ALABAMA MEDICAID AGENCY
REQUEST FOR PROPOSALS

RFP Number: 2018-ICN-01	**RFP Title: Integrated Care Networks Request for Proposals**
RFP Due Date and Time: June 7, 2018 by 5:00 pm Central Time	**Number of Pages: 118**

PROCUREMENT INFORMATION

Project Director: Ginger Wettingfeld	**Issue Date: April 20, 2018**
E-mail Address: **ICN.RFP@medicaid.alabama.gov** **Website: http://www.medicaid.alabama.gov**	**Issuing Division: LTC Health Care Reform and Development**

INSTRUCTIONS TO CONTRACTORS

Return Proposal to: **Alabama Medicaid Agency** **Attn: Ginger Wettingfeld** **Lurleen B. Wallace Building** **501 Dexter Avenue** **PO Box 5624** **Montgomery, AL 36103-5624**	**Mark Face of Envelope/Package:** **RFP Number: 2018-ICN-01** **RFP Due Date: June 7, 2018 by 5:00 pm Central Time** **To Submit Pricing, Refer to: Section X.B (Pricing Form)**

CONTRACTOR INFORMATION

(Contractor must complete the following and return with RFP response)

Contractor Name/Address:	Authorized Contractor Signatory: (Please print name and sign in ink)
Contractor Phone Number:	Contractor FAX Number:
Contractor Federal I.D. Number:	Contractor E-mail Address:

Section A. RFP Checklist

1. ____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. ____ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.

4. ____ **Use the forms provided**, i.e., cover page, disclosure statement, etc.

5. ____ **Check the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.

6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

8. ____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected Vendor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

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

Section B. Milestone Events

The following RFP Schedule of Events represents the Agency's best estimate of the schedule that will 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 Agency reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events will be posted on the RFP website at www.medicaid.alabama.gov.

EVENT	DATE
RFP Issued	4/20/2018
Round 1 Questions: Due by 5 pm CT	5/7/2018
Round 1 Questions: Answers Posted	5/17/2018
Mandatory Vendor Conference (Pre- registration required. Complete registration form (Section X.H) and return via email to the Project Director by 5 pm CT on May 17, 2018.	5/18/2018
Round 2 Questions: Due by 5 pm CT	5/23/2018
Round 2 Questions: Answers Posted	5/31/2018
Proposals Due: 5 pm CT	6/7/2018
Evaluation Period: Begins	6/8/2018
Evaluation Period: Completed	6/28/2018
Award Notification	7/11/2018
**Contract Review Committee	9/13/2018
Contractor START Date	10/1/2018

**State law requires that all contracts 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) Calendar Days. The "Contract START Date" 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. Introduction

A. Background

The current Alabama Long Term Services and Support (LTSS) system provides institutional care, and Home and Community-Based Services (HCBS) to more than 23,000 elderly and disabled adults who meet the Medicaid financial eligibility requirements for long-term care and demonstrate need qualifying the individual for Nursing Facility level of care, as defined by the Alabama Medicaid Agency (Agency). More than 200 Nursing Facilities provide nursing facility care to more than 23,000 Medicaid Beneficiaries each year. There is an average of 16,000 individuals in a Nursing Facility on any given day across the State. HCBS are available statewide through HCBS waivers. As of 2016, there were 10,030 waiver slots across the two waiver programs intended for inclusion in the Integrated Care Network (ICN) program.

Beneficiaries covered by waivers for persons with intellectual disabilities and the State of Alabama Independent Living or Technology Assisted waiver programs will not be included in the ICN program; those waivers will continue to be administered on a Fee-For-Service basis by the State.

B. Purpose

The Agency seeks a Contractor for the purpose of administering a patient-centered Case Management system which promotes a person-centered approach to care delivery and better integrates the medical and LTSS needs of beneficiaries, allowing them to receive LTSS in the least restrictive setting of their choice. The ICN program aims to achieve the following:

- Improve education and outreach about LTSS options;
- Provide more comprehensive and integrative Case Management that drives person-centered planning, enhances quality of life, and improves health outcomes; and
- Help drive a shift in the percentage of the LTSS population residing in the HCBS setting.

These program objectives are directly linked to the key activities that the ICN will be required to perform (e.g., Case Management, education about LTSS options, identifying alternatives to nursing home placement). The Vendor to whom the contract is awarded (herein Contractor) shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the firm and fixed amount identified in the Vendor's proposal to this RFP.

II. General Medicaid Information

The Alabama Medicaid Agency is responsible for the administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. Through teamwork, 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.

The Agency'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 the Agency's 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. In 2015, an average of 1,049,787 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

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

1. Physician Services
2. Inpatient and Outpatient Hospital Services
3. Rural Health Clinic Services
4. Laboratory and X-ray Services
5. Nursing Home Services
6. Early and Periodic Screening, Diagnosis and Treatment
7. Dental for children ages zero (0) to twenty (20)
8. Home Health Care Services and Durable Medical Equipment
9. Family Planning Services
10. Nurse-Midwife Services
11. Federally Qualified Health Center Services
12. Hospice Services
13. Prescription Drugs
14. Optometric Services
15. Transportation Services
16. Hearing Aids
17. Intermediate Care Facilities for Individuals with Intellectual Disabilities
18. Prosthetic Devices
19. Outpatient Surgical Services
20. Renal Dialysis Services
21. Home and Community-Based Waiver Services
22. Prenatal Clinic Services
23. Mental Health Services
24. Other program information may be found at www.medicaid.alabama.gov.

