? YES \_\_\_\_\_ NO \_\_\_\_\_ Was lowest Bid accepted? YES \_\_\_\_\_ NO \_\_\_\_\_  
 Was Contract Secured through RFP Process? YES \_\_\_\_\_ NO \_\_\_\_\_ Date RFP was awarded: \_\_\_\_\_  
 Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>? YES \_\_\_\_\_ NO \_\_\_\_\_  
 If NO, give a brief explanation as to why not: \_\_\_\_\_

Summary of Contract Services to be Provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

*I certify that the above information is correct.*

_____ Signature of Agency Head	_____ Signature of Contractor
_____ Printed Name of Agency Head	_____ Printed Name of Contractor

Agency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Revised 8/2/2017

**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

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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
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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.)

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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.)

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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
----------------------------------	---------

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**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](mailto:teresa.lee@governor.alabama.gov)



**PART II.** Complete this section **ONLY** if contract was awarded by RFP or RFQ. **Check all that apply.**

- Solicitation was posted to online database as required by § 41-4-66.
  - The solicitation was distributed to how many providers?
  - The agency received responses/proposals from how many providers?
  - Explanation of how proposals were evaluated:
- 
- 
- 

**PART III.** Complete this section **ONLY** if contract is for **IT (Information Technology) related services.**

- Contract is for professional services such as IT consulting or custom software/system design and development, not for off-the-shelf software or off-the-shelf cloud-based product.
  - Written approval of OIT attached per § 41-4-285
- If exemption from OIT approval is claimed, please explain basis:
- 
- 
- 

**PART IV.** Complete this section **ONLY** if contract is for **personal services** (employer-employee relationship).

- 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.**

- 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.
- Contract does not contain a waiver of sovereign immunity.
- Contract does not require the state to indemnify.
- Contract contains all required clauses:
  - Early termination clause on page: RFP Pg
  - Alternative Dispute Resolution clause on page: RFP Pg
  - Merit System Exclusion clause on page: \_\_\_\_\_
  - Beason-Hammon (immigration) clause on page: Contract Amendment
  - No-boycott (i.e. free trade) clause on page: Contract Pg 1
- 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.**

\_\_\_\_\_ **Agency/Department Head**

# **Appendix C: Pricing**

**See Attached Excel document**

## Appendix D: Financial -Agency Established PMPM Rate

The reimbursement are for the provision of HCBS Waiver Case Management will be through a per member per month rate to the Contractor. The Agency will establish PMPM rates to be paid to the Contractor for each Enrollee. The Contractor shall distribute payment to the Case Management subcontractors in accordance with the Agency approved contracts with the Case Management subcontractors,

### PMPM Calculation

1.

There will be two (2) PMPM rates – one (1) for Nursing Facility Enrollees and one (1) for HCBS Enrollees. For HCBS Enrollees, a baseline PMPM will be calculated based on previous ICN Program data in addition to the current HCBS expenditures, anticipated new incremental Case Management and administrative expenditures will be added to the baseline PMPM on an fiscal year basis for both Nursing Facility and HCBS Enrollees. The components will be calculated as follows:

- a) **ICN ENROLLMENT:** Enrollees will be comprised of both Nursing Facility and HCBS individuals (Elderly & Disabled (E&D) waiver and Alabama Community Transition (ACT) waiver).

Nursing Facility ICN Enrollment: If an individual has a Nursing Facility service in 3 or more months and has at least 60 consecutive days of Nursing Facility services during that time span, the individual is considered an Enrollee for any month that a Nursing Facility service was rendered

HCBS ICN enrollment: Each month that an individual who has an E&D or ACT waiver service and Long Term Care segment in the Agency MMIS is considered an Enrollee for that month.

- b) Case Management and Administrative Expenditures :

For both the Nursing Facility and HCBS PMPM, incremental annual Case Management and administrative costs anticipated to be incurred by the ICN for each year will be included. The incremental costs will be made available for the ICN to deflect Recipients entering the LTSS system away from the Nursing Facility and into the HCBS setting. The most recent FY23 PMPM is \$350.90 (\$335.90 + \$15 Appendix K) for HCBS Enrollees and \$21.59 for Nursing Facility Enrollees  
The Contractor is required to reimburse CMO's at a minimum of 90% of the HCBS Enrollee PMPM

## Appendix E: Financial ICN Incentive Program

### Key Features of the Incentive Program

1. Beginning in year one (1) of the contract period, the Contractor will have the opportunity to participate in an Incentive Program.
2. The Agency will distribute incentive pool funds based on achievement of the Incentive Program components below:
  - a) Exceeding the Nursing Facility and HCBS Annual Mix Target
  - b) Management of Nursing Facility Enrollees with a Transition of Care
  - c) Net Increase in number of HCBS Waiver slots filled
  - d) Transmission of Acuity related data from Case Management system to Agency
  - e) the Agency may develop Quality Measures as additional components of Incentive Program based on Acuity Data transmitted.
3. By ninety (90) Calendar Days after each Fiscal Year, the Agency will produce a report indicating the Contractor's performance on all of the incentive components for the previous Fiscal Year.
4. The Contractor has thirty (30) Calendar Days to review and engage in informal discussions related to the report prior to the Contractor's score being made final and binding, and payment being made to the Contractor, if any.
5. The Contractor's final performance score and Incentive Program payment, if any, shall not be subject to Appeal.
6. When possible, the Agency aims to distribute the Nursing Facility Mix earned incentive funds within four (4) months after the end of each Fiscal Year based on the performance in the previous Fiscal Year.

Component	Description/Assessment Criteria	Amount of Incentive Pool Funds Earned	Anticipated Distribution Date
Exceeding the Annual Nursing Facility and HCBS Mix Target	Annual Mix Target ➤ For achieving agency-defined annual mix target	\$1,200,000 for 2% improvement in the mix compared to the mix target	January of next FY
Nursing Facility Transition of Care Management	➤ Management of Nursing Facility residents with an Admission, Discharge, or Transfer transition of care	\$250,000	Per Quarter
Net Increase in Slot Utilization	➤ Net increase of less than 210 ➤ Net increase of 210 to 299 slots per quarter ➤ Net increase of 300 to 499 per quarter ➤ Net increase of 450 slots per quarter	Per Quarter: ➤ \$0 ➤ \$420,000 ➤ \$720,000 ➤ \$1,260,000+ ➤ \$2,800 per slot	Per Quarter
Acuity Level Data	Transmission of Data to derive Acuity levels for ICN population utilizing existing criteria and layout.	➤ Up to \$800,000 per year ➤ 75% funds received to be passed to CMO's	Per Quarter

# Appendix F: Scored Items and Compliance Acknowledgement

**Alabama Medicaid Agency**  
**ICN Program Manager Request for Proposal**  
**RFP#: 2023-ICN-01**  
**Scored Items and Compliance Acknowledgement**

**Instructions:** Contractors must provide a hard and soft copy narrative response to the Section IV - Scope of Work (**Scored Items**), listed below. The vendor’s response should include:

- HOW do you intend to complete the requirement
- WHAT problems\issues need to be resolved
- WHAT assistance will be needed from the Agency
- WHO will execute the requirement
- WHAT additional information would you like to submit
- 

The response to each requirement, listed below, must not exceed two (2) pages. Attached documents, including graphics, flow charts, diagrams, and other descriptive information should only be used to support the information in the narrative response. Attachments not directly referenced in the narrative response, will not be reviewed. Attachments, including graphics, charts, and other supplemental information must not exceed ten (10) pages for the entirety of this document. Pages in excess of the stated page limits (including supplemental pages), will not be reviewed.

Requirements, listed below, may be paraphrased. Refer to RFP document for complete description.

