



# ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

<b>RFP Number: 2023-RM-01</b>	<b>RFP Title: Alabama Medicaid Agency Radiology and Cardiology Management Services RFP</b>
<b>RFP Due Date and Time:</b> July 31, 2023, by 5:00pm Central Time	<b>Number of Pages: 64</b>
<b>PROCUREMENT INFORMATION</b>	
<b>Project Director: Susan Watkins</b>	<b>Issue Date: June 26, 2023</b>
<b>E-mail Address:</b> RM.RFP@medicaid.alabama.gov <b>Website:</b> <a href="http://www.medicaid.alabama.gov">http://www.medicaid.alabama.gov</a>	<b>Issuing Division:</b> Medical Services
<b>INSTRUCTIONS TO VENDORS</b>	
<b>Return Proposal to:</b> <b>Alabama Medicaid Agency</b> <b>Attn: Susan Watkins</b> <b>Lurleen B. Wallace Building</b> <b>501 Dexter Avenue</b> <b>PO Box 5624</b> <b>Montgomery, AL 36103-5624</b>	<b>Mark Face of Envelope/Package:</b> Alabama Medicaid Agency Radiology and Cardiology RFP RFP Number: 2023-RM-01 <b>RFP Due Date:</b> July 31, 2023, by 5:00 pm CT <b>Firm and Fixed Price:</b>
<b>VENDOR INFORMATION</b> <i>(Vendor must complete the following and return with RFP response)</i>	
<b>Vendor Name/Address:</b>	<b>Authorized Vendor Signatory:</b> (Please print name and sign in ink)
<b>Vendor Phone Number:</b>	<b>Vendor FAX Number:</b>
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>

## 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).

<b>EVENT</b>	<b>DATE</b>
RFP Issued	06/26/23
Questions Due by 5pm CT	07/03/23
Posting of Questions and Answers	07/21/2023
Proposals Due by 5 pm CT	07/31/2023
Evaluation Period	08/01/2023-08/14/2023
Intent to Award	08/16/2023
**Contract Review Committee	10/5/2023
Official Contract Award/Begin Work	11/1/2023

\* \*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 Radiology and Cardiology Management Services. Services required are outlined through this Request for Proposal (RFP). The projected implementation date of the RFP is November 1, 2023.

Currently, Alabama Medicaid uses vendor to receive prior authorization request from Alabama Medicaid enrolled providers. After evaluating the request along with all medical documentation submitted, vendor will decide using criteria approved by Alabama Medicaid to approve or deny the request. Specific information can be found on the Alabama Medicaid website [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov).

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

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

## **II. Scope of Work**

Contractor shall be responsible for the development and implementation of a Radiology and Cardiology Management program through freestanding diagnostic facilities, hospital outpatient facilities, Urgent Care and physician offices, excluding hospital inpatient and emergency departments.

### **Radiology**

- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Positron Emission Tomography (PET)
- Computerized Tomographic Angiography (CTA)
- Computerized Tomography (CT)

### **Cardiology**

- Nuclear Cardiology
- Diagnostic Heart Catheterization
- Stress Test (ECHO)
- Transesophageal ECHO
- Transthoracic ECHO

## **A. RADIOLOGY AND CARDIOLOGY SERVICE UTILIZATION AND MEMBER INFORMATION**

Contractor shall be responsible for managing the specific radiology and cardiology services for the following Medicaid recipients:



- Those certified as children through the SOBRA (Sixth Omnibus Budget Reconciliation Act) Program
- Those certified through the Parents and Other Caretakers
- Refugees
- Those certified for Supplemental Security Income (SSI)
- Those certified through retro eligibility

A prior authorization is not required for eligible recipients in the following instances:

- Hospital Inpatient
- Emergency Room
- Dual Eligible (Medicare/Medicaid)
- Plan First Eligible
- SOBRA Adults
- Emergency Medicaid granted to non-citizen

Utilization statistics are included as Appendix D. The CPT codes included in these statistics are located in Appendix E.

## **B. PERFORM QUALITY ASSURANCE MONITORING**

Contractor shall monitor the quality of its radiology and cardiology management operations, including performing reliability testing of review decisions by physician reviewers and call center staff.

## **C. REPORTING**

During the implementation phase of the contract, the selected Contractor must submit weekly status reports covering activities, problems and recommendations. During the first three months of operation, the selected Contractor must include the information outlined below. After the first three months of operation, the selected Contractor must submit the same status reports on a monthly basis.

The status report must summarize all information for the reporting period and the year-to-date and provide analysis and commentary on the numerical figures presented in the reports. All reports must be submitted electronically to the Agency via email, unless otherwise specified, in Microsoft Word or Excel in a readable form.

These status reports must include:

1. WEB Statistics
2. Call center performance statistics:
  - a. Call abandonment rate.
  - b. Call waiting time.
  - c. Average speed for answering calls.
  - d. Total Number of Calls received.
  - e. Percentage of calls answered in 60 seconds or less.

3. Prior authorization statistics:
  - a. Number of prior authorization requests not processed within the specified timeframes.
  - b. Number of prior authorization requests by day, week and in total.
  - c. Number of prior authorization requests by procedure code.
  - d. Prior authorization review statistics by procedure code and in total.
  - e. Number of requests requiring a physician review.
  - f. Number of approvals.
  - g. Number of approvals for advanced imaging studies other than as requested.
  - h. Number of denials categorized by reason for denial.
  - i. Number of appeals and appeal outcomes.
  - j. Number of requests requiring informal review
  
4. Inquiry and complaint statistics:
  - a. Number and type of inquiries and complaints from recipients.
  - b. Number and type of inquiries and complaints from providers.
  - c. How complaints were addressed.
  - d. The number of inquiries and complaints not responded to within the timeframe specified in the performance standards for responding to inquiries and complaints.
  
5. Contractor must develop and submit to Medicaid ad hoc reports, as requested:
  - a. Medicaid will provide reasonable notice to the selected Contractor.
  - b. The selected Contractor must revise these reports, as requested by Medicaid.
  
6. Problem Identification Report:
  - a. The selected Contractor must provide an "as required" report, identifying problem areas.
  - b. The report should describe the problem and its impact on the overall project and on each affected task.
  - c. The report should list possible courses of action with advantages and disadvantages of each, and include the Contractor's recommendations with supporting rationale.
  
7. Monthly Cost Savings:
 

Provide a summary of cost savings for Prior Authorizations programs.

#### **D. WEB INTERFACE**

Contractor must operate a web interface to receive prior authorization requests, handle provider inquiries, publish the coverage criteria and provide educational material to providers. The interface must be available a minimum of 22 hours a day, specifically between the hours of 6:00 AM to 10:00 PM CT

#### **E. MEETINGS**

As required, the contractor and the agency will meet once a year to discuss the following:

- Cost effectiveness;
- Number of requests approved and denied; and
- Any issues with requests pertaining to the recipient, Agency, and provider.