III. Vendor Qualifications

1. This document outlines the qualifications which must be met in order for an entity to serve as Contractor. It is imperative that potential Vendors describe, in detail, how they intend to approach the Scope of Work specified in Section IV of the RFP. The ability to perform these services must be carefully documented, even if the Vendor has been or is currently participating in a Medicaid Program.

2. 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.

3. 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, Alabama Administrative Code and Code of Federal Regulations (CFR) requirements.

4. 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.

IV. Scope of Work

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

As part of the proposal, Vendors must provide detailed descriptions of all requirements listed in Section X.G – SCOPE OF WORK (Scored Items and Compliance Acknowledgement).

A. Defined Terms and Acronyms

1. The definitions of terms used herein and the meaning of all acronyms can be found in Section X.I of this RFP. The order of preference for interpreting definitions appearing in this RFP is (in descending order of priority):

   a) Express definitions in Section X.I;

   b) Express definitions elsewhere in this RFP;

   c) Definitions in the Alabama Medicaid Administrative Code; and

   d) Definitions in Federal law and regulations including 42 C.F.R. § 438.2.

2. For purposes of this RFP, in addition to terms defined elsewhere in this RFP, the terms found in Appendix I have the following meanings when capitalized. If a term below is used without capitalization in this RFP, then the context determines whether the term is intended to be used with the defined meaning.

3. Contractor shall use the same definitions outlined in this RFP in any Provider contract, Subcontract, or other agreement the Contractor enters into as part of the ICN Program.

B. General ICN Requirements

1. Meet federal definition of a Primary Care Case Management entity (PCCM entity), as defined in 42 C.F.R. §438.2;

2. Comply with an approved 1915(b) waiver that governs this PCCM entity program; and

3. Must submit a written statement stating the Contractor acknowledges and will comply with the requirements set forth in the entire RFP. See also Section X.G.

C. Organizational Structure

1. The Contractor shall be qualified to conduct business under Alabama law, as a private entity, public entity, or not-for-profit organization.

2. The Contractor shall have a Governing Board of Directors and Citizens' Advisory Committee consistent with Alabama Medicaid Administrative Code Chapter 64.

D. Contractor's Readiness Assessment

1. The Agency shall conduct readiness assessments as required by 42 C.F.R § 438.66 and in accordance with Alabama Medicaid Administrative Code Chapter 64 to determine the Contractor's readiness and ability to cover or provide services to its Enrollees and resolve any identified operational deficiencies. The Agency may require the Contractor to develop and implement corrective action plans (CAPs) acceptable to the Agency demonstrating the Contractor's readiness to satisfy the requirements of this RFP. The Contractor must cooperate with the Agency in the Agency's readiness assessments, including but not limited to:

   a) Providing all information, data, or reports the Agency requires or requests that are within the scope of the readiness assessments; and

   b) Allowing the Agency reasonable access to the Contractor's facilities, staff, and leadership.

2. The Contractor acknowledges and understands that it shall not provide services to Enrollees nor be paid a monthly payment until the Agency has determined, in its sole discretion, that the Contractor has demonstrated readiness to satisfy the requirements of this RFP and until the effective date the Agency designates in written notice to the Contractor that the Contractor shall first provide services to Enrollees pursuant to this RFP.

E. Ongoing Monitoring

1. The Agency shall conduct ongoing monitoring and supervision as required by 42 C.F.R. § 438.66 and in accordance with Alabama Medicaid Administrative Code Chapter 64 to determine the Contractor's ability to provide services to its Enrollees and resolve any identified operational deficiencies. The Agency may require the Contractor to develop and implement CAPs acceptable to the Agency demonstrating the Contractor's ability to satisfy the requirements of this RFP.

2. The Contractor must cooperate with the Agency in the ongoing monitoring and supervision, including but not limited to:

a) Providing all information, data, or reports the Agency requires or requests under the Contract, including but not limited to the Agency's annual report to the Centers for Medicare and Medicaid Services (CMS) on the Contractor as required by 42 C.F.R. §438.66(e)(1); and

b) Allowing the Agency reasonable access to the Contractor's facilities, staff, and leadership.

F. Place of Business and Hours of Operation

1. The Contractor shall set up and maintain a central business office within the State for the exclusive use of the Contractor and in a location accessible to the public. The Contractor may establish more than one business office within the State, but must designate one of the offices within the State as the central business office.

2. The Contractor shall be responsible for all costs related to securing and maintaining the facility for interim start-up support and the subsequent operational facility, including but not limited to hardware and software acquisition and maintenance, leasehold improvements, signage, utilities, telephone service, office equipment, supplies, janitorial services, security, storage, transportation, document shredders, and insurance. The office(s) must:

   a) Be accessible in accordance with Federal and State laws and regulations;

   b) Maintain privacy and security standards in accordance with this RFP; and

   c) Have private meeting rooms to accommodate Enrollees who may come to the office.

3. All of the Contractor's documentation must reflect the address of the location identified as the Contractor's legal, duly licensed, central business office in the State. This business office must be open at least between the hours of 8:00 a.m. and 5:00 p.m. Central time, Monday through Friday. The Contractor shall ensure that the office(s) are adequately staffed, to ensure that Enrollees and Providers receive prompt and accurate responses to inquiries and its staff receive adequate supervision to ensure quality of services and are operating within their scope.

4. In accordance with Section IX.NN of this RFP, the Contractor shall ensure that all business offices and all employees and Subcontractors that perform functions and duties related to this RFP are located within the United States.