## 1. VENDOR EXPERIENCE AND CAPABILITIES

VENDOR EXPERIENCE AND CAPABILITIES		
Section Title	Sec #	Requirement (Provide Description for:)
Place of Business and Hours of Operations	IV., 3-4	Submit description for Place Of Business and Hours Of Operations
Corporate Background References	Vib.1 .and 2	Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, etc.)
Corporate Background and References	V.3	Submit an organizational chart, and staffing plan with staffing experience requirements.
Corporate Background and References	V.4	Describe Operational Support Staffing plan

## 2. SCOPE OF WORK – Scoring Items

<b>SCOPE OF WORK</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
HCBS Case Mgmt	II.X.1	Describe plan to support HCBS Case Management through CMOs
HCBS Case Mgmt	II..	Describe plan to monitor CMO's delivery of HCBS Case Management
HCBS Case Mgmt	II.. X.4	Describe system(s) establishing connection with CMOs allowing access to Enrollee care plans.
Medical Case Mgmt	II.. Y.1	Describe your Medical Case Management program
Medical Case Mgmt	II.Y.5	Describe the data system used for documenting Medical Case Management services to Enrollees.
Case Mgr Training	II.AA	Submit the Case Manager Training plan\program.
Education and Outreach	II.. O	Describe Education and Outreach plan to Providers and Enrollees.
Single Point of Entry Supportive Services	II.I.1	Describe coordination plan with ADRCs.
Single Point of Entry Supportive Services	II.. I.2	Describe your Pre-enrollment Education plan.
Single Point of Entry Supportive Services	II.. I.3	Describe your Community Education plan.
ICN Network Requirements	II.	Complete (attached Excel spreadsheet) demonstrating LOIs with Nursing Facilities and CMOs.
Data to Support Case Management Activities	II.. Z.1-3	Describe the information technology system and processes integrate and share data, link data and systems, and ensure that patient data is accessible 24/7.
Reporting	II.CC	Submit a Reporting plan that includes a health information system that will collect, analyze, integrate and report data, and submit certified data, and required and ad hoc reports to the Agency.
Technical Infrastructure and Reporting	II.. FF.1	Describe technical infrastructure, and process for reporting and transmitting data with the Agency.

### 3. KEY STAFF REQUIREMENTS

<b>KEY STAFF REQUIREMENTS</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>

Corporate Background and References	V.6	Submit Resumes to meet requirements
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**4. PRICE**

<b>PRICE</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
Pricing Form	Appendix C	(Appendix C - Pricing Form)

**5. CONTRACTOR ACKNOWLEDGMENT STATEMENT**

The Contractor acknowledges and agrees to comply with all terms, conditions, and requirements set forth in this RFP.

\_\_\_\_\_  
Print Name of Vendor Representative

\_\_\_\_\_  
Print Title of Vendor Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Appendix G: Defined Terms and Acronyms

**Abuse** – Contractor or Provider practices that are inconsistent with sound fiscal, business or medical practices and result in unnecessary cost to the Medicaid program or in reimbursement for services which are not Medically Necessary or that fail to meet professionally recognized standards for health care. Nothing in this definition is intended to imply that disputes arising from routine Provider reviews or audits necessarily constitute program Abuse. Examples of Abuse as defined by the Agency include:

1. Over-utilizing the Medicaid program by furnishing, prescribing or otherwise causing an Enrollee to inappropriately receive service(s) or merchandise which is not Medically Necessary or not otherwise required or requested by the Enrollee, or not generally provided private pay patients;
2. Charging Enrollees for services over and above that paid for or allowed by the Agency;
3. Failing to timely correct deficiencies in the Contractor’s operations after receiving written notice of these deficiencies from the Agency;
4. Failing to repay or make arrangement for the repayment of identified Overpayments or otherwise erroneous payments received from the Agency’s Fiscal Agent; or
5. Failing to maintain a status of good standing with any professional licensing, peer review or similar organization governing the Contractor or Provider.

**Acute** – A condition, diagnosis or illness with a sudden onset and that is of short duration. **Agency** – The Alabama Medicaid Agency or any successor agency of the State designated as the “single state agency” to administer the Medicaid program described in Title XIX of the Social Security Act.

**Alabama Medicaid State Plan or State Plan** – The Alabama Medicaid Agency agreement filed with and approved by the Centers for Medicare and Medicaid Services (CMS) that describes the Alabama Medicaid program.

**Appeal** – A request for a review under Alabama Medicaid Administrative Code Chapter 560- X.3.

**Business Day** – Any day except Saturday, Sunday or a legal holiday. The word "day" not qualified as Business Day means Calendar Day.

**Calendar Day** – All seven (7) days of the week. NOTE: When a deadline or timeframe provided herein ends on a Calendar Day, the last day of the designated period shall be included unless it is a Saturday, Sunday or a legal holiday, in which event the designated period shall run until the end of the next day which is not a Saturday, Sunday or a legal holiday.

**Claim** – A Claim means 1) a bill for services, 2) a line item of service or 3) all services for one Enrollee within a bill.

**Clean Claim** – A Claim from a Provider for Covered Services that can be processed without obtaining additional information.

**Case Manager** – The professional staff (e.g., Area Agency on Aging (AAA) Case Manager, Nursing Facility staff) tasked with completing service coordination requirements.

**Case Management** – A process that assesses, plans, implements, coordinates, monitors and evaluates the options and services required to meet an Enrollee’s health needs using communication and all available resources to promote quality outcomes.

**Case Management Organization (CMO)** – an organization providing Case Management for the 1915(c) waivers enrolled in the ICN program pursuant to Section IV.G.1 of this RFP (e.g. AAAs and other agencies currently providing HCBS Case Management.)

**Contract** – The written agreement between the Agency and the Contractor, and includes the Contract, RFP, any addenda, appendices, attachments, or amendments thereto.

**Contractor** – The Integrated Care Network that contracts hereunder with the Agency for the provision of comprehensive health care services to Enrollees on a prepaid, capitated basis for a specified benefits package.

**Critical Incident** – Any actual event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an Enrollee in the course of service delivery, treatment, or care.

**Debarment** – Exclusion from participation as a Medicare/Medicaid Provider.

**Disaster** – An occurrence of any kind that severely inhibits the Contractor's ability to conduct daily business or severely affects the required performance, functionality, efficiency, accessibility, reliability or security of the Contractor's system. Disaster may include natural disaster, fire, vandalism, system failure, human error, computer virus or malfunctioning hardware or electrical supply.

**Dual Eligible** – An Enrollee who is eligible for both Medicaid (Title XIX) and Medicare (Title XVIII) programs.

**Encounter** – The basic unit of service used in accumulating utilization data and/or a face-to-face contact between an Enrollee and a Provider resulting in a service to the Enrollee.

**Enrollee** – A person who has been assigned one or more Medicaid identification numbers and has been certified by the Agency as eligible for Medicaid under the Alabama Medicaid State Plan and who is enrolled with the Contractor under this Contract. For purposes of notices and consents required hereunder, and wherever else applicable in this Contract, the term Enrollee shall also mean the Enrollee Representative as defined hereafter.

**Enrollee Representative** – an individual or organization properly authorized in accordance with Alabama Medicaid Administrative Code Chapter 560-X-26 to act on behalf of the Enrollee. For purposes of notices and consents required hereunder, and wherever else applicable in this Contract, the term Enrollee shall also mean the Enrollee Representative.

**Enrollee Handbook** – A source of information to Enrollees regarding Covered Services and process for obtaining services (including transportation), enrollment and disenrollment policies and procedures, Enrollee rights and responsibilities, telephone access and any special requirements to help Enrollees and Potential Enrollees understand the ICN Program's requirements and benefits.

**Fee-for-Service** – A method of reimbursement based upon payment to Providers for services rendered to Recipients subsequent to, and specifically for, the rendering of those services.

**Fiscal Agent** – The company designated by the Agency, through contract, to maintain the Agency's Claims processing system.

**Fiscal Year** – October 1 through September 30. The Fiscal Year for an Integrated Care Network must be the same as the State of Alabama—October 1 through September 30.

**Grievance** – An Enrollee's expression of dissatisfaction which may include, but are not limited to, the quality of care or Covered Services provided, and aspects of interpersonal relationships such as rudeness of a Provider or employee, or failure to respect the Enrollee's rights regardless of whether remedial action is requested.