## **F. CALL CENTER**

Contractor must maintain a centralized toll-free telephone number for prior authorization requests and prior authorization follow-up services. The call center tasks include, but not limited to:

1. Receiving prior authorization requests by telephone, using a call center questionnaire protocol that is consistent with Medicaid-approved guidelines for prior authorization of radiology and cardiology. At a minimum, the selected Contractor's call center must be operational and open for business between 7:00 AM and 6:00 PM, Monday through Friday, except on nationally recognized holidays.
2. Receiving prior authorization requests submitted by fax.
3. Tracking call abandonment rates, average call wait times and average speed of answer.

## **G. MANAGEMENT CRITERIA AND PROTOCOL**

Contractor must review requests for prior authorization for all radiology and cardiology procedure codes listed in Appendix E. This includes:

1. Developing radiology and cardiology management criteria and protocol for use in the approval process. The criteria must be submitted to Medicaid for approval no later than November 1, 2023.
2. Reviewing prior authorization requests using Medicaid-approved guidelines to determine medical necessity.
3. Ensuring that board-certified, Alabama licensed radiologist make all decisions to deny or approve the covered services requested based on medical necessity.
4. Ensuring that board-certified, Alabama licensed Cardiologist make all decisions to deny or approve the covered services requested based on medical necessity.
5. Educating providers about denials for prior authorization by explaining why the requested advanced imaging and/or cardiology study is not covered and, if applicable, which study approved by Medicaid is the more appropriate one.
6. Maintaining a system that captures prior authorization information to include narrative descriptions for the decisions. This system must have the capability of being updated using a data file of actively enrolled providers and recipients provided by Medicaid. This data file will be sent on a weekly basis and the Contractor is required to update their system using the data file within one business day of receipt. If necessary, Medicaid will give the selected contractor limited access to Medicaid's Medicaid Management Information System (MMIS).
7. Providing a data file of approved prior authorizations to Medicaid on a daily basis. Contractor will be responsible for generating and sending required prior authorization notices to providers and recipients.

## **H. PROGRAM RECOMMENDATIONS**

Contractor will be responsible for reviewing utilization data and monitoring trends in the radiology and cardiology industry, including changes in nationally accepted clinical guidelines, to make recommendations in the following areas:

1. Utilization controls on routinely used radiology and/or cardiology services.
2. New and existing claims edits.
3. New technology and revised uses for existing technology.

## **I. PRIOR AUTHORIZATION STANDARDS**

Contractor must comply with the following prior authorization process timeframes:

1. Requests for prior authorization made between the hours of 7:00 a.m. – 6:00 p.m. Central Time must be entered into Contractor’s system, reviewed, and a decision made, or additional information requested within one hour for expedited requests and within one business day for routine requests.
2. If the prescriber does not submit additional information within fifteen (15) calendar days of the receipt of the original request for prior authorization, the request must be denied.
3. Contractor must track the receipt, status and final determination of each prior authorization request.
4. Contractor must not change guidelines for the prior authorization of a procedure code without Medicaid's prior approval

## **J. PROVIDER INCENTIVE PROGRAM**

Contractor must implement a process to provide expedited approval for those providers who have a history of program compliance. The Agency will identify those providers who qualify initially based on experience with private insurers in Alabama. Contractor will recommend an algorithm for identification of providers to qualify for this status. Contractor must continue to monitor the performance of those under an expedited review process to ensure that program standards are being met.

## **K. INQUIRIES AND COMPLAINTS**

Contractor must have the ability to:

1. Receive recipient, prescriber and provider inquiries and complaints about the radiology or cardiology prior authorization program telephonically.
2. Respond to inquiries and address complaints about requests for service, as soon as possible, but within at least two business days.
3. Accommodate inquiries and complaints from recipients who have Limited English Proficiency or who are hearing impaired.
4. Track recipient, prescriber and provider inquiries and complaints about the radiology or cardiology prior authorization program

## **L. INFORMAL REVIEW AND FAIR HEARING**

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

### **1. Informal Review**

An Aggrieved Party may request reconsideration of an adverse decision through the informal review process by filing a written request with the selected Contractor within 15 business days of the date of the denial letter. Upon receipt of a reconsideration request, the selected Contractor’s consulting Physician Advisor must review the documentation and

render a decision based on Medicaid-approved criteria within 10 business days of receipt of a complete reconsideration request. The selected Contractor must mail notice of the reconsideration decision to the Aggrieved Party or enter the decision into system for PAs.

## **2. Fair Hearing**

An Aggrieved Party may request a Fair Hearing by filing a written request with the Medicaid Administrative Hearings Office within 60 days from the date of the reconsideration notice of action by the selected Contractor. The selected Contractor's consulting Physician Advisor and other appropriate personnel who were involved in the adverse decision must be available at Medicaid's request Monday through Friday, from 8:00 am to 5:00 pm, to provide justification for the adverse decision and participate in any Fair Hearings as scheduled by Medicaid.

## **M. MONITORING, PERFORMANCE STANDARDS AND CORRECTIVE ACTION PLANS**

Medicaid will monitor the Contractor's performance according to the performance standards specified below.

1. Compliance with the prior authorization timeframes.
2. Meeting call center performance thresholds, including:
  - a. Call abandonment rate no greater than five percent.
  - b. Call waiting time no greater than 60 seconds.
  - c. Average speed of answer no greater than 30 seconds.
  - d. Answering 75% of all calls in 60 seconds or less.
  - e. Answering 95% of all calls in 3 minutes or less.
  - f. Answering 100% of calls in 5 minutes or less.
3. Compliance with the timeframes for responding to inquiries and addressing complaints.
4. Provide a monthly status report on the 15<sup>th</sup> day of each month.

Medicaid will inform Contractor when performance does not comply with the contract requirements. Contractor must prepare and submit for approval a corrective action plan for each identified problem within the timeframe determined by Medicaid. The corrective action plan must include, but is not limited to:

1. Brief description of the findings.
2. Specific steps the selected Contractor will take to correct the situation or reasons why the selected Contractor believes corrective action is not necessary.
3. Name(s) and title(s) of responsible staff person(s).
4. Timetable for performance of each corrective action step.
5. Signature of a senior executive.

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

## **N. OPERATIONAL REQUIREMENTS**

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

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Fourth of July
- Memorial Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Labor Day
- Columbus Day
- Veterans Day

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

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

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

CPU- 3.0GHz, P4, 800FSB  
Cache- 1MB 1.2 Cache  
Connectivity- 10/100/1000 NIC  
Microsoft Windows XP  
Microsoft Internet Explorer for access to InterChange MMIS

The Contractor system responsibilities include:

1. Submission of requests for employee passwords for the Medicaid system.
2. Notifying Medicaid when an issued password is no longer needed due to termination of employment or change in duties within five days.
3. Ensuring that its employees are informed of importance of system security and confidentiality.