5. Out of State Operations

a) The Contractor shall ensure the location of any staff or operational functions outside of the State does not compromise the delivery of integrated services and a seamless experience for Enrollees and Providers.

b) The Contractor shall ensure all staff functions conducted outside of the State are readily reportable to the Agency at all times to ensure the location of staff functions does not hinder the Agency's ability to monitor the Contractor's performance and compliance with Contract requirements.

G. ICN Populations

1. Mandatory Population. The following groups of eligible Medicaid Beneficiaries shall be included for coverage by an ICN:

   a) Individuals that meet the current admission criteria for Nursing Facility care as described in Alabama Medicaid Administrative Code Rule 560-X-10-.10 and who are receiving Nursing Facility services in accordance with Alabama Medicaid Administrative Code Rule 560-X-10-.04(1);

   b) Individuals that meet the eligibility criteria for the Home and Community-Based Services for the Alabama Community Transition (ACT) Waiver in accordance with Alabama Medicaid Administrative Code Rule 560-X-44-.02; and,

   c) Individuals that meet the eligibility criteria for the Home and Community-Based Services for the Elderly and Disabled Waiver in accordance with Alabama Medicaid Administrative Code Rule 560-X-36-.02.

2. Excluded Population. The following groups of eligible Medicaid Beneficiaries shall not be included for coverage by an ICN:

   a) Individuals enrolled in Alabama's Program for All-Inclusive Care for the Elderly (PACE) program are excluded from the ICN program.

   b) Eligibility Less Than 3 Months – Medicaid Beneficiaries who would have less than three months of Medicaid eligibility remaining upon enrollment into the program are excluded from the ICN program.

   c) Participants in the following 1915(c) waivers are excluded from the ICN program:

      (1) Intellectual Disabilities Waiver;

      (2) Living at Home Waiver;

      (3) Technology Assisted Waiver; and

(4) State of Alabama Independent Living Waiver.

d) Members of the Poarch Band of Creek Indians are included in the ICN program but they may opt out of enrollment upon request.

e) Individuals receiving Medicaid funded hospice room and board in a Nursing Facility, or Medicaid funded hospice in the community are excluded from the ICN program.

H. ICN Network Requirements

1. The Contractor's delivery network must have an adequate number of coordination agreements with Nursing Facilities and Case Management Organizations (CMOs) to appropriately provide choice of Case Managers to Enrollees statewide, and facilitate timely and effective care transitions, Case Management, and community participation.

2. The Vendor must demonstrate the ability to create an adequate delivery network.

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

(1) At least fifty percent (50%) of the Medicaid Nursing Facility total licensed beds in the State with appropriate geographic distribution; and

(2) CMOs that constitute one hundred percent (100%) geographic distribution. For the purposes of this section, one hundred percent (100%) geographic distribution shall mean:

i. LOIs with all CMOs in the State; or

ii. LOIs with at least seventy-five percent (75%) of the CMOs in the State, provided the applicable organizations can provide services to one hundred percent (100%) of the Enrollees on or before October 1, 2018.

(3) Letter from the Commissioner of the Alabama Department of Senior Services (ADSS) stating they are willing to sign or have signed a Coordinating Agreement to assist in the oversight and collaboration with the State's CMOs.

b) Vendor responses not meeting one hundred percent (100%) geographic distribution for Case Management services and LOIs with at least fifty percent (50%) of Nursing Facilities in the State will be deemed non-responsive. While Vendor responses under both Sections IV.H.2.a.2.i and ii are acceptable, scoring preference will be given to

Vendors with LOIs from all entities currently providing HCBS Case Management for the waivers of the ICN population.

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

I. Single Point of Entry Supportive Services

1. Coordination with Aging and Disability Resource Centers

a) The Contractor will be required to coordinate with Aging and Disability Resource Centers (ADRCs) as designated by ADSS.

b) The Contractor must establish a single coordinating agreement applicable to all ADRCs. This agreement must be submitted to, and approved by, the Agency and the ADSS, to assure that coordination standards do not impede the operation of the ADRC in serving non-Medicaid populations.

c) The Contractor is expected to support the operation of ADRCs by providing supplemental services for individuals seeking enrollment with Medicaid who are eligible for LTSS in institutional or non-institutional settings. These supplemental services include:

(1) Completing pre-admissions counseling for participants seeking Medicaid-funded LTSS services.

(2) Conducting a screening process that evaluates:

(i) The Potential Enrollee's financial eligibility for Medicaid;

(ii) The Potential Enrollee's likelihood to meet the Nursing Facility level of care standard;

(iii) The Potential Enrollee's LTSS setting of choice;

(iv) The Potential Enrollees preferred services sufficient to identify the appropriate 1915(c) waiver; and

(v) The Potential Enrollee's access to unpaid, informal care.

(3) All screening instruments must be submitted to the Agency for approval prior to

their use.

(4) Facilitating the Medicaid application process for Medicaid applicants and facilitating the process to seek certification for LTSS, including but not limited to:

(i) Educating Potential Enrollees on documentation requirements and procedures.

(ii) Assistance, including hands-on assistance, with completion of the Medicaid application and any supporting documents.

(iii) Furnishing *Form 161: Long Term Care Admission and Evaluation Data Form, and Form HCBS 1* to the Potential Enrollee's designated Physician or nurse practitioner, and assisting the Potential Enrollee with obtaining signed certification of level of care for submission to the Agency.

(iv) Supporting the Potential Enrollee in obtaining financial documentation attestations from banking and other financial institutions, as needed.

(v) The Contractor is not required to pay fees that are required to obtain financial documents on a Potential Enrollee's behalf, but is permitted to coordinate with banking and other financial institutions to request waiving of such fees, as necessary.