**HIPAA** – The Administrative Simplification Provisions, Sections 261 through 264, of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

**Home and Community-Based Services (HCBS)** – Title XIX Medicaid-funded services provided to elderly or disabled individuals who, without these services, would require services in a Nursing Facility or intermediate care facility. These services provide opportunities for Recipients to receive services in their own home or community rather than institutions or other isolated settings.

**Indian** – An individual, defined at 25 U.S.C. §§ 1603(13), 1603(28), or 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. § 136.12 and this individual meets the criteria under 42 C.F.R. § 438.14(a)(i)-(iv).

**ICN Quality Measures** – Determined by the Agency and the ICN Quality Assurance Committee, ICN Quality Measures help the Agency measure and assess the Contractor's health care processes, outcomes, Enrollee perceptions, and organizational structure and/or systems that are associated with the Contractor's ability to provide high-quality health care and/or that relate to one or more quality goals for health care. These goals include: effective, safe, efficient, patient-centered, equitable and timely care.

**Long-Term Care Services** – Medicaid-funded Nursing Facility services, home-based and community-based support services, or such other long-term care services as the Medicaid Agency may determine by rule provided to certain Medicaid Beneficiaries.

**Management Information System** – Computerized system used for the processing, collecting, analysis, and reporting of information needed to support Medicaid functions.

**Medicaid** – The joint Federal/State program of medical assistance established by Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.*, which in Alabama is administered by the Agency.

**Medicaid Beneficiaries** – Those beneficiaries who have been determined eligible for Medicaid benefits in a Nursing Facility or HCBS waiver programs covered by the Alabama Medicaid State Plan, who have also been determined by a qualified Provider to meet the level of care for Nursing Facility services, and those Medicaid Beneficiaries who are also eligible for Medicare coverage, under Title XVIII of the Social Security Act, and who are assigned by the Agency to an ICN.

**Medical Records** – The document that records all of the medical treatment and services provided to the Enrollee.

**Medicare** – The program providing hospital and medical benefits under Title XVIII of the Social Security Act.

**Non-Emergency Transportation (NET)** – Transportation to or from a Medicaid Covered Service which is not urgent or emergent in nature.

**Nursing Facility** – An institution which is primarily engaged in providing nursing care and related services for residents who require medical and nursing care, rehabilitation services for the rehabilitation of injured, disabled or sick persons, or on a regular basis health related care and services to individuals who because of their mental or physical condition require care and services which may be made available to them only through institutional facilities. A facility may not include any institution that is for the care and treatment of mental disease except for services furnished to individuals age 65 and over.

**Overpayment** – Any payment to the Contractor by the Agency to which the Contractor is not entitled to under Title XIX of the Social Security Act.

**Parties** – The Agency and the Contractor/Vendor.

**Performance Measure** – A consistent measurement of service, practice and governance of a health care organization. Measurements must produce solid, statistically-based measurement of critical processes that, in turn, must permit the organization to make solid decisions about improvements

**Physician** – A doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she renders services

**Plan** – Refers to an ICN, affiliates and/or any other payer.

**Potential Enrollee** – A Recipient or Medicaid eligible individual who is subject to mandatory enrollment or who may voluntarily elect to enroll with an ICN, but is not yet enrolled with a specific Integrated Care Network.

**Privacy Rule** – The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

**Provider** – An institution, facility, agency, person, partnership, corporation or association which is approved and certified by the Agency as authorized to provide the Enrollees the services specified in the Alabama Medicaid State Plan at the time services are rendered.

**Quality Improvement Plan** – The Contractor's program for systematically monitoring and evaluating the quality and appropriateness of care and services rendered to Enrollees, thereby promoting and improving quality of care and quality patient outcomes for its Enrollees. Refer to Section IV.HH and 42 C.F.R. § 438, Subpart E.

**Recipient** – A person who has been assigned one or more Medicaid identification numbers and has been certified by the Agency as eligible for medical assistance under the Alabama Medicaid State Plan.

**Recoupment** – The procedure of obtaining repayment of an equivalent Overpayment received from the Medicaid program by a Provider, Enrollee or a Contractor, or Subcontractor. Procedure could include withholding payments for Claims being processed or payments to a Contractor.

**Sanction** – An adverse action taken for failure to demonstrate compliance in one or more areas of contractual responsibility.

**Social Security Act** – The legislation, signed in 1965, which authorized Medicare, under Title XVIII, and Medicaid, under Title XIX, as amended.

**Special Health Care Needs** – Individuals who have high health care needs, multiple chronic conditions, mental illness or substance use disorder and either 1) have functional disabilities, or 2) live with health or social conditions that place them at risk of developing functional disabilities which may include serious chronic illnesses, or certain environmental risk factors such as homelessness or family problems that lead to the need for placement in nursing care.

**State** – The State of Alabama.

**Subcontract** – Any written agreement between the Contractor and any other individual, entity, facility or organization that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract.

**Subcontractor** – Any individual or entity that has a contract with the Contractor that relates directly or indirectly to the performance of the Contractor’s obligation under this Contract.

## Acronyms

AAA	Area Agency on Aging
ADRC	Aging and Disability Resource Centers
ADSS	Alabama Department of Senior Services
BA	Bachelor of Arts
BS	Bachelor of Science
CAP	Corrective Action Plan
CEO	Chief Executive Director Officer
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CHIP	Children’s Health Insurance Program
CMO	Care Management Organization
CMS	Centers for Medicare and Medicaid Services
EDI	Electronic Data Interchange
FFP	Federal Financial Participation
FY	Fiscal Year
HCBS	Home and Community-Based Services
HHS	United States Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
ICN	Integrated Care Network
IS	Information Systems
IT	Information Technology
LOI	Letter of Intent
LTSS	Long-Term Services and Supports
MFCU	Medicaid Fraud Control Unit
MIS	Management Information System
MMIS	Medicaid Management Information System
NET	Non-Emergency Transportation
PHI	Protected Health Information
PMPM	Per Member, Per Month
RFP	Request for Proposal
TTY/TTD	Text Telephone/Telecommunication Device for the Deaf
UM	Utilization Management
USC	United States Code

## **Appendix H: ICN Network' Report Template**

**Instructions:** As a part of the Vendor's response, the Vendor must complete the MS Excel document is posted on the Agency's Website for the Vendors to fill out and submit in accordance with the submission requirements of the RFP.

# Appendix I: Letter of Intent (LOI) to Contract

## Letter of Intent to Contract between the ICN and Care Management Organizations

By signing below, the Case Management Organization (CMO) is expressing its interest in contracting with [Name of Bidder] to provide Home and Community-Based Services Case Management for the Elderly and Disabled and/or Alabama Community Transition waivers to Medicaid eligible enrollees for the Integrated Care Network (ICN) program, if [Name of Bidder] is awarded an ICN contract.

The ICN shall pay CMOs for HCBS Case Management provided to an Enrollee.

By signing below, the CMO is not obligated to sign a contract with [Name of Bidder] upon review of the terms of any proposed contract.

The following information is furnished by the provider:

1. Printed Name: <CMO\_Name>  
\_\_\_\_\_
2. Counties from which the CMO will serve ICN enrollees; \_\_\_\_\_
3. Address: <Address1><Address2> \_\_\_\_\_ City: <City> \_\_\_\_\_ State: <State> Zip: <ZipCode> \_\_\_\_\_
4. Telephone: <Phone> \_\_\_\_\_ Email: \_\_\_\_\_
5. Anticipated number of case managers that will be dedicated to the ICN program on a full-time basis and a part time basis: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

\_\_\_\_\_  
CMO Executive Director Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Office Contact

# Appendix J: Letter of Intent (LOI) to Coordinate

## Letter of Intent to Coordinate between the ICN and Nursing Facilities

By signing below, the nursing facility is expressing its interest in working with [Name of Bidder] to share and coordinate information about Integrated Care Network (ICN) enrollees that are residents of the nursing facility to ensure optimal health outcomes and continuity of care, if [Name of Bidder] is awarded an ICN contract.