4. Documenting and notifying Medicaid of system problems to include type of problem, action(s) taken by Contractor to resolve problem and length of system down-time within eight hours of problem identification. Contractor shall ensure that problem is resolved within 24 hours of system down time.

Medicaid system responsibilities include:

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

Contractor must have a HIPAA-compliant system with effective security measures to prevent the unauthorized use of, or access to, data. The selected Contractor must maintain confidentiality and only use information from Medicaid to fulfill its contractual obligations.

## **O. KEY PERSONNEL**

Contractor must maintain sufficient staffing levels to meet program requirements. At a minimum, Contractor's key personnel must include the following positions:

### **1. Project Manager (PM):**

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

Contractor's PM shall serve as liaison between Medicaid and Contractor and shall be available and responsible for consultation and assistance with issues arising out of the scope of the Contract. PM shall attend, upon request, Medicaid meetings, fair hearings, meetings and hearings of Legislative Committees and interested governmental bodies, agencies, and officers. PM shall provide timely and informed responses when operational and administrative issues arise in relation to obligations under this contract. Whenever the PM is not available, Contractor shall provide a designated alternate fully capable of meeting the requirements of this RFP.

Additional responsibilities of the PM include but are not limited to:

- Assure timely compliance with all contract responsibilities and deliverables
- Attend monthly contract status meetings and other meetings upon Medicaid request
- Notify Medicaid's Contract Administrator of any proposed changes in personnel; organizational changes; any system problems; within time period specified within this RFP

## **2. Call Center Manager:**

The Call Center Manager must have at least one year of experience with prior authorization of services. The Call Center Manager will manage day-to-day radiology and cardiology prior authorization call center operations. Call Center Manager responsibilities must include:

- a. Overseeing call center staff training.
- b. Analyzing call center reports to identify areas for improvement and implement improvement processes.
- c. Overseeing the auditing and assurance of call center staff's compliance with Agency policies and clinical guidelines.
- d. Overseeing the development of monthly quality control reports and ad hoc reports to Medicaid.
- e. Managing the efficient use of call center staff resources.

## **3. Physician Reviewers:**

Reviewer(s) must be board certified and licensed in Alabama as a radiologist, and reviewer(s) must be board certified and licensed in Alabama as a cardiologist. Physician Reviewer(s) – Radiologist must only review advanced imaging studies. Physician Reviewer(s) – Cardiologist must only review cardiology studies. Physician Reviewer responsibilities must include:

- a. For Physician Reviewer – Radiologist reviewing and deciding prior authorization requests for advanced imaging studies that do not meet the clinical guidelines.
- b. For Physician Reviewer – Cardiologist reviewing and deciding prior authorization requests for cardiology studies that do not meet the clinical guidelines.
- c. Educating prescribers whose requests for advanced imaging studies and cardiology studies are denied, why the requested study does not meet guidelines and, if applicable, which imaging study is appropriate.
- d. Serving as resources for clinical issues for call center staff.
- e. Participating in denial of service appeals by attending fair hearings and defending denial decisions on behalf of Medicaid.

## **4. Call Center Staff**

Call center staff must have prior experience with advanced imaging and cardiology studies or be knowledgeable about radiology and cardiology. Call center staff responsibilities must include:



- a. Answering incoming calls for requests for prior authorization of services and verifying that the recipient is eligible and is required to have prior authorization for advance imaging and cardiology.
- b. Adhering to Agency-approved policies and procedures when answering incoming calls for inquiries and complaints and referring them to physician reviewers, as needed.

## **5. Client Experience Manager**

The Client Experience Manager must have previous experience in operational program performance with several health care clients spanning commercial, managed care, Medicaid Advantage, and State Medicaid healthcare segment.

- a. Responsible for day-to-day activity and service requests that contribute to the success and ongoing operation of delegated programs.
- b. Work with any required company resources to resolve client's needs

## **6. General**

- a. The selected Contractor's Project Manager must be employed by the selected Contractor when the proposal is submitted. Other key personnel must be committed to join the selected Contractor's organization and be trained at a minimum seven business days prior to the beginning of the contract.
- b. The services of the Project Manager and Call Center Manager named in the selected Contractor's proposal shall be required for the duration of the contract unless these individuals become unavailable to the selected Contractor because of death, disability or termination of the underlying employment relationship.
- c. If the Project Manager or Call Center Manager becomes unavailable for the reasons stated above, the selected Contractor shall provide Medicaid's Project Manager with the resume of a proposed replacement within ten business days of said individual's notice and offer Medicaid an opportunity to interview that person.

Before Medicaid will permit the selected Contractor to access Medicaid's Medicaid Management Information System, Contractor must provide written confirmation that all key personnel meet Agency requirements.

A resume is required for all key personnel involved with the service procured by the RFP. At a minimum, the proposal submission must include resumes for the Vendor's Project Manager, Call Center Manager, and Physician Reviewers. Any changes in personnel during the project must be approved by Medicaid. Replacement personnel must have comparable training, experience and ability as the person originally proposed for the job. The following information must be included in the resumes:

1. Full name.
2. Education including degrees, relevant certifications, and the institution from which they were obtained.
3. Years of experience and employment history particularly as it relates to the requirements of the RFP.
4. Names and locations of employers for the past five years including the dates.

## **P. ORGANIZATIONAL PLAN**

Contractor shall submit an organizational chart to Medicaid for approval prior to contract implementation. This plan shall include a breakdown of job duties and responsibilities of management staff. Any subsequent changes to the organizational plan shall be approved by Medicaid.

## **Q. WORK PLAN AND IMPLEMENTATION SCHEDULE**

### **1. Utilization Review**

Contractor will also be required to perform utilization studies to make recommendations to ensure appropriate utilization of radiology and cardiology services other than those listed herein. This includes regularly performed tests in addition to new technology.

### **2. Objectives**

- a. To maintain access to quality services by ensuring that recipients receive the most clinically appropriate advanced imaging and cardiology studies.
- b. To apply Agency approved guidelines, which are based on nationally accepted, evidence-based clinical guidelines, to make coverage decisions regarding advanced imaging and cardiology services.
- c. To operate a call center to respond to prescriber's request for prior authorization of advanced imaging studies and cardiology studies.
- d. To educate prescribers whose requests for advanced imaging studies and cardiology studies are denied or approved other than as requested about why the study was not covered and, if applicable, which study is indicated by guidelines.
- e. To realize cost savings through the appropriate utilization of advanced imaging and cardiology.

### **3. PA Review Requirements**

- a. Contractor shall review and process prior authorization requests from physicians and other appropriate Medicaid providers for payment of MRI's, MRA's, PET's, CTA's, and CT scans.
- b. Contractor shall review and process prior authorization requests from physicians and other appropriate Medicaid providers for payment of Nuclear Cardiology, Diagnostic Heart Catheterization, Stress Test (ECHO), Transesophageal Echo, and Transthoracic ECHO

### **4. Cost Effectiveness**

The Contractor shall review approved/denied applications for prior authorizations on a monthly basis and submit cost savings information to the Alabama Medicaid Agency.