(vi) Referring Potential Enrollees who the Agency determines not to be Medicaid eligible back to their local ADRC for further assistance and/or navigation of the formal appeal process.

d) Coordinating agreements between the Contractor and the ADRC must describe the following elements and activities, at a minimum:

(1) Procedures for receiving referrals from the ADRC and coordinating referrals between ADRCs and the Contractor.

(2) Policy and procedure for release of information, including procedural safeguards to ensure information handling in accordance with State and Federal privacy law.

(3) Referral response times and minimum standards for initial contact to Potential Enrollees.

(4) Designated procedure for referring complaints and escalations to the Agency.

(5) Procedure for referring Potential Enrollees deemed ineligible for Medicaid

and/or LTSS to the ADRC.

e) All coordinating agreements are subject to review in advance and/or written approval by the Agency.

2. Pre-enrollment Education Requirements

a) The Contractor must attempt to provide pre-enrollment education to Potential Enrollees referred by the following parties:

(1) ADRCs;

(2) Nursing Facilities, including to Potential Enrollees considering conversion from short- to long-term Nursing Facility care;

(3) Primary care Physicians and other medical Providers;

(4) Hospitals and other Acute care Providers, including discharge planners and Case Managers;

(5) Alabama's Long-Term Care Ombudsman Program; and

(6) Alabama Department of Human Resources – Adult Protective Services.

b) The Contractor must provide pre-enrollment education in an objective manner that upholds the autonomy and rights of Potential Enrollees and includes Enrollee legal representatives and/or Enrollee-identified informal supports.

c) Pre-enrollment education activities must be free of all conflict of interest and intentional steering of Potential Enrollees to specific providers.

d) Pre-enrollment education must offer meaningful education that equips Potential Enrollees, and any Enrollee Representatives with knowledge sufficient to make informed choices about Medicaid-funded LTSS. At a minimum, the Contractor is expected to cover the following topics when delivering pre-enrollment education:

(1) Information on Medicaid eligibility requirements, including Nursing Facility level of care standards.

(2) Information on Medicaid-covered LTSS settings, including individualized education that helps Potential Enrollees to understand how their self-identified or Physician-identified needs may or may not be met across settings.

(3) Information on Medicaid 1915(c) waivers, including individualized education

that helps Potential Enrollees to understand how their self-identified or Physician-identified needs may or may not be met across waivers.

(4) Person-centered principles as dictated by 42 C.F.R. § 441.725.

(5) Enrollee rights and responsibilities.

(6) Grievance and Appeals contacts and procedures.

(7) Additional community-based resources that may benefit the Potential Enrollee to thrive in the LTSS setting of their choosing.

e) The Contractor must offer pre-enrollment education via in-person, telephonic and written formats to Potential Enrollees who are referred to the Contractor, or may contact the Contractor. The Contractor's pre-enrollment telephonic and written education processes must comply with the information requirements described in Section IV.M and Section IV.O.

f) The Contractor must submit their staffing plan, including the qualifications of staff to provide in-person and telephonic pre-enrollment education to the Agency for approval prior to initiation of the Contract.

g) The Contractor must submit all written pre-enrollment education materials to the Agency for review and approval, in accordance with Section IV.O.

h) The Contractor must develop a method and templates to document and validate completion of pre-enrollment education with Potential Enrollees. Methods must include a signed verification of completion from the Potential Enrollee, which must be maintained by the Contractor for the duration of the Contract.

i) The Contractor must develop a method and template to document and verify refusal of pre-enrollment education, which Potential Enrollees may refuse at any time. Documented verification must be maintained by the Contractor for the duration of the Contract for all individuals refusing pre-enrollment education.

3. Community Education

a) The Contractor is expected to conduct community education activities to promote public awareness of LTSS options and the general Medicaid eligibility requirements for qualifying for HCBS or institutional care.

b) The Contractor is expected to identify provider types that provide high volumes of service to Potential Enrollees. The Contractor is expected to build professional

relationships with these identified high-volume provider types and offer education to these provider types about LTSS options.

c) The Contractor is expected to partner with ADRCs and promote utilization of ADRCs as the single point of entry for statewide LTSS services. The Contractor may distribute any marketing materials promoting the statewide ADRC system that have been developed by the Alabama Department of Senior Services, and/or local ADRC entities.

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

J. Eligibility

1. The Agency is responsible for administering the Medicaid program including determining eligibility for Medicaid benefits and determining whether Recipients are mandated to enroll in the ICN Program. The Agency is additionally responsible to monitor any portions of the eligibility process completed by a third party.

2. The Contractor must coordinate with Nursing Facilities to ensure that all required financial documentation and assessments including the initial determination of the Nursing Facility level of care using the Admission and Evaluation Data (Form 161), and a completed Pre-admission Screening and Resident Review (PASRR) Level I and Level II (if applicable), are furnished to the Agency.

3. The Contractor must coordinate with CMO's to ensure that all required financial documentation and assessments are included in the initial determination of the Nursing Facility level of care.

4. The Contractor must not, on the basis of health status or need for health care services, discriminate against individuals eligible to enroll with the Contractor.

5. The Contractor must not discriminate against individuals eligible to enroll with the Contractor on the basis of any protected category listed in 42 C.F.R. § 438.3(d) and must not use any policy or practice that has the effect of discriminating on the basis of any protected category listed in 42 C.F.R. § 438.3(d).