Examples of activities on which to coordinate include:

- Confirmation that enrollees have received recommended preventive care, including vaccinations and wellness visits
- Development and assessment of enrollees' medication lists
- Implementation of strategies to mitigate preventable inpatient and emergency department utilization
- Integration of medical and long-term care needs for enrollees, as applicable
- Minimum Data Set (MDS) 3.0 Assessment, specifically Section Q related to Community Living

By signing below, the nursing facility is expressing interest in entering into a coordinating agreement with [Name of Bidder] if [Name of Bidder] is awarded an ICN contract. However, the nursing facility is not obligated to enter into a coordinating agreement with [Name of Bidder] upon review of the coordinating agreement.

The following information is furnished by the nursing facility:

1. Printed Name: <Nursing Facility Name>
2. NPI: <NPI> MAID: <MedicaidID>
3. Address: <Address1><Address2> City: <City> State: <State> Zip: <ZipCode> (where services will be provided)
4. Telephone: <Phone> Email: \_\_\_\_\_

\_\_\_\_\_  
Nursing Facility Administrator Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name/Title      Office Contact

## Appendix K: CMO

Abbreviation	Provider Name	Address	City	State	County	Zip	Counties Served
NACOLG	NW AL Council of Local Governments	P. O. Box 2603, 103 Student Drive Muscle Shoals, AL 35662	Muscle Shoals	AL	Lauderdale	35662	Colbert, Franklin, Lauderdale, Marion, Winston
WARC	West Alabama Regional Commission	4200 Highway 69 North, Suite 1 PO Box 509 Northport, AL 35476	Northport	AL	Tuscaloosa	35476	Bibb, Fayette, Greene, Hale, Lamar, Pickens, Tuscaloosa
M4A	Middle Alabama Area Agency on Aging	209 Cloverdale Circle Alabaster, AL 35007 P.O. Drawer 618 Saginaw, AL 35137	Alabaster	AL	Shelby	35137	Blount, Chilton, Shelby, St. Clair, Walker
RPCGB	Reg. Planning Commission of Greater Birmingham	2 20th Street North, Suite 1200 Birmingham, AL 35203	Birmingham	AL	Jefferson	35203	Jefferson
EARPDC	East AL Regional Planning and Development Comm.	P. O. Box 2186 1130 Quintard Avenue, Suite 300 Anniston, AL 36202	Anniston	AL	Calhoun	36202	Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, Talladega, Tallapoosa
SCADC	South Central AL Development Commission	5900 Carmichael Place Montgomery, AL 36117	Montgomery	AL	Montgomery	36117	Bullock, Butler, Crenshaw, Lowndes, Macon, Pike



ATRC	Alabama Tombigbee Regional Commission	107 Broad Street Camden, AL 36726	Camden	AL	Wilcox	3672 6	Choctaw, Clarke, Conecuh, Dallas, Marengo, Monroe, Perry, Sumter, Washington , Wilcox
SARCOA	Southern AL Regional Council on Aging	1075 South Brannon Stand Road Dothan, AL 36305	Dothan	AL	Houston	3630 5	Barbour, Coffee, Covington, Dale, Geneva, Henry, Houston
SARPC	South Alabama Regional Planning Commission	P. O. Box 1665 Mobile, AL 36633 110 Beauregard St., Ste 207 Mobile, AL 36602	Mobile	AL	Mobile	3660 2	Baldwin, Escambia, Mobile
CAAC	Central Alabama Aging Consortium	2500 Fairlane Dr, Ste 200 Montgomery , AL 36116	Montgomery	AL	Montgomery	3611 6	Autauga, Elmore, Montgomery
LRCOG	Lee-Russell Council of Governments	2207 Gateway Drive Opelika, AL 36801-6834	Opelika	AL	Lee	3680 1	Lee, Russell
NARCOG	North Central Alabama Regional Council of Governments	P. O. Box C Decatur, AL 35602	Decatur	AL	Morgan	3560 2	Cullman, Lawrence, Morgan
TARCOG	Top of AL Regional Council of Governments	5075 Research Drive NW Huntsville, AL 35805	Huntsville	AL	Madison	3580 5	DeKalb, Jackson, Limestone, Madison, Marshall

**Appendix L: NF List 2023**

**See Attached Excel document**



# State of Alabama Solicitation

<b>Solicitation</b> RFP 062 23000000069	<b>Document Phase</b> Final	<b>Document Description</b> Alabama Medicaid Agency Integrated Care Network
<b>Procurement Folder</b> 1751305	<b>Creation Date</b> 04/27/23	<b>Print Date</b> 04/28/23

## Request for Proposals

### CONTACTS

Contact Name	E-mail	Phone
<b>Requestor:</b> Info RFP	RFP@medicaid.alabama.gov	334-353-3785
<b>Issuer:</b> Info RFP	RFP@medicaid.alabama.gov	334-353-3785

**Buyer:**

**Bids will be accepted from:** 04/28/23

**to:** 06/15/23

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

### COMMODITY INFORMATION

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

Health Information Services

### SHIPPING AND BILLING

#### Shipping

null, null null

**Delivery Date:**

#### Billing

null, null null

**Delivery Type:**

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## **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

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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**

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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

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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:**

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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**



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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](mailto: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
23000000069	Final	Alabama Medicaid Agency Integrated Care Network	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
23000000069	Final	Alabama Medicaid Agency Integrated Care Network	Total Pages: 9

**ATTENTION:** Alabama Medicaid intends to post Alabama Medicaid Agency Integrated Care Network RFP specifications document by the close of business on 4/28/2023, to the Alabama Medicaid website at:

[http://www.medicaid.alabama.gov/CONTENT/2.0\\_newsroom/2.4\\_Procurement.aspx](http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx).

All questions concerning this RFP must be directed to:

[ICN.RFP@medicaid.alabama.gov](mailto:ICN.RFP@medicaid.alabama.gov)

**Amendment 1 to RFP 2023-ICN-01**

**5/25/23**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS, AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2023-ICN-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 II, Scope of Work, page 9, changed as follows:

*Currently Reads, in part, as:*

As part of the proposal, Vendors must provide detailed descriptions of all requirements listed in this RFP. Appendix G (Scored Items and Compliance Acknowledgement).

These sentences are *revised as:*

As part of the proposal, Vendors must provide detailed descriptions of all requirements listed in this RFP. Appendix F (Scored Items and Compliance Acknowledgement).

II. Section II, Subsection A, Paragraphs 1-2 on pages 9-10, changed as follows:

*Currently Reads as:*

1. The definitions of terms used herein, and the meaning of all acronyms can be found in Appendix I of this RFP. The order of preference for interpreting definition appearing in this RFP is (in descending order of priority):
  - a. Express definitions elsewhere in this RFP;
  - b. Definitions in the Alabama Medicaid Administrative Code;
  - c. Definitions in Federal law and regulations including 42 C.F.R. § 438.2; and
  - d. Expressed definitions in the approved Waiver documents
2. For purpose of this RFP, in addition to terms defined elsewhere in this RFP, the terms found in Appendix I have the following meanings when capitalized. If a term below is used without capitalization in this RFP, then the context determines whether the term is intended to be used with the defined meaning.

*Revised as:*

1. The definitions of terms used herein, and the meaning of all acronyms can be found in Appendix G of this RFP. The order of preference for interpreting definition appearing in this RFP is (in descending order of priority):
  - a. Express definitions elsewhere in this RFP;
  - b. Definitions in the Alabama Medicaid Administrative Code;
  - c. Definitions in Federal law and regulations including 42 C.F.R. § 438.2; and
  - d. Expressed definitions in the approved Waiver documents
2. For purpose of this RFP, in addition to terms defined elsewhere in this RFP, the terms found in Appendix G have the following meanings when capitalized. If a term below is used without capitalization in this RFP, then the context determines whether the term is intended to be used with the defined meaning.