## **R. Breach of Contract**

The Vendor's proposal must acknowledge and comply with the following requirements:

In the event that Contractor fails to meet the requirements of this RFP and contract requirements, Medicaid will recover damages for cost associated with breach of contract. Contractor agrees to pay Medicaid the sums set forth below unless waived by Medicaid.

Medicaid may impose breach of contract for the following:

- Failure to deliver requisite reports/services/deliverables as defined by the RFP by the date specified by Medicaid. - \$100 per day per report or review.
- Failure to provide documentation as required by the RFP - \$1000 per instance.
- Failure to comply with any other requirement of the RFP - \$1000 per instance.
- Failure to submit an acceptable required corrective action plan - \$1000 per instance.
- Failure to follow Medicaid criteria and/or directives in approval/denial of institutional reviews; inpatient record reviews - submission of corrective action plan for first instance, then \$1000 for the next instance. Each subsequent instance shall be increased by \$1000, not to exceed \$5000 per instance.
- Failure to maintain adequate staffing levels necessary to perform the requirements of the RFP - \$1000 per instance.
- Misrepresentation of falsification of information furnished to CMS, to the State, to an enrollee, potential enrollee or health care provider - \$5000 per instance.
- Unauthorized use of information shall be associated with breach of contract in the amount of \$10,000 per instance.
- Failure to safeguard confidential information of providers, recipients or the Medicaid program shall be subject to the imposition of \$10,000 per instance associated with breach of contract and any penalties incurred by Medicaid for said infractions

In addition,

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

such findings.

- Medicaid shall make a final decision associated with breach of contract.

## S. Scored Items

**The Vendor shall provide detailed descriptions of the following sections using the questions provided below.**

### Questions

- *How will the task be performed?*
- *What problems need to be overcome?*
- *What functions will be performed by Contractor's staff?*
- *What assistance will be needed from Medicaid staff, if any?*
- *How will the staffing proposed be adequate to fully perform each task?*

### Sections

- Radiology and Cardiology Service Utilization and Member Information
- Perform Quality Assurance Monitoring
- Reporting
- Web Interface
- Call Center
- Management Criteria and Protocol
- Inquiries and Complaints
- Operational Requirements
- Key Personnel
- Organizational Plan
- Work Plan and Implementation Schedule

## III. Pricing

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

## IV. General

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

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

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

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

Additional program information can be found at [www.medicaid.alabama.gov](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. 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.
  9. 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, 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>Susan Watkins</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>RM.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**

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



## **M. E-Verify Memorandum of Understanding**

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

## **N. Proposal Format**

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

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

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

## **O. Proposal Withdrawal**

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

## **P. Proposal Amendment**

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

## **Q. Proposal Errors**

The Vendor is liable for all errors or omissions contained in their proposals. The Vendor will not be allowed to alter proposal documents after the deadline for submitting proposals. If the Vendor needs to change a previously submitted proposal, the Vendor must withdraw the entire proposal and may submit the corrected proposal before the deadline for submitting proposals.

## **R. Disclosure of Proposal Contents**

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

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

## **S. Submission of Proposals**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2023-RM-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-responsible, 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>
Corporate Background	10
References	5
Scope of Work	30
Key Personnel	15
Price	40
<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

### **B. Compliance with State and Federal Regulations**

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

### **C. Term of Contract**

The initial contract term shall be for two years effective November 1, 2023, through October 31, 2025. Alabama Medicaid shall have four, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

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

### **D. Contract Amendments**

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

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice

and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

## **E. Confidentiality**

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

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

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

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

## **F. Security and Release of Information**

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

## **G. Federal Nondisclosure Requirements**

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

Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to contractors by 5 USC 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material

is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#### **H. Contract a Public Record**

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

#### **I. Termination for Bankruptcy**

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

#### **J. Termination for Default**

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

#### **K. Termination for Unavailability of Funds**

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

#### **L. Proration of Funds**

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

#### **M. Termination for Convenience**

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress.

The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

#### **N. Force Majeure**

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

#### **O. Nondiscriminatory Compliance**

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

#### **P. Conflict of Interest**

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

#### **Q. Open Trade**

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

#### **R. Small and Minority Business Enterprise Utilization**

In accordance with the provisions of 45 CFR Part 75.330 and OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

#### **S. Worker's Compensation**

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

#### **T. Employment of State Staff**

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

## **U. Immigration Compliance**

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

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

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

## **V. Share of Contract**

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

## **W. Waivers**

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

## **X. Warranties Against Broker's Fees**

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage, or contingency fee excepting bona fide employees. For breach of this warranty, Medicaid shall have the right to terminate the contract without liability.

## **Y. Novation**

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



## **Z. Employment Basis**

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

## **AA. Disputes and Litigation**

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

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

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

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

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

## **BB. Records Retention and Storage**

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

## **CC. Inspection of Records**

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

## **DD. Use of Federal Cost Principles**

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

## **EE. Payment**

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

## **FF. Notice to Parties**

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

## **GG. Disclosure Statement**

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

## **HH. Debarment**

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

## **II. Not to Constitute a Debt of the State**

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

## **JJ. Qualification to do Business in Alabama**

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

**KK. Choice of Law**

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of laws provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

**LL. AMMIS Interface Standards**

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

# Appendix A: Proposal Compliance Checklist

**NOTICE TO VENDOR:**

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

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

Project Director \_\_\_\_\_

Review Date \_\_\_\_\_

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

<input checked="" type="checkbox"/> IF CORRECT	<b>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.
<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-RM-01 program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. The response includes (if applicable) an Application of Registration or letter/form showing the application has been made with the Secretary of State.
<input type="checkbox"/>	11. The response includes an E-Verify MOU with the Department of Homeland Security.

## **Appendix B: Contract and Attachments**

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

### Sample Contract

- Attachment A:* Contract Review Report for Submission to Oversight Committee
- Attachment B:* Business Associate Addendum
- Attachment C:* Immigration Status
- Attachment D:* Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment E:* Letter Regarding Reporting to Ethics Commission
- Attachment F:* Disclosure Statement
- Attachment G:* Beason-Hammon Certificate of Compliance
- Attachment H:* Governor's Additional Contract Questions

Contract Number #####

CONTRACT  
BETWEEN  
THE ALABAMA MEDICAID AGENCY  
AND  
Contractor's Name

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

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Enter Request for Proposal or Invitation to Bid (Enter Acronym for Contract Type) Number Enter RFP , dated Enter date of RFP strictly in accordance with the requirements thereof and Contractor's response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the Enter Acronym for Contract Type and the price provided on the Enter Acronym for Contract Type Cover Sheet response, in an amount not to exceed Enter Not to Exceed Amount.