K. Enrollment

1. The Agency is responsible for developing an enrollment process consistent with the requirements of 42 C.F.R. §§ 438.50(d), 438.52, 438.54 and all other applicable laws and regulations. In accordance with this section, the Agency will enroll individuals with the Contractor based on the Agency's enrollment and reenrollment requirements and

based on the populations eligible for participation in the ICN Program. The Contractor must accept all individuals assigned to the Contractor by the Agency in the order in which they are assigned without restriction.

2. Medicaid Management Information System (MMIS) Reporting

a) The Agency or its designee will provide a monthly Enrollee file to the Contractor in accordance with the Agency's submission schedule. The file will contain the eligibility period and other Enrollee demographic information. It will contain only the most current record for each Enrollee. The Contractor must reconcile this Enrollee file with the Per Member, Per Month (PMPM) Payment it receives from the Agency and notify the Agency of any discrepancies found within the data on the file within thirty (30) Calendar Days of receipt.

b) Alerts. The Contractor must report to the Agency and its designee on a weekly alert file:

(1) Death; and

(2) Changes in Enrollee mailing addresses.

L. Disenrollment

1. The Agency or its designee will process all Enrollee dis-enrollments consistent with 42 C.F.R. § 438.56. This includes disenrollment due to loss of Enrollee eligibility and all disenrollment requests from Enrollees and the Contractor.

2. Disenrollment due to loss of Enrollee eligibility for the ICN Program includes:

a) Enrollee loses Medicaid eligibility;

b) Enrollee's eligibility category changes to a category ineligible for the ICN Program;

c) Enrollee otherwise becomes ineligible to participate in the ICN Program;

d) Enrollee has become incarcerated; and

e) Enrollee has died.

3. When disenrollment is necessary because an Enrollee loses Medicaid eligibility or loses eligibility for the ICN Program, disenrollment shall be effective at 11:59 p.m. Central time on the last Calendar Day of the month in which loss of eligibility occurs.

4. An Enrollee may dis-enroll for cause at any time. The following constitute cause for disenrollment:

   a) Enrollee moves out of State;

   b) The Contractor does not, because of moral or religious objections, cover the service the Enrollee seeks;

   c) The Enrollee needs related services to be performed at the same time; not all related services are available within the Provider network; and the enrollee's primary care Provider or another Provider determines that receiving the services separately would subject the Enrollee to unnecessary risk; or

   d) Other reasons, including but not limited to poor quality of care, lack of access to services covered under this RFP or lack of access to Providers experienced in dealing with the Enrollee's health care needs.

5. An Enrollee may dis-enroll without cause if the Agency imposes Sanctions on the Contractor pursuant to Section IV.BB of this RFP.

6. Enrollee requests for disenrollment may be submitted to the Agency in an oral or written format. The Contractor shall provide assistance to Enrollees seeking to dis-enroll by providing information to Enrollees about how to contact the Agency or its designee to request disenrollment. The Enrollee's request to dis-enroll must expressly state the reason for the disenrollment.

   a) The Agency will take action to approve or disapprove of the Enrollee's request based on the following:

      (1) Reasons cited in the Enrollee's request for disenrollment;

      (2) Information provided by the Contractor at the Agency's request; and

      (3) Any of the reasons specified in Section IV.L.4 of this RFP.

   b) The effective date of an approved disenrollment must be no later than the first (1st) Business Day of the second (2nd) month following the month in which the Enrollee requests disenrollment. If the Agency fails to make a determination within the specified timeframe, the disenrollment request shall be considered approved.

7. The Agency shall issue a written determination on the Enrollee's request to dis-enroll to the Enrollee and the Contractor. If the Agency determines that there is not cause for disenrollment, the written determination shall notify the Enrollee of the right to request a State fair hearing in accordance with Alabama Administrative Code Rule 560-X-3.

8. Disenrollment initiated by the Contractor:

   a) The Contractor must notify the Agency upon identification of an Enrollee who it knows or believes meets the criteria for disenrollment pursuant to this section. Contractor must assure the Agency that it will not request disenrollment for reasons other than those permitted under this RFP.

   b) The Contractor may request disenrollment of an Enrollee if the Enrollee's utilization of services is fraudulent or abusive or if the Enrollee is disruptive, unruly, threatening, or uncooperative to the extent that the Enrollee's continued enrollment with the Contractor seriously impairs the Contractor's ability to provide services to the Enrollee or other Enrollees, and the Enrollee's behavior is not caused by a physical or behavioral health condition or other Special Health Care Needs as provided in Section IV.L.8.c.4 of this RFP.

   c) The Contractor shall not request disenrollment of an Enrollee because of an Enrollee's:

      (1) Changed health status;

      (2) Utilization of medical services;

      (3) Diminished mental capacity;

      (4) Uncooperative or disruptive behavior resulting from the Enrollee's Special Health Care Needs, except when the Enrollee's continued enrollment with the Contractor seriously impairs the Contractor's ability to furnish services to either this particular Enrollee or other Enrollees; or

      (5) Coverage with another insurance plan.

9. The Agency has the sole discretion to accept or deny the Contractor's disenrollment requests.

10. The Agency or its designee shall provide written notice to Enrollees of their disenrollment rights at least sixty (60) Calendar Days before the start of each enrollment period.

M. Telephone Line

1. The Contractor must operate a toll-free telephone line, which must be staffed during Business Days between 8:00 a.m. and 5:00 p.m. Central time. The Contractor shall provide and maintain a number allowing toll-free calls from Providers and, potential and

current Enrollees in the ICN. This is to provide health related support and access. The Contractor must also have policies and procedures for handling emergency calls.