III. Section II, Subsection H, Paragraph 2, Subparagraph a, page 13, changed as follows:

*Currently Reads as:*

To demonstrate the ability to create an adequate delivery network, the Vendor must provide the Excel spreadsheet in Appendix J – ICN Network Report Template demonstrating it has obtained Letters of Intent (LOIs; See Appendix K and L) from:

*Revised as:*

To demonstrate the ability to create an adequate delivery network, the Vendor must provide the Excel spreadsheet in Appendix H – ICN Network Report Template demonstrating it has obtained Letters of Intent (LOIs; See Appendix I and J) from:

IV. Section II, Subsection I, Paragraph 3, Subparagraph d, page 16, changed as follows:

*Currently Reads as:*

Prior to use, the Contractor must submit all written materials to the Agency for review and approval, in accordance with Section IV.O.

*Revised as:*

Prior to use, the Contractor must submit all written materials to the Agency for review and approval, in accordance with Section II.O.

V. Appendix F: Scored Items and Compliance Acknowledgement, page 78, changed as follows:

*Currently Reads as:*

Instructions: Contractors must provide a hard and soft copy narrative response to the Section IV - Scope of Work (Scored Items), listed below. The vendor's response should include:

*Revised as:*

Instructions: Contractors must provide a hard and soft copy narrative response to the Section II - Scope of Work (Scored Items), listed below. The vendor's response should include:

VI. Appendix F: Scored Items and Compliance Acknowledgement, page 78, changed as follows:

*Currently Reads as:*

<b>VENDOR EXPERIENCE AND CAPABILITIES</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
Place of Business and Hours of Operations	IV., 3-4	Submit description for Place Of Business and Hours Of Operations
Corporate Background and References	b.1 .and 2	Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, etc.)
Corporate Background and References	V.3	Submit an organizational chart, and staffing plan with staffing experience requirements.
Corporate Background and References	V.4	Describe Operational Support Staffing plan

*Revised as:*

<b>VENDOR EXPERIENCE AND CAPABILITIES</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
Place of Business and Hours of Operations	II., 3-4	Submit description for Place Of Business and Hours Of Operations
Corporate Background and References	V.b.1	Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, etc.)
Corporate Background and References	V.b.2	Submit an organizational chart, and staffing plan with staffing experience requirements.
Corporate Background and References	V.b.3	Describe Operational Support Staffing plan

VII. Appendix F: Scored Items and Compliance Acknowledgement, page 78, changed as follows:

*Currently Reads as:*

<b>SCOPE OF WORK</b>		
<b>Requirement (Provide Description for:)</b>		
ICN Network Requirements	II.	Complete (attached Excel spreadsheet) demonstrating LOIs with Nursing Facilities and CMOs.

*Revised as:*

<b>SCOPE OF WORK</b>		
<b>Requirement (Provide Description for:)</b>		
ICN Network Requirements	II.H	Complete (attached Excel spreadsheet) demonstrating LOIs with Nursing Facilities and CMOs.



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

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Organization

**Amendment 2 to RFP 2023-ICN-01**

**5/25/23**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS, AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2023-ICN-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 B, Schedule of Events, page 3, changed as follows:

*Currently Reads as:*

<b>EVENT</b>	<b>DATE</b>
RFP Issued	04/28/2023
Round 1 Questions Due by 5pm CT	05/09/2023
Posting of Round 1 Questions and Answers	05/16/2023
Round 2 Questions Due by 5pm CT	05/24/2023
Posting of Round 2 Questions and Answers	06/07/2023
Proposals Due by 5 pm CT	06/15/2023
Evaluation Period	06/16/2023-06/29/2023
Readiness Assessment	07/01/2023 – 10/01/2023
**Contract Review Committee	09/07/2023
Official Contract Award/Begin Work	10/01/2023

*Revised as:*

<b>EVENT</b>	<b>DATE</b>
RFP Issued	04/28/2023
Round 1 Questions Due by 5pm CT	05/09/2023
Posting of Round 1 Questions and Answers	05/16/2023
Round 2 Questions Due by 5pm CT	06/01/2023
Posting of Round 2 Questions and Answers	06/07/2023
Proposals Due by 5 pm CT	06/15/2023
Evaluation Period	06/16/2023-06/29/2023
Readiness Assessment	07/01/2023 – 10/01/2023

**Contract Review Committee	09/07/2023
Official Contract Award/Begin Work	10/01/2023

I hereby acknowledge the receipt of Amendment 2 to RFP 2023-ICN-01.

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Organization

**Amendment 3 to RFP 2023-ICN-01**

**6/7/23**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS, AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2023-ICN-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. Appendix F, Scored Items and Compliance Acknowledgement, page 79, changed as follows:

*Currently Reads as:*

<b>SCOPE OF WORK</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
HCBS Case Mgmt	II.X.1	Describe plan to support HCBS Case Management through CMOs
HCBS Case Mgmt	II..	Describe plan to monitor CMO’s delivery of HCBS Case Management
HCBS Case Mgmt	II.. X.4	Describe system(s) establishing connection with CMOs allowing access to Enrollee care plans.
Medical Case Mgmt	II.. Y.1	Describe your Medical Case Management program
Medical Case Mgmt	II.Y.5	Describe the data system used for documenting Medical Case Management services to Enrollees.
Case Mgr Training	II.AA	Submit the Case Manager Training plan\program.
Education and Outreach	II.. O	Describe Education and Outreach plan to Providers and Enrollees.
Single Point of Entry Supportive Services	II.I.1	Describe coordination plan with ADRCs.
Single Point of Entry Supportive Services	II.. I.2	Describe your Pre-enrollment Education plan.
Single Point of Entry Supportive Services	II.. I.3	Describe your Community Education plan.
ICN Network Requirements	II.	Complete (attached Excel spreadsheet) demonstrating LOIs with Nursing Facilities and CMOs.
Data to Support Case Management Activities	II.. Z.1-3	Describe the information technology system and processes integrate and share data, link data and systems, and ensure that patient data is accessible 24/7.
Reporting	II.CC	Submit a Reporting plan that includes a health information system that will collect, analyze, integrate and report data, and submit certified data, and required and ad hoc reports to the Agency.
Technical Infrastructure and Reporting	II.. FF.1	Describe technical infrastructure, and process for reporting and transmitting data with the Agency.

Revised as:

<b>SCOPE OF WORK</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
HCBS Case Mgmt	II.X.1	Describe plan to support HCBS Case Management through CMOs
HCBS Case Mgmt	II.X.2	Describe plan to monitor CMO's delivery of HCBS Case Management
HCBS Case Mgmt	II. X.4	Describe system(s) establishing connection with CMOs allowing access to Enrollee care plans.
Medical Case Mgmt	II. Y.1	Describe your Medical Case Management program
Medical Case Mgmt	II.Y.5	Describe the data system used for documenting Medical Case Management services to Enrollees.
Case Mgr Training	II.AA	Submit the Case Manager Training plan\program.
Education and Outreach	II. O	Describe Education and Outreach plan to Providers and Enrollees.
Single Point of Entry Supportive Services	II.I.1	Describe coordination plan with ADRCs.
Single Point of Entry Supportive Services	II. I.2	Describe your Pre-enrollment Education plan.
Single Point of Entry Supportive Services	II. I.3	Describe your Community Education plan.
ICN Network Requirements	II.	Complete (attached Excel spreadsheet) demonstrating LOIs with Nursing Facilities and CMOs.
Data to Support Case Management Activities	II. Z.1-3	Describe the information technology system and processes integrate and share data, link data and systems, and ensure that patient data is accessible 24/7.
Reporting	II.CC	Submit a Reporting plan that includes a health information system that will collect, analyze, integrate and report data, and submit certified data, and required and ad hoc reports to the Agency.