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

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

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

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

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

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

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

**CONTRACTOR NAME**

Alabama Medicaid Agency

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Stephanie McGee Azar  
Commissioner

Tax ID: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

APPROVED:

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

\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

\_\_\_\_\_  
Legal Counsel

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

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

**Contractor Information**

Name of Governmental Body or Purchasing Agency: \_\_\_\_\_

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

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

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

Is Contractor organized as an Alabama Entity in Alabama? YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

Is Contractor a minority-owned business? YES \_\_\_\_\_ NO \_\_\_\_\_ Is Contractor a woman-owned business? YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

If Yes, Give Name: \_\_\_\_\_

**Contract Information**

Contract Number: \_\_\_\_\_ (See Fiscal Policies & Procedures Manual)

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

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

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

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

Type of Contract: NEW: \_\_\_\_\_ RENEWAL: \_\_\_\_\_ AMENDMENT: \_\_\_\_\_

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

[A] ORIGINAL contract amount total \$ \_\_\_\_\_

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

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

**RFP:**

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

Date the RFP was solicited: \_\_\_\_\_ AND Date the RFP was awarded: \_\_\_\_\_

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

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

**RFQ:**

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

Posted to Division of Construction Management Website? [http://dcms.alabama.gov/ae\\_qualifications.aspx](http://dcms.alabama.gov/ae_qualifications.aspx) YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

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

I certify that the above information is correct

\_\_\_\_\_  
Signature of Governmental or Agency Head

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Printed Name of Governmental or Agency Head

\_\_\_\_\_  
Printed Name of Contractor

Governmental or Agency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_



**ALABAMA MEDICAID AGENCY**  
**BUSINESS ASSOCIATE AGREEMENT**

*Revised 06/2019*

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

**1. BACKGROUND**

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

- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Agreement with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

**2.1 General Definitions**

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

**2.2 Specific Definitions**

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

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

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

**3. OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate agrees to the following:

- 3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including

written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.

- 3.3** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4** Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5** Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6** Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7** Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8** Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9** Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10** Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.11** Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.
- 3.12** Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and
  - 3.12.1** Provide the Covered Entity the following information:
    - 3.12.1(a)** The number of recipient records involved in the breach.
    - 3.12.1(b)** A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
    - 3.12.1(c)** A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
    - 3.12.1(d)** Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
    - 3.12.1(e)** A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
    - 3.12.1(f)** Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
    - 3.12.1(g)** A proposed media release developed by the Business Associate.

- 3.12.2 Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
- 3.12.3 Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
- 3.12.4 Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

#### **4. PERMITTED USES AND DISCLOSURES**

Except as otherwise limited in this Agreement, Business Associate may

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

#### **5. REPORTING IMPROPER USE OR DISCLOSURE**

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

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

#### **6. OBLIGATIONS OF COVERED ENTITY**

The Covered Entity agrees to the following:

- 6.1** Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 6.2** Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 6.3** Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

- 6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

## 7. TERM AND TERMINATION

**7.1 Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Business Associate no longer provides agreed upon services to the Covered Entity.

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

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

7.2.2 Immediately terminate this Agreement; or

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

### 7.3 Effect of Termination.

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

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

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

7.3.2(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

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

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

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

### 7.4 Survival

The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## 8. GENERAL TERMS AND CONDITIONS

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

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

**8.3** The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

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

**ALABAMA MEDICAID AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Clay Gaddis**  
\_\_\_\_\_  
Printed Name

Privacy Officer  
\_\_\_\_\_  
Title

**BUSINESS ASSOCIATE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**IMMIGRATION STATUS**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness

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

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

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

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

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

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

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

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

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

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

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



KAY IVEY  
Governor

## Alabama Medicaid Agency

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

Telecommunication for the Deaf: 1-800-253-0799  
334-242-5000 1-800-362-1504



STEPHANIE MCGEE AZAR  
Commissioner

### MEMORANDUM

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

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

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

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

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

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

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





# State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(334) 242-5833

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant

Proposal

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

Yes

No

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

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

Yes

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE  
DEPARTMENT/AGENCY

ADDRESS

STATE

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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
<hr/>			
<hr/>			

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
<hr/>	
<hr/>	

***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)

<b>PART II.</b> Complete this section <b>ONLY</b> if contract was awarded by RFP or RFQ. <b>Check all that apply.</b>
<input type="checkbox"/> Solicitation was posted to online database as required by § 41-4-66. <input type="checkbox"/> The solicitation was distributed to how many providers? <input type="checkbox"/> The agency received responses/proposals from how many providers? <input type="checkbox"/> Explanation of how proposals were evaluated: <hr/> <hr/> <hr/>
<b>PART III.</b> Complete this section <b>ONLY</b> if contract is for <b>IT (Information Technology) related services.</b>
<input type="checkbox"/> Contract is for professional services such as IT consulting or custom software/system design and development, <u>not for off-the-shelf software or off-the-shelf cloud-based product.</u> <input type="checkbox"/> Written approval of OIT attached per § 41-4-285  If exemption from OIT approval is claimed, please explain basis: <hr/> <hr/>
<b>PART IV.</b> Complete this section <b>ONLY</b> if contract is for <b>personal services</b> (employer-employee relationship).
<input type="checkbox"/> Approved by State Personnel Department or its Board in accordance with Section 5-5 of the State of Alabama Fiscal Policy and Procedures Manual
<b>PART V. COMPLETE THIS SECTION FOR ALL CONTRACTS.</b>
<input type="checkbox"/> Contract is limited to personal/professional services; any goods provided in conjunction with contract have been purchased by competitive bid in accordance with § 41-16-20. <input type="checkbox"/> Contract does not contain a waiver of sovereign immunity. <input type="checkbox"/> Contract does not require the state to indemnify. <input type="checkbox"/> Contract contains all required clauses: <input type="checkbox"/> Early termination clause on page: <u>RFP Pg</u> <input type="checkbox"/> Alternative Dispute Resolution clause on page: <u>RFP Pg</u> <input type="checkbox"/> Merit System Exclusion clause on page: _____ <input type="checkbox"/> Beason-Hammon (immigration) clause on page: <u>Contract Amendment</u> <input type="checkbox"/> No-boycott (i.e. free trade) clause on page: <u>Contract Pg 1</u> <input type="checkbox"/> Disclosure statement required by § 41-16-82 is attached (or contract is for \$5,000 or less).  <b>I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge.</b>   <div style="text-align: right; margin-right: 100px;"> <hr style="width: 200px; margin: 0 auto;"/> <p><b>Agency/Department Head</b></p> </div>

## Virtual Private Network Subscriber Agreement

### AGREEMENT BETWEEN

### GAINWELL TECHNOLOGY SERVICES AND SUBSCRIBER

This Agreement, by and between GAINWELL TECHNOLOGY SERVICES, LLC (hereafter referred to as “GAINWELL”), and approved value added network suppliers and certain health care providers (hereafter referred to as “SUBSCRIBERS”), for the provision of a connection to the Alabama Medicaid Management Information System (AMMIS).