2. The Contractor must ensure that the telephone line staff is trained to respond to questions about the ICN Program, including:

   a) Questions regarding Medical and HCBS Case Management; and

   b) Questions regarding LTSS options for Medicaid-eligible individuals.

N. Enrollee Materials

1. The Agency will develop the Enrollee Handbook, Enrollee notices, any applicable Provider directories, and any other material necessary for the Enrollee's use and/or understanding of the ICN Program. These materials shall be designed to be easily understood and be readily accessible to the Enrollees. These materials shall comply with all information, format, and content requirements found in 42 C.F.R. § 438.10, Section 1557 of the Affordable Care Act, and Alabama Medicaid Administrative Code Chapter 64.

2. The Contractor must ensure Enrollees have received or provide, when necessary, all materials to the Enrollee and will assist the Enrollee in understanding the materials and ICN Program, including assisting with accessing the materials in alternative forms and formats and directing Enrollees, upon request, to the Agency's free of cost oral or written interpretation services and auxiliary aids. In circumstances where the Contractor is required to provide Enrollee materials to the Enrollee, the materials will be considered to be provided if the Contractor:

   a) Mails a printed copy of the materials to the Enrollee's mailing address;

   b) Provides the information by email after obtaining the Enrollee's agreement to receive the information by email;

   c) Posts the information on the Web site of the Contractor and advises the Enrollee in paper or electronic form that the information is available on the Internet and includes the applicable Internet address, provided that Enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or

   d) Provides the information by any other method that can reasonably be expected to result in the Enrollee receiving that information.

O. Education and Outreach

1. The Contractor shall develop educational materials addressing the prevention of illness and disease, disease management and healthy lifestyles.

2. The Contractor shall develop outreach and educational materials informing Enrollees about the availability of transportation services and how to access Non-Emergency Transportation (NET) services.

3. All education and outreach materials identified or developed by the Contractor for use shall be subject to review and approval by the Agency prior to use, including but not limited to letters, educational materials, programs, DVDs. In accordance with 42 C.F.R. § 438.10 and Section 1557 of the Affordable Care Act, all education and outreach materials must:

   a) Use easily understood language and format;

   b) Use a font size no smaller than 12 point;

   c) Be available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that takes into consideration the special needs of Enrollees or Potential Enrollees with disabilities or limited English proficiency; and

   d) Include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats. Large print means printed in a font size no smaller than 18 point.

P. Marketing

1. The Contractor may not directly market to individual Recipients or Potential Enrollees, except as specified in this section, and must adhere to the requirements specified by 42 C.F.R. §§ 438.10 and 438.104. The Contractor is prohibited from door-to-door, telephone, email, texting or other cold-call marketing or engaging in marketing activities that could mislead, confuse, or defraud Recipients, Enrollees, or Potential Enrollees. Marketing materials must receive Agency approval prior to use and cannot contain any assertion or statement, whether written or oral, that:

   a) Potential Enrollees must enroll with the Contractor in order to obtain benefits or in order not to lose benefits; or

   b) The Contractor is endorsed by CMS, the Federal or State government or similar entity.

2. When distributing approved marketing materials, the Contractor must distribute the materials throughout the State.

3. The Contractor's marketing activities and materials must not seek to influence enrollment in conjunction with the sale or offering of any private insurance.

4. The Contractor may only conduct marketing activities in health care settings in common areas, such as cafeterias, recreational rooms, or conference rooms. The Contractor may not conduct marketing activities in areas where Enrollees primarily receive health care services, or wait to receive health care services. Areas where the Contractor are prohibited from conducting marketing activities include, but are not limited to, the following:

   a) Waiting rooms;

   b) Exam rooms;

   c) Hospital patient rooms;

   d) Areas within a Nursing Facility where Enrollees receive health care or functional assistance;

   e) Areas within an adult day health services facility where Enrollees receive health care or daily scheduled activity programming; and

   f) Dialysis center treatment areas.

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

6. The Agency may impose Sanctions for distributing information to an Enrollee, Potential Enrollee, or Provider that contains false or materially misleading information or for distributing unapproved marketing materials, either directly or indirectly through an agent or Subcontractor.

Q. Enrollee Rights

1. The Contractor must develop, implement, and maintain written policies ensuring each Enrollee is guaranteed the right to:

   a) Receive information in accordance with 42 C.F.R. § 438.10;

   b) Be treated with respect and with due consideration for his or her dignity and privacy;

   c) Receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition and ability to understand;

   d) Participate in decisions regarding his or her health care, including the right to refuse treatment;

   e) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion; and

   f) Request and receive a copy of his or her Medical Records, and request that they be amended or corrected, as specified in 45 C.F.R. § 164.524 and § 164.526.

2. In accordance with 42 C.F.R. § 438.100(c), each Enrollee is free to exercise his or her rights and the Contractor shall assure that the exercise of those rights shall not adversely affect the way the Contractor and Providers treat the Enrollee.

3. To obtain emergency services outside the Case Management system regardless of whether the Case Manager referred the Enrollee to the Provider that furnishes the services.

R. Key Personnel

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

2. The Contractor shall obtain Agency approval prior to hiring or designating any individual to a key staff position. The Contractor must provide to the Agency any supporting documentation that is requested by the Agency.

3. Unless otherwise permitted within this RFP or pursuant to a waiver request approved by the Agency, full-time positions must be dedicated to the Contractor's ICN Program.

4. The Contractor may request a waiver of stated credentials or other staffing requirements in accordance with Section IX.X of this RFP. The Agency has the sole discretion to allow for any exception to stated credentials or requirements. In consideration of the Contractor's waiver request, the Agency may request any supporting information from the Contractor.