II. Appendix F, Scored Items and Compliance Acknowledgement, page 78, changed as follows:

*Currently Reads as:*

<b>VENDOR EXPERIENCE AND CAPABILITIES</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
Place of Business and Hours of Operations	IV., 3-4	Submit description for Place Of Business and Hours Of Operations
Corporate Background and References	V.b.1 .and 2	Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, etc.)
Corporate Background and References	V.3	Submit an organizational chart, and staffing plan with staffing experience requirements.
Corporate Background and References	V.4	Describe Operational Support Staffing plan

*Revised as:*

<b>VENDOR EXPERIENCE AND CAPABILITIES</b>		
<b>Section Title</b>	<b>Sec #</b>	<b>Requirement (Provide Description for:)</b>
Place of Business and Hours of Operations	II., 3-4	Submit description for Place of Business and Hours of Operations
Corporate Background and References	V.b.1.-2	Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, organization chart etc.)
Corporate Background and References	V.b.3. -5	Names of employees and resources. Names and resumes of Senior Managers and Partners in regards to this contract. A list of all similar projects the Vendor has completed within the last three years.

I hereby acknowledge the receipt of Amendment 3 to RFP 2023-ICN-01.

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Organization

	FY23	FY24	FY25	FY26	FY27	FY28
CURRENT MEMBERS PER MONTH - NURSING FACILITY	13,600	13,600	13,600	13,600	13,600	13,600
FY24-FY28 PMPM NF*	\$21.59	\$15.59	\$15.98	\$16.38	\$16.79	\$17.21
TOTAL PROJECTED DOLLARS-NF	293,624	212,024	217,325	222,758	228,327	234,035
CURRENT MEMBERS PER MONTH - HCBS	10,600	10,600	10,600	10,600	10,600	10,600
FY24-FY28 PMPM HCBS	\$ 350.90	\$ 359.67	\$ 368.66	\$ 377.88	\$ 387.33	\$ 397.01
TOTAL PROJECTED DOLLARS-HCBS	\$ 3,719,540	\$ 3,812,529	\$ 3,907,842	\$ 4,005,538	\$ 4,105,676	\$ 4,208,318















CMO Network 2023

<b>Abbreviation</b>	<b>Provider Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>County</b>	<b>Zip</b>	<b>Counties Served</b>
NACOLG	NW AL Council of Local Governments	P. O. Box 2603, 103 Student Drive Muscle Shoals, AL 35662	Muscle Shoals	AL	Lauderdale	35662	Colbert, Franklin, Lauderdale, Marion, Winston
WARC	West Alabama Regional Commission	4200 Highway 69 North, Suite 1 PO Box 509 Northport, AL 35476	Northport	AL	Tuscaloosa	35476	Bibb, Fayette, Greene, Hale, Lamar, Pickens, Tuscaloosa
M4A	Middle Alabama Area Agency on Aging	209 Cloverdale Circle Alabaster, AL 35007 P.O. Drawer 618 Saginaw, AL 35137	Alabaster	AL	Shelby	35137	Blount, Chilton, Shelby, St. Clair, Walker
RPCGB	Reg. Planning Commission of Greater Birmingham	2 20th Street North, Suite 1200 Birmingham, AL 35203	Birmingham	AL	Jefferson	35203	Jefferson
EARPDC	East AL Regional Planning and Development Comm.	P. O. Box 2186 1130 Quintard Avenue, Suite 300 Anniston, AL 36202	Anniston	AL	Calhoun	36202	Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, Talladega, Tallapoosa
SCADC	South Central AL Development Commission	5900 Carmichael Place Montgomery, AL 36117	Montgomery	AL	Montgomery	36117	Bullock, Butler, Crenshaw, Lowndes, Macon, Pike

CMO Network 2023

ATRC	Alabama Tombigbee Regional Commission	107 Broad Street Camden, AL 36726	Camden	AL	Wilcox	36726	Choctaw, Clarke, Conecuh, Dallas, Marengo, Monroe, Perry, Sumter, Washington, Wilcox
SARCOA	Southern AL Regional Council on Aging	1075 South Brannon Stand Road Dothan, AL 36305	Dothan	AL	Houston	36305	Barbour, Coffee, Covington, Dale, Geneva, Henry, Houston
SARPC	South Alabama Regional Planning Commission	P. O. Box 1665 Mobile, AL 36633 110 Beauregard St., Ste 207 Mobile, AL 36602	Mobile	AL	Mobile	36602	Baldwin, Escambia, Mobile
CAAC	Central Alabama Aging Consortium	2500 Fairlane Dr, Ste 200 Montgomery, AL 36116	Montgomery	AL	Montgomery	36116	Autauga, Elmore, Montgomery
LRCOG	Lee-Russell Council of Governments	2207 Gateway Drive Opelika, AL 36801-6834	Opelika	AL	Lee	36801	Lee, Russell
NARCOG	North Central Alabama Regional Council of Governments	P. O. Box C Decatur, AL 35602	Decatur	AL	Morgan	35602	Cullman, Lawrence, Morgan
TARCOG	Top of AL Regional Council of Governments	5075 Research Drive NW Huntsville, AL 35805	Huntsville	AL	Madison	35805	DeKalb, Jackson, Limestone, Madison, Marshall

**RFP # 2023-ICN-01**  
**Integrated Care Network**  
**Proposer Questions and Agency Answers**  
**5/25/23**

<b>Question ID:</b>	1
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Would the Agency consider responding to Round 2 Questions sooner to allow vendors more time to incorporate answers into the final response?
<b>Section Number:</b>	B. Schedule of Events
<b>RFP Page Number:</b>	3
<b>Agency Answer:</b>	No.
<b>Question ID:</b>	2
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm the correct reference is Appendix F (Scored Items and Compliance Acknowledgement)
<b>Section Number:</b>	II. Scope of Work
<b>RFP Page Number:</b>	9
<b>Agency Answer:</b>	Please see Amendment 1.
<b>Question ID:</b>	3
<b>Date Question Asked:</b>	05/09/233
<b>Question:</b>	Please confirm that one acknowledgement statement is acceptable for all requirements listed in the RFP and the agency does not expect an acknowledgement statement to be included for each Scope of Work requirement.
<b>Section Number:</b>	II. Scope of Work
<b>RFP Page Number:</b>	9
<b>Agency Answer:</b>	Confirmed.

<b>Question ID:</b>	4
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm that detailed descriptions are required only for those sections listed in Appendix F and not for every Scope of Work requirement in the RFP. Also, please confirm that the two-page limit is per requirement.
<b>Section Number:</b>	II. Scope of Work
<b>RFP Page Number:</b>	9
<b>Agency Answer:</b>	Confirmed.
<b>Question ID:</b>	5
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm these references should be Appendix G of this RFP.
<b>Section Number:</b>	II. Defined Terms and Acronyms # 1 and 2
<b>RFP Page Number:</b>	9
<b>Agency Answer:</b>	Please see Amendment 1
<b>Question ID:</b>	6
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please define the term primary agent as it relates to the case management system.
<b>Section Number:</b>	II.B.7 General ICN Requirements
<b>RFP Page Number:</b>	9
<b>Agency Answer:</b>	Primary Agent to manage case management system

<b>Question ID:</b>	7
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please advise the number of Agency licenses required. Please confirm the Agency will pay for fees for Agency users in addition to the PMPM reimbursement to the ICN.
<b>Section Number:</b>	II.B.7 General ICN Requirements
<b>RFP Page Number:</b>	10
<b>Agency Answer:</b>	The Agency would require approximately 15 licenses.;
<b>Question ID:</b>	8
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm this reference should be Appendix H: ICN Network' Report Template and the LOI references should be Appendix I and Appendix J respectively.
<b>Section Number:</b>	II.H.a ICN Network Requirements
<b>RFP Page Number:</b>	13
<b>Agency Answer:</b>	Please see amendment 1
<b>Question ID:</b>	9
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm the proposal should only include the completed Appendix H: ICN Network' Report Template and should not include completed LOIs from Appendix I and Appendix J.
<b>Section Number:</b>	I.H.2.a. ICN Network Requirements
<b>RFP Page Number:</b>	13
<b>Agency Answer:</b>	Completed Appendix H: ICN Network Report Template is required