**WHEREAS**, the Alabama Medicaid Agency (the “State Agency”) designated by Alabama law to administer the medical assistance program for the State of Alabama as provided for in Title XIX of the Social Security Act (Medicaid); and

**WHEREAS**, the Alabama Medicaid Agency operates AMMIS through its fiscal agent to allow verification of eligibility, benefits coverage and other insurance, as well as submission of claims for Medicaid recipients by Medicaid providers;

**WHEREAS**, Gainwell is the fiscal agent of the AMMIS system;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

#### A. TERM

This agreement shall be effective upon signature of both parties and shall remain in effect until terminated by either party upon at least thirty (30) days prior written notice to the other party. Gainwell may terminate this agreement immediately in the event of a violation by SUBSCRIBERS of any term of the agreement.

#### B. SITE TO SITE VPN CONNECTION

**Connection** – Connection between Subscriber and the AMMIS system is a site to site VPN over the public internet. It is the responsibility of the clearinghouse to provide their own connection to the public internet at a size and speed suitable for the traffic intended at their facility. Gainwell will provide the connection to the public internet for Alabama Medicaid MMIS system for the purposes of this connection.

**Connection Termination** – Service may be terminated by either party. A written 30 day notice is required for termination with the exception of the following circumstances:

- Should the Subscriber not pay their account within terms, the connection will be severed.
- Should Gainwell require the connection to be severed per the State Agency, Subscriber will comply within the cancellation terms herein.
- To restore the connection, Subscriber must cure breach or make the account current and pay the setup fee detailed in the **Charges** section of this document.

**Response Time** – The maximum expected response time by Gainwell is 30 minutes Monday through Friday (8AM to 5PM central time) and 2 hours otherwise. Actual incident recovery time will be dependent on the resolution of the incident. Subscriber should thoroughly test Subscriber owned equipment and connection before contacting Gainwell for testing.

**Charges** (“Charges”) – Gainwell will bill Subscriber \$ 1,350.00 per quarter (3 month period) to maintain the site to site VPN connection. A setup fee of \$1,600.00 is required to establish the connection and test. Subscriber agrees to pay within 30 days of the date of the invoice. Any prorated amounts will be determined by mutual agreement. Gainwell shall reevaluate charges every twelve (12) months. Subscriber agrees that the acceptance of market driven increases shall be a condition of continued performance under this agreement.

#### C. INDEMNIFICATION

The SUBSCRIBERS agrees to indemnify, defend, save and hold harmless Gainwell from all claims, demands, liabilities, and suits of any breach of this agreement by the SUBSCRIBERS, its Subscribers or employees, including but not limited to any occurrence of omission or negligence of the SUBSCRIBERS, its Subscribers or employees, and more specifically, without limitations:

1. Any claims or losses for services rendered by a subcontractor, consultant, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Federal or State regulations or Federal statutes, of the SUBSCRIBERS, its Subscribers, consultants, officers and employees, or subcontractors in the performance of this agreement;
3. Any claims or losses resulting to any person or firm injured or damaged by the SUBSCRIBERS, its Subscribers, consultants, officers, employees, or subcontractors by the

- publications, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in any manner not authorized by the contract, or Federal or State regulations or statutes; and
4. Any failure of the SUBSCRIBERS, its officers, Subscribers, consultants, employees, or subcontractors to observe State or Federal laws, including but not limited to labor laws and minimum wage laws.

**D. NON-EXCLUSIVITY**

Gainwell shall not be in any way limited from entering into similar contracts with other Subscribers desiring to provide the same or similar service, nor shall Gainwell be in any way limited from providing the same or similar service directly to health care providers. Gainwell shall in no way be limited in its use of any information it obtains from the SUBSCRIBERS in connection with this Agreement, and the parties hereto agree that no such information shall be considered proprietary or trade secret information of the SUBSCRIBERS.

**E. Changes and Amendment Language**

Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree, in writing, upon any proposed changes, including resulting equitable adjustments to costs and performance of the Services

**F. ENTIRE AGREEMENT**

This written Agreement constitutes the entire Agreement between the parties, and no additional representatives, writings or documents are a part hereof, unless specifically referred to herein above. The requirements in the Alabama Data Switch Agreement are hereby incorporated. This Agreement may be amended by written agreement of the parties hereto.

**G. CONTACT PERSONS**

Gainwell:  
 Lamar Smith  
 ITO Account Delivery Manager  
 301 Technacenter Drive  
 Montgomery, AL 36117  
  
 Phone: (334) 215-4201

SUBSCRIBER:  
 Contact \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set their signatures.

**SUBSCRIBER**

**GAINWELL TECHNOLOGY SERVICES, LLC**

\_\_\_\_\_  
 (sign)  
 BY: \_\_\_\_\_  
 (print)  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

\_\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

# Appendix C: Pricing

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

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



## Appendix D: Additional Attachments

### Appendix D: Utilization Statistics FY2021-FY2022

Aid Category	Fiscal Year	Eligible Members	Member Months	CTA	CT	MRA	MRI	Pet Scans	Nuclear Cardiology	Heart Catherization	Stress Echo	Transesophageal Echo	Transthoracic Echo
FOSTER CARE	FY 2021	16,365	176,705	86	1,600	6	480	5		5		1	372
	FY 2022	18,316	202,650	136	2,024	10	602	12	2				413
MLIF	FY 2021	126,174	1,322,708	6,286	48,770	536	13,746	544	898	599	165	150	5,382
	FY 2022	144,502	1,570,317	6,172	54,880	596	15,008	493	1,076	616	166	173	6,184
SOBRA	FY 2021	652,748	7,335,567	1,557	38,840	302	13,339	74	6	21	32	20	11,994
	FY 2022	707,344	8,024,739	1,914	48,826	264	15,451	112	20	17	20	6	12,991
SSI	FY 2021	130,258	1,443,971	11,539	79,598	1,084	22,833	1,788	3,269	2,570	300	674	18,832
	FY 2022	127,228	1,439,990	11,229	79,753	1,017	22,517	1,711	3,232	2,521	253	641	18,745

## Appendix E: CPT Codes

PA is required for the following Radiology and Cardiology codes:

### Radiology Codes

<b>PET SCANS</b>
78459 Myocardial -metabolic
78491 Myocardial-single-rest/stress
78492 Myocardial, perfusion-multi
78608 Brain-metabolic
78609 Brain, perfusion
78811 Limited area
78812 Skull base to mid-thigh
78813 Whole body
78814 w/CT; limited area
78815 w/CT skull base to mid-thigh
78816 w/CT full body
<b>CTA</b>
70496 Head
70498 Neck
71275 Chest (non-coronary)
73206 Upper extremity
73706 Lower extremity
75635 CT Angio Abdominal Arteries
<b>CT</b>
70450 Head/brain w/o contrast
70460 Head/brain w/ contrast
70470 Head/brain w/o & w/contrast
70480 Orbit w/o contrast
70481 Orbit w/ contrast
70482 Orbit w/o & w/contrast
70486 Maxllfcl w/o contrast
70487 Maxllfcl w/ contrast
70488 Maxllfcl w/o & w/contrast
70490 Soft tissue neck w/o contrast
70491 Soft tissue neck w/o, w/contrast
70492 Soft tissue neck w/o & w/contrast
71250 Thorax w/o contrast
71260 Thorax w/contrast
71270 Thorax w/o & w/contrast