S. Key Staff Positions

1. Executive Director. The Contractor must have a full-time Executive Director to serve as the primary administrative liaison between the Contractor and the Agency.

   a) The Executive Director must possess a Bachelor of Science (BS) or Bachelor of Arts (BA) degree from an accredited college or university, a minimum of three (3) years of management experience in adult, aging, or health care services, and experience working with low-income populations.

   b) The Executive Director must have the authority to make all day-to-day management decisions for the Contractor, including such financial and contractual decisions as authorized by the governing board of directors. The Executive Director must have the authority to establish, implement, and maintain employment and administrative policies and procedures for all functions and day-to-day operations of the Contractor, including the hiring and firing of employees and any other such responsibilities as authorized by the governing board of directors.

2. Medical Director. The Contractor must have a Medical Director (which may be part-time) who is a Physician licensed by the State for the past three (3) years with experience in directing health services for the populations served under this RFP. The Medical Director must directly participate in the oversight of Case Management and Quality Improvement (QI) activities.

   a) The Medical Director is responsible for the implementation of all clinical and/or medical programs implemented by the Contractor and must be actively involved in all of the Contractor's major clinical and/or medical programs.

   b) The Medical Director shall serve and/or participate in the ICN Quality Assurance Committee.

3. Medical Case Management Director. The Contractor must have a Medical Case Management Director (which may be part-time) to perform duties and responsibilities as are specified in the Medical Case Management in the Scope of Work. This position must meet the following requirements:

a) Possess, at a minimum, a BSN degree

b) Maintain appropriate licensure; and

c) Experience in a hospital, home health or long-term care setting.

4. ICN Pharmacist. The Contractor must have an ICN Pharmacist (which may be part-time) to coordinate and manage education of community pharmacists, medical Providers, and Enrollees regarding medication management; and perform medication reconciliation duties and responsibilities as specified in Section IV.Y.1.

a) The person holding the ICN Pharmacist position will be the primary point of contact with the Agency for all pharmacy related meetings and coordination, and will oversee/coordinate any additional pharmacy staff.

b) The ICN Pharmacist shall develop, establish, and oversee an organizational process and policy on Medicaid patient transition of care from an inpatient Hospital stay back to the home for HCBS Enrollees. Aspects of the transitional care should include, but are not limited to:

(1) Medication reconciliation on HCBS Enrollees from pre-, during inpatient stay, and post-discharge within three (3) Calendar Days of receiving the patient medication list;

(2) Transitional medication management to include visits/calls to the facility or home, and any other means necessary;

(3) Obtain and review discharge information (for example, discharge summary or continuity of care documents);

(4) Coordinate with the facility's LTC pharmacy or HCBS client's pharmacy to offer prior authorization assistance;

(5) Review need for or follow-up on pending diagnostic tests related to the medications and treatments; and

(6) Interact with other health care professionals who will assume or reassume care of the beneficiary's system-specific problems.

c) This position must meet the following requirements:

(1) Current Alabama pharmacy license in good standing

(2) Work within the state; live within the state preferred

(3) Holds at a minimum a B.S. in Pharmacy

(4) Must have 3 years of Long Term Care Pharmacy experience within the past 4 years; LTC Consulting Pharmacist license/certification preferred

T. Operational Support Staff

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

1. Options Counseling

2. Single Point of Entry Supportive Services;

3. Enrollee Services;

4. HCBS Case Management;

5. Medical Case Management;

6. Financial Systems and Requirements;

7. Information Systems; and

8. Quality Management.

U. Position Changes

The Contractor shall annually report to the Agency its staffing positions including the names of supervisory personnel, organizational chart, and any vacancies in the positions required by this RFP.

V. Training

1. The Contractor must have policies to ensure that all officers, directors, employees, and Subcontractors know and understand their roles and responsibilities.

2. The Contractor must ensure at a minimum all its employees and Subcontractors receive training about the requirements under this RFP upon hire or contract execution and annually thereafter.

3. All of Contractor's employees and Subcontractors who receive training must attest in writing to the fact they attended the training and understand the material.

W.Case Management

1. The Contractor is responsible for the delivery of HCBS Case Management and Medical Case Management as defined in this RFP.

2. The Contractor must develop coordinating agreements with the following State entities to support the coordination of services for Enrollees:

   a) Alabama Department of Mental Health;

   b) Alabama Department of Human Resources;

   c) Alabama Department of Public Health; and

   d) Alabama Department of Senior Services.

3. The Contractor must establish points of contact with Medicare Advantage plans to coordinate services for Enrollees who are also members of Medicare Advantage plans and establish mechanisms for sharing information to support Case Management activities.

4. The Contractor will develop policies and procedures related to the provisions of Medical Case Management services, for the Agency's review and written approval. This shall include, at a minimum, coordination and oversight of contracted CMOs for HCBS Case Management. The Contractor must review policies and procedures at least annually, unless otherwise required by law or State rules, policies, or procedures.

5. The Contractor must, initially, and when updated thereafter, submit to the Agency in advance for review and and/or written approval, transition of care policies and procedures and a staffing model which must achieve a seamless, efficient transition with minimal impact to an Enrollee's care, both when enrolling with the Contractor and when dis-enrolling from the Contractor.

   a) The transition of care policies must include how the Contractor will maintain continuity of care for Enrollees upon enrollment with the Contractor, including maintaining necessary HCBS Case Management.

b) If an Enrollee dis-enrolls from the Contractor, the Contractor must forward the Enrollee's Case Management records to the entity assuming responsibility for the Enrollee's Case Management needs.