<b>Question ID:</b>	10
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please verify that companies can complete an LOI on behalf of multiple sites/centers?
<b>Section Number:</b>	II.H.2.b.ICN Network Requirements
<b>RFP Page Number:</b>	13-14
<b>Agency Answer:</b>	If a company has the authority to conduct business on behalf of multiple sites/centers, the company must complete and submit an LOI on behalf of multiple sites/centers.
<b>Question ID:</b>	11
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm the section reference X.N is accurate, as there is no Section X.N.
<b>Section Number:</b>	II.FF. Fraud and Abuse 2.p.
<b>RFP Page Number:</b>	37
<b>Agency Answer:</b>	It should be Appendix B, instead of X.N
<b>Question ID:</b>	12
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm disclosures are not submitted with the proposal submission.
<b>Section Number:</b>	II.FF.2.1 Fraud and Abuse
<b>RFP Page Number:</b>	34-37
<b>Agency Answer:</b>	Disclosures are listed in Appendix B, Post Award Documentation

<b>Question ID:</b>	13
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please provide clarification on the Medical Management Committee and its requirements.
<b>Section Number:</b>	II.GG.2.e. Quality Assessment and Performance
<b>RFP Page Number:</b>	38
<b>Agency Answer:</b>	Remove this reference.
<b>Question ID:</b>	14
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm this section reference should be Section II.O.
<b>Section Number:</b>	II.I.3.d. Single Point of Entry Support Services
<b>RFP Page Number:</b>	16
<b>Agency Answer:</b>	Please see Amendment 1
<b>Question ID:</b>	15
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm that the Agency will also require ADSS to update their policy to 24 hours, as they currently allow 10 days to complete documentation.
<b>Section Number:</b>	II.I.3.d. Single Point of Entry Support Services
<b>RFP Page Number:</b>	16
<b>Agency Answer:</b>	This is not directly related to the RFP



<b>Question ID:</b>	16
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Since the ICN entity is required to be formed for the sole purpose of the ICN program, the entity does not have other references for projects of similar size and scope. Are these references intended to be personal references of the proposed key personnel?
<b>Section Number:</b>	V. Corporate Background and References
<b>RFP Page Number:</b>	41
<b>Agency Answer:</b>	References for the entity and/or associated partners
<b>Question ID:</b>	17
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm that one legal authority statement can be submitted. Please advise where this statement should be submitted.
<b>Section Number:</b>	VI.R. Disclosure of Proposal Contents
<b>RFP Page Number:</b>	44
<b>Agency Answer:</b>	A single statement can be submitted, but the statement should state with specificity the legal authority and reasoning for each section marked or otherwise designated as proprietary or confidential. The statement should be submitted with the copy of the proposal with proprietary and/or confidential information removed. (See Section VI.T).
<b>Question ID:</b>	18
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm proposals can be hand-delivered. Please provide the requirements for scheduling an appointment (if required) for hand delivery.
<b>Section Number:</b>	VI.S. Submission of Proposals
<b>RFP Page Number:</b>	44
<b>Agency Answer:</b>	Yes, proposals may be hand-delivered.

<b>Question ID:</b>	19
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm Vendor is not required to submit a hardcopy of the redacted version of the proposal.
<b>Section Number:</b>	VI.S. Submission of Proposals
<b>RFP Page Number:</b>	44
<b>Agency Answer:</b>	The Vendor is not required to submit a hardcopy of the redacted version of the proposal.
<b>Question ID:</b>	20
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm signed documents can be submitted electronically as a scan versus searchable.
<b>Section Number:</b>	VI.T. Copies Required
<b>RFP Page Number:</b>	44
<b>Agency Answer:</b>	No, 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.
<b>Question ID:</b>	21
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please provide more detail on what Vendors are expected to submit for personal reference checks. Where should this be included in the proposal?
<b>Section Number:</b>	VII. Evaluation and Selection Process, D. Evaluation Committee
<b>RFP Page Number:</b>	45
<b>Agency Answer:</b>	Please see Section V.d of the RFP.

<b>Question ID:</b>	22
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm that the RFP Cover Sheet is the first page of the RFP and not the STAARS Document included in the Procurement listing.
<b>Section Number:</b>	Appendix A, #3: Proposal Compliance Checklist
<b>RFP Page Number:</b>	55-56
<b>Agency Answer:</b>	Confirmed.
<b>Question ID:</b>	23
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm this reference should be Section II - Scope of Work (Scored Items) listed below.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78-80
<b>Agency Answer:</b>	Please see Amendment 1
<b>Question ID:</b>	24
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please resolve the discrepancy in the order for the responses in Appendix F compared to Appendix A: Proposal Compliance Checklist.  Please confirm the structure of responses should follow Appendix F. If not, please provide the expected structure of the proposal.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement  Appendix A: Proposal Compliance Checklist
<b>RFP Page Number:</b>	78-80, 55-56
<b>Agency Answer:</b>	Responses can be in the order of Appendix F

<b>Question ID:</b>	25
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm responses to these questions are not required for 3. Key Staff Requirements and 4. Pricing
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78-80
<b>Agency Answer:</b>	Resumes of key staff are required with submission; There is no response required for pricing form.
<b>Question ID:</b>	26
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm the section reference should be II.F.3-4  Please confirm the proposal should only include responses to II.F.3 and II.F.4 and should not address II.F.1, II.F.2, II.F.5, and II.F.6
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78
<b>Agency Answer:</b>	Please see Amendment 1 Confirm proposal should only include responses to II.F.3 and II.F.4 and should not address II.F.1, II.F.2, II.F.5, and II.F.6
<b>Question ID:</b>	27
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm the section reference should be V.b.1. and 2  Please confirm the proposal should only include responses to V.b.1 and 2 and should not address items V.b.3-10
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78
<b>Agency Answer:</b>	Please see Amendment 1 Proposal should include responses to all of Section V. a-d.

<b>Question ID:</b>	28
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please provide the section reference, as V. Corporate Background and References does not have an item #3.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78
<b>Agency Answer:</b>	Please see Amendment 1
<b>Question ID:</b>	29
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please validate the section reference, as V. Corporate Background and References does not have an item #4.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	Please see Amendment 1
<b>Question ID:</b>	30
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please verify the section reference should be II.X.2.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	Additional information is needed to answer this question.

<b>Question ID:</b>	31
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please verify the section reference should be II.H.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	Please see amendment 1
<b>Question ID:</b>	32
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm the Excel spreadsheet is not limited to two pages.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	Excel spreadsheet is not limited to two pages
<b>Question ID:</b>	33
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm only the Excel spreadsheet should be submitted and no narrative.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	Excel spreadsheet is required

<b>Question ID:</b>	34
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please provide the correct RFP reference for this requirement, as V. Corporate Background and References does not have an item #6.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	Please see Amendment 1
<b>Question ID:</b>	35
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm that the requirement for the four Key Staff resumes on Page 80 is not subject to the 2-page limit in total, but rather is limited to two pages individually.  If resumes are required to be submitted as an attachment, please confirm these do not count against the 10-page attachment limit.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	80
<b>Agency Answer:</b>	Resumes are not subject to two-page limit total, but individually
<b>Question ID:</b>	36
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm Vendors are not required to submit signed Letters of Intent to Contract with proposal submission.
<b>Section Number:</b>	Appendix I: Letter of Intent (LOI) to Contract
<b>RFP Page Number:</b>	86
<b>Agency Answer:</b>	Completion of Appendix J-ICN Network Template demonstrates Letters of Intent have been obtained