72125 C-spine w/o contrast
72126 C-spine w/contrast
72127 C-spine w/o & w/contrast
72128 T-spine w/o contrast
72129 T- spine w/contrast
72130 T-spine w/ & w/o contrast
72131 L-spine w/o contrast
72132 L-spine w/contrast
72133 L-spine w/o & w/ contrast
72192 Pelvis w/o contrast
72191 CT Angiograph Pelv W/O&W/Dye
72193 Pelvis w/contrast
72194 Pelvis w/o & w/ contrast
73200 UE- w/o contrast
73201 UE- w/contrast
73202 UE w/o & with contrast
73700 LE w/o contrast
73701 LE w/ contrast
73702 LE w/o & w/contrast
74150 Abdomen w/o contrast
74160 Abdomen w/contrast
74170 Abdome w/o & w/contrast
74174 CT Angio Abd & Pelv W/O&W/Dye
74176 Abdomen & Pelvis w/o contrast
74177 Abdomen & Pelvis with contrast
74178 Abdomen & Pelvis; w/o & w/contrast
75571 Heart w/o contrast.
75572 Heart with contrast.
75573 Heart with contrast, in the setting of CHD.
75574 Heart CT Angiography.
76380 Limited or localized f/u study
77078 CT Bone Density Axial
<b>MRA</b>
70544 Head w/o contrast
70545 Head w/contrast
70546 Head w/ & w/o contrast
70547 Neck w/o contrast
70548 Neck w/contrast
70549 Neck w/o & w/contrast
71555 Chest w/ or w/o contrast

72198 Pelvis w/ or w/o contrast
73225 UE w/ or w/o contrast
73725 LE w/ or w/o contrast
74174 CTA, Abdomen and pelvis with contrast
74185 Abdomen w/ or w/o contrast
<b>MRI</b>
70540 Face, orbit, &/or neck w/o contrast
70542 Face orbit &/or neck w & w/o cont.
70543 Face, orbit, &/or neck w & w/o cont.
70551 Brain w/o contrast
70552 Brain w/ contrast
70553 Brain w/& w/o contrast
71550 Chest w/o contrast
71551 Chest w/ contrast
71552 Chest w & w/o contrast
72141 C-spine w/o contrast
72142 C-spine w/contrast
72146 T-spine w/o contrast
72147 T-spine w/contrast
72148 L-spine w/o contrast
72149 L spine w/contrast
72156 c-spine w/ & w/o contrast
72157 T-spine w/ & w/o contrast
72158 L-spine w/ & w/o contrast
72195 Pelvis w/o contrast
72196 Pelvis w/ contrast
72197 Pelvis w/&w/o contrast
73218 UE w/o contrast
73219 UE w/contrast
73220 UE w/& w/o contrast
73221 UE joint w/o contrast
73222 UE joint w/contrast
73223 UE joint w/& w/o contrast
73718 LE w/o contrast
73719 LE w/ contrast
73720 LE w/ & w/o contrast
73721 LE joint w/o contrast
73722 LE joint w/ contrast
73723 LE joint w & w/o contrast
74181 Abdomen w/o contrast

74182 Abdomen w/contrast
74183 Abdomen w & w/o contrast
75557 Cardiac w/o contrast
77046 MRI of one breast
77047 MRI of both breasts
77048 MRI of one breast with and without contrast
77049 MRI of both breasts with and without contrast
77084 MRI scan of bone marrow

## Cardiology Codes

<b>HEART CATHERIZATION</b>
93451 RIGHT HEART CATHETERIZATION INCLUDING MEASUREMENT(S) OF OXYGEN SATURATION AND CARDIAC OUTPUT, WHEN PERFORMED.
93452 LEFT HEART CATHETERIZATION INCLUDING INTRAPROCEDURAL INJECTION(S) FOR LEFT VENTRICULOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION, WHEN PERFORMED
93453 COMBINED RIGHT AND LEFT HEART CATHETERIZATION INCLUDING INTRAPROCEDURAL INJECTION(S) FOR LEFT VENTRICULOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION, WHEN PERFORMED
93454 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION;
93455 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH CATHETER PLACEMENT(S) IN BYPASS GRAFT(S) (INTERNAL MAMMARY, FREE ARTERIAL, VENOUS GRAFTS) INCLUDING INTRAPROCEDURAL INJECTION(S) FOR BYPASS GRAFT ANGIOGRAPHY
93456 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH RIGHT HEART CATHETERIZATION
93457 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH CATHETER PLACEMENT(S) IN BYPASS GRAFT(S) (INTERNAL MAMMARY, FREE ARTERIAL, VENOUS GRAFTS) INCLUDING INTRAPROCEDURAL INJECTION(S) FOR BYPASS GRAFT ANGIOGRAPHY AND RIGHT HEART CATHETERIZATION
93458 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH LEFT HEART CATHETERIZATION INCLUDING INTRAPROCEDURAL INJECTION(S)
93459 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH LEFT HEART CATHETERIZATION INCLUDING INTRAPROCEDURAL INJECTION(S) FOR LEFT VENTRICULOGRAPHY, WHEN PERFORMED, CATHETER PLACEMENT(S) IN BYPASS GRAFT(S) (INTERNAL MAMMARY, FREE ARTERIAL, VENOUS GRAFTS) WITH BYPASS GRAFT ANGIOGRAPHY
93460 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH RIGHT AND LEFT HEART CATHETERIZATION INCLUDING INTRAPROCEDURAL INJECTION(S) FOR LEFT VENTRICULOGRAPHY, WHEN PERFORMED

93461 CATHETER PLACEMENT IN CORONARY ARTERY(S) FOR CORONARY ANGIOGRAPHY, INCLUDING INTRAPROCEDURAL INJECTION(S) FOR CORONARY ANGIOGRAPHY, IMAGING SUPERVISION AND INTERPRETATION; WITH RIGHT AND LEFT HEART CATHETERIZATION INCLUDING INTRAPROCEDURAL INJECTION(S) FOR LEFT VENTRICULOGRAPHY, WHEN PERFORMED, CATHETER PLACEMENT(S) IN BYPASS GRAFT(S) (INTERNAL MAMMARY, FREE ARTERIAL, VENOUS GRAFTS) WITH BYPASS GRAFT ANGIOGRAPHY