<b>Question ID:</b>	37
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please confirm Vendors are not required to submit signed Letters of Intent to Coordinate with proposal submission.
<b>Section Number:</b>	Appendix J: Letter of Intent (LOI) to Coordinate
<b>RFP Page Number:</b>	87
<b>Agency Answer:</b>	Completion of Appendix J-ICN Network Template demonstrates Letters of Intent have been obtained
<b>Question ID:</b>	38
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please provide Appendix L Nursing Facility Excel document referenced, as the only Excel files provided are Appendix C: Pricing and Appendix H: ICN Network Report Template.
<b>Section Number:</b>	Appendix L: NF List 2023
<b>RFP Page Number:</b>	90
<b>Agency Answer:</b>	<a href="https://medicaid.alabama.gov/content/2.0_newsroom/2.4_Procurement.aspx">https://medicaid.alabama.gov/content/2.0_newsroom/2.4_Procurement.aspx</a>
<b>Question ID:</b>	39
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Will the published Appendix L provide information such as # of licensed beds and other items required in Appendix H: ICN Report Template? If not, could the Agency point to where they would like this information pulled from?
<b>Section Number:</b>	Appendix L: NF List 2023
<b>RFP Page Number:</b>	85
<b>Agency Answer:</b>	<a href="https://medicaid.alabama.gov/content/2.0_newsroom/2.4_Procurement.aspx">https://medicaid.alabama.gov/content/2.0_newsroom/2.4_Procurement.aspx</a>



<b>Question ID:</b>	40
<b>Date Question Asked:</b>	05/09/23
<b>Question:</b>	Please clarify that this column should be completed with responses such as CMO or SNF. Otherwise, please provide additional direction for this column.
<b>Section Number:</b>	Appendix H: ICN Report Template
<b>RFP Page Number:</b>	85
<b>Agency Answer:</b>	Unsure of which column question refers to.

**RFP # 2023-ICN-01**  
**Integrated Coordinator Network**  
**Proposer Questions and Agency Answers (Round 2)**  
**6/7/23**

<b>Question ID:</b>	1
<b>Date Question Asked:</b>	5/24/23
<b>Question:</b>	Since there was a delay in posting the responses to Round 1 Questions, would the Agency consider allowing clarification questions to be submitted after the posting of the Round 1 responses?
<b>Section Number:</b>	B. Schedule of Events
<b>RFP Page Number:</b>	3
<b>Agency Answer:</b>	Please see Amendment 2.
<b>Question ID:</b>	2
<b>Date Question Asked:</b>	5/24/23
<b>Question:</b>	Please confirm the following proposal structure is compliant: Tab A: Administrative Forms and Acknowledgments (RFP Addenda, RFP Acknowledgement Statement, Appendix F, Letter from Secretary of State, E-Verify MOU) Tab B: Vendor Experience and Capabilities (4 sections outlined in Appendix F.1 Vendor Experience and Capabilities) Tab C: Scope of Work (14 sections outlined in Appendix F.2 Scope of Work) Tab D: Key Staff Requirements (Resumes for 4 Key Personnel positions) Tab E: Price (Completed Appendix C - Pricing Form) Tab F: ICN Network Requirements (Completed Appendix H: ICN Network Report Template, Letter from ADSS) Tab G: Client References (if needed based on responses from Round 1 questions) Tab H: Appendices
<b>Section Number:</b>	Appendix F and Appendix A
<b>RFP Page Number:</b>	78-80 & 55-60
<b>Agency Answer:</b>	Yes, Compliant
<b>Question ID:</b>	3
<b>Date Question Asked:</b>	6/1/2023

<b>-Question:</b>	Regarding previously submitted question #27, Appendix F from Amendment 1 requires responses to V.b.1, V.b.2, and V.b.3. Please confirm responses to V.b.4-6 are not required.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78
<b>Agency Answer:</b>	Responses to V.b.4-6 are required.
<b>Question ID:</b>	4
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	Regarding previously submitted question #27, Appendix F from Amendment 1 does not include responses to Section V.a, V.c, and V.d. Please confirm responses to these sections are not limited to the 2-page limit and do not count against the 10-page appendix limit.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	78
<b>Agency Answer:</b>	V.a, V.c. and V.d can be two pages each
<b>Question ID:</b>	5
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	Regarding previously submitted question #30, please verify the second Scope of Work section in Appendix F with Section Title "HCBS Case Mgmt", Section # "II." and Requirement "Describe plan to monitor CMO's delivery of HCBS Case Management." should have a Section # of II.X.2 instead of "II."
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	See Amendment 3
<b>Question ID:</b>	6
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	In Appendix F, the last Scope of Work section is "Technical Infrastructure and Reporting." The Section Reference is II.FF.1. The Requirement is, "Describe technical infrastructure, and process for reporting and transmitting data with the Agency." However, II.FF.1 is Fraud and Abuse, General Requirements. There is no Scope of Work Section titled "Technical Infrastructure and Reporting." Please advise what should be provided for this requirement.

<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement
<b>RFP Page Number:</b>	79
<b>Agency Answer:</b>	The “Technical Infrastructure and Reporting” section was removed
<b>Question ID:</b>	7
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	Section VI.R. Disclosure of Proposal Contents states, “The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as “CONFIDENTIAL.” However, Section VI.T. Copies Required states, “One electronic copy (Word and searchable PDF format) MUST have any information asserted as confidential or proprietary removed.” Should the confidential/proprietary information be highlighted or redacted in the electronic copy?
<b>Section Number:</b>	VI.R. Disclosure of Proposal Contents and VI.T. Copies Required
<b>RFP Page Number:</b>	44
<b>Agency Answer:</b>	One electronic copy must have the confidential information labeled, and the copy must have any information asserted as confidential or proprietary removed.
<b>Question ID:</b>	8
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	Is an appointment required for proposal delivery? If so, please provide the protocol for requesting an appointment.
<b>Section Number:</b>	VI.S. Submission of Proposals
<b>RFP Page Number:</b>	44
<b>Agency Answer:</b>	No.
<b>Question ID:</b>	9
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	Regarding previously submitted question #40, please clarify that Column J, titled "Provider Type" should be completed with responses such as CMO or SNF. Otherwise, please provide additional direction for this column.
<b>Section Number:</b>	Appendix H: ICN Report Template
<b>RFP Page Number:</b>	85
<b>Agency Answer:</b>	Yes.

<b>Question ID:</b>	10
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	Please confirm that 1 completed ICN Report Template (Appendix H) should include nursing facilities and CMOs on 1 worksheet.
<b>Section Number:</b>	Appendix H: ICN Report Template
<b>RFP Page Number:</b>	85
<b>Agency Answer:</b>	Yes, 1 completed ICN Report Template should include nursing facilities and CMO's

<b>Question ID:</b>	11
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	On the second scored item in the Vendor Experience and Capabilities, Amendment 1 changed the Section reference to V.b.1, which states the following on page 40, "Date Established." However, Appendix F has the Requirement Description as, "Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, etc.). Please resolve this discrepancy and advise what should be covered in this section.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement and V. Corporate Background and References
<b>RFP Page Number:</b>	78 and 40
<b>Agency Answer:</b>	See Amendment 3

<b>Question ID:</b>	12
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	On the third scored item in the Vendor Experience and Capabilities, Amendment 1 changed the Section reference to V.b.2, which states the following on page 40, "Ownership (public company, partnership, subsidiary, etc.) Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization." However, Appendix F has the Requirement Description as, "Submit an organizational chart, and staffing plan with staffing experience requirements." Please resolve this discrepancy and advise what should be covered in this section.
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement and V. Corporate Background and References
<b>RFP Page Number:</b>	78 and 40

<b>Agency Answer:</b>	See Amendment 3
<b>Question ID:</b>	13
<b>Date Question Asked:</b>	6/1/2023
<b>Question:</b>	<p>On the fourth scored item in the Vendor Experience and Capabilities, Amendment 1 changed the Section reference to V.b.3, which states the following on page 40, “Number of employees and resources.” However, Appendix F has the Requirement Description as, “Describe Operational Support Staffing Plan.”</p> <p>Please resolve this discrepancy and advise what should be covered in this section.</p>
<b>Section Number:</b>	Appendix F: Scored Items and Compliance Acknowledgement and V. Corporate Background and References
<b>RFP Page Number:</b>	78 and 40
<b>Agency Answer:</b>	See Amendment 3