### **NUCLEAR CARDIOLOGY**

78451 MYOCARDIAL PERFUSION IMAGING, TOMOGRAPHIC (SPECT) (INCLUDING ATTENUATION CORRECTION, QUALITATIVE OR QUANTITATIVE WALL MOTION, EJECTION FRACTION BY FIRST PASS OR GATED TECHNIQUE, ADDITIONAL QUANTIFICATION, WHEN PERFORMED); SINGLE STUDY, AT REST OR STRESS (EXERCISE OR PHARMACOLOGIC)

78452 MYOCARDIAL PERFUSION IMAGING, TOMOGRAPHIC (SPECT) (INCLUDING ATTENUATION CORRECTION, QUALITATIVE OR QUANTITATIVE WALL MOTION, EJECTION FRACTION BY FIRST PASS OR GATED TECHNIQUE, ADDITIONAL QUANTIFICATION, WHEN PERFORMED); MULTIPLE STUDIES, AT REST AND/OR STRESS (EXERCISE OR PHARMACOLOGIC) AND/OR REDISTRIBUTION AND/OR REST REINJECTION

78453 MYOCARDIAL PERFUSION IMAGING, PLANAR (INCLUDING QUALITATIVE OR QUANTITATIVE WALL MOTION, EJECTION FRACTION BY FIRST PASS OR GATED TECHNIQUE, ADDITIONAL QUANTIFICATION, WHEN PERFORMED); SINGLE STUDY, AT REST OR STRESS (EXERCISE OR PHARMACOLOGIC)

78454 MYOCARDIAL PERFUSION IMAGING, PLANAR (INCLUDING QUALITATIVE OR QUANTITATIVE WALL MOTION, EJECTION FRACTION BY FIRST PASS OR GATED TECHNIQUE, ADDITIONAL QUANTIFICATION, WHEN PERFORMED); MULTIPLE STUDIES, AT REST AND/OR STRESS (EXERCISE OR PHARMACOLOGIC) AND/OR REDISTRIBUTION AND/OR REST REINJECTION

### **STRESS ECHO**

93350 ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TIME WITH IMAGE DOCUMENTATION (2D), INCLUDES M-MODE RECORDING, WHEN PERFORMED, DURING REST AND CARDIOVASCULAR STRESS TEST USING TREADMILL, BICYCLE EXERCISE AND/OR PHARMACOLOGICALLY INDUCED STRESS, WITH INTERPRETATION AND REPORT

93351 ULTRASOUND EXAMINATION AND CONTINUOUS MONITORING OF THE HEART PERFORMED DURING REST, EXERCISE, AND/OR DRUG-INDUCED STRESS WITH INTERPRETATION AND REPORT 93352 INJECTION OF X-RAY CONTRAST MATERIAL FOR ULTRASOUND EXAMINATION OF THE HEART

### **TRANSESOPHAGEAL ECHO**

93312 ECHOCARDIOGRAPHY, TRANSESOPHAGEAL, REAL-TIME WITH IMAGE DOCUMENTATION (2D) (WITH OR WITHOUT M-MODE RECORDING); INCLUDING PROBE PLACEMENT, IMAGE ACQUISITION, INTERPRETATION AND REPORT

93313 ECHOCARDIOGRAPHY, TRANSESOPHAGEAL, REAL-TIME WITH IMAGE DOCUMENTATION (2D) (WITH OR WITHOUT M-MODE RECORDING); PLACEMENT OF TRANSESOPHAGEAL PROBE ONLY
93314 ECHOCARDIOGRAPHY, TRANSESOPHAGEAL, REAL-TIME WITH IMAGE DOCUMENTATION (2D) (WITH OR WITHOUT M-MODE RECORDING); IMAGE ACQUISITION, INTERPRETATION AND REPORT ONLY
<b>TRANSTHORACIC ECHO</b>
93303 TRANSTHORACIC ECHOCARDIOGRAPHY FOR CONGENITAL CARDIAC ANOMALIES; COMPLETE
93304 TRANSTHORACIC ECHOCARDIOGRAPHY FOR CONGENITAL CARDIAC ANOMALIES; FOLLOW-UP OR LIMITED STUDY
93306 ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TIME WITH IMAGE DOCUMENTATION (2D), INCLUDES M-MODE RECORDING, WHEN PERFORMED, COMPLETE, WITH SPECTRAL DOPPLER ECHOCARDIOGRAPHY, AND WITH COLOR FLOW DOPPLER ECHOCARDIOGRAPHY
93307 ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TIME WITH IMAGE DOCUMENTATION (2D), INCLUDES M-MODE RECORDING, WHEN PERFORMED, COMPLETE, WITHOUT SPECTRAL OR COLOR DOPPLER ECHOCARDIOGRAPHY
93308 ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TIME WITH IMAGE DOCUMENTATION (2D), INCLUDES M-MODE RECORDING, WHEN PERFORMED, FOLLOW-UP OR LIMITED STUDY INJECTION, PERFLUTREN LIPID MICROSPHERES, PERML





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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.

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### **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.



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**ATTENTION:** Alabama Medicaid intends to post **Radiology and Cardiology** RFP specifications document by the close of business on 6/23/2023, 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:

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

**RFP # 2023-RM-01****Radiology and Cardiology Management Services (RM) RFP****Proposer Questions and Agency Answers****07/21/2023**

<b>Question ID:</b>	1
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	What are the anticipated volumes for each type of request? What are the historical volumes for the past 3 years?
<b>Section Number:</b>	II. Scope of Work
<b>RFP Page Number:</b>	57
<b>Agency Answer:</b>	See Appendix D
<b>Question ID:</b>	2
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	Has a cut-over date been set for vendor turnover?
<b>Section Number:</b>	Section B. Schedule of Events
<b>RFP Page Number:</b>	03
<b>Agency Answer:</b>	11/01/2023
<b>Question ID:</b>	3
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	How many years of prior authorizations would be converted to the new system?
<b>Section Number:</b>	I. Prior Authorization Standards
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	2 years
<b>Question ID:</b>	4
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	Is FedRAMP compliance required from the hosting partner?
<b>Section Number:</b>	N. Operational Requirements
<b>RFP Page Number:</b>	14
<b>Agency Answer:</b>	Yes, FedRAMP is mandatory for contractor systems that store or process certain data.

<b>Question ID:</b>	5
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	Does Alabama Medicaid require the use of commercially available medical necessity criteria by utilizing InterQual or CareWebQI?
<b>Section Number:</b>	I. Prior Authorization Standards
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	It is not available currently. It is unknown which system will be compatible with Gainwell and the awarded contractor.
<b>Question ID:</b>	6
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	Is a Provider facing Portal required?
<b>Section Number:</b>	N. Operational Requirements
<b>RFP Page Number:</b>	14
<b>Agency Answer:</b>	This is not applicable to the RFP
<b>Question ID:</b>	7
<b>Date Question Asked:</b>	07/03/23
<b>Question:</b>	Is single-sign on required for identity management of Alabama providers to access the auth portal?
<b>Section Number:</b>	N. Operational Requirements
<b>RFP Page Number:</b>	14-15
<b>Agency Answer:</b>	This is not applicable to the RFP.