X. HCBS Case Management

1. In accordance with Section IV.H, the Contractor must contract with ADSS and CMOs for the delivery of HCBS Case Management to all the Contractor's Enrollees receiving HCBS.

   a) The Contractor shall pay CMOs, through ADSS, for HCBS Case Management provided to an Enrollee. The Contractor will be required to pay ADSS at a minimum rate equal to the prevailing Medicaid Fee-for-Service payment schedule, unless the Contractor negotiates a separate payment rate with ADSS and the CMOs.

   b) If the CMO does not provide HCBS Case Management in compliance with the Contractor's HCBS Case Management requirements, the Contractor may implement a CAP with the CMO, if approved in advance by the Agency.

   c) If the CMO does not complete the corrective actions within the agreed-upon timeframes, the Contractor may request approval from the Agency to terminate its contract with the CMO.

   d) If the Contractor requests to terminate its contract with the CMO due to CMO non-compliance, the Contractor must submit to the Agency for prior approval a plan for how the Contractor will deliver HCBS Case Management to Enrollees receiving HCBS, either directly or through a contract with another entity.

   e) The Contractor must ensure that each Enrollee assigned to an HCBS waiver slot, is assigned to an HCBS Case Manager.

      (1) For Enrollees receiving HCBS at the time of ICN Program implementation, the Contractor must preserve the same HCBS Case Manager assignment.

      (2) The Contractor must assist Enrollees to change their assigned HCBS Case Manager, upon request.

2. The Contractor must ensure that CMOs deliver HCBS Case Management according to the requirements established by the most recent version of the Alabama Department of Senior Services Long Term Care Policy and Procedure Guide, and must support CMOs in conducting HCBS Case Management functions.

3. The Contractor must assist with care transitions:

a) Upon admission to the Nursing Facility;

b) To alternative settings of care, including Acute care admissions; and

c) Upon discharge from the Nursing Facility to the community, or to an alternative care setting.

4. The Contractor must establish a connection with the HCBS Case Management system used by the CMOs to access the Enrollee care plans.

5. The Contractor must ensure that Enrollees are aware of the option for participant directed services as stipulated in the approved 1915(j) State Plan Amendment authorized by CMS and must assist Enrollees in accessing this option.

Y. Medical Case Management

1. The Contractor shall maintain a Medical Case Management program that must include the following components:

a) A systematic approach to identify Enrollees in need of Medical Case Management and to deliver Medical Case Management services to those Enrollees, including home visits;

b) An approach to monitor and confirm that Enrollees receive recommended preventive care, including vaccinations and wellness visits;

c) An approach to actively link Enrollees to Providers and support services relative to medical needs;

d) Development and assessment of Enrollees' medication lists;

(1) Includes gathering, organizing and sharing drug use information from multiple sources, including Enrollees and Claims data, to identify and resolve urgent and emergent drug-drug duplications, interactions, possible adverse events, poor adherence or other suboptimal drug-taking behaviors.

(2) The ICN Pharmacist must review the medication lists to identify contraindications.

(3) The ICN Pharmacist must contact the prescribing Provider and Enrollee/Enrollee Representatives to notify them of the identified contraindications.

e) Analysis of inpatient admissions and readmissions and emergency department utilization by Enrollees and implementation of strategies to mitigate preventable utilization;

f) Coordination with HCBS Case Managers or Nursing Facility Case Management staff to integrate medical and long-term care needs, as applicable; and

g) Coordination with Medicare Advantage plans for dual Enrollees who have chosen a plan.

2. For each Enrollee identified in need of Medical Case Management services, the Contractor must mail the Enrollee a letter with information about the Medical Case Management program and the name and contact information for the assigned Enrollee's Medical Case Manager.

3. The Contractor must assist Enrollees to change their Medical Case Manager, upon request.

4. The Contractor must develop policies and procedures defining its Medical Case Management activities, which must be submitted to and approved by, the Agency. These policies and procedures must include the methodology and approach for developing and reviewing medication lists for selected Enrollees.

5. All Medical Case Management services to Enrollees must be documented, in an electronic data system maintained by the Contractor. The Contractor must complete all documentation within ten (10) Business Days of the Medical Case Management service that has taken place.

Z. Data to Support Case Management Activities

1. The Entity must use information technology systems and processes to integrate and share the following data elements for each Enrollee:

a) Demographic data;

b) Enrollment data;

c) Case Management data, including assessment results, the Care Plan, case notes, Case Manager assignments;

d) Claims and pharmacy data; and

e) Authorization and referrals.

2. This system must be linked to other databases, systems, and the centralized patient record that the Contractor uses to maintain information about the Enrollee. The goal is to integrate the Enrollee information in a meaningful way to facilitate care coordination needs. The system must have the capability to share care coordination information with the Enrollee and any member of the care team, as appropriate.

3. The Entity must ensure that the centralized patient record is current and accessible twenty-four (24) hours a day, seven (7) days a week in its entirety and/or as a summary of key clinical/care coordination data for the care team or other authorized personnel in order to facilitate care coordination needs, respond to urgent/emergent needs, and to ensure effective, safe service delivery.

AA. Case Manager Training

1. The Contractor shall ensure delivery of training for HCBS Case Managers and Medical Case Managers upon hire and annually thereafter on, at a minimum, the following topics:

   a) Person-centered care planning process;

   b) Cultural and disability competence;

   c) Communication;

   d) Accessibility and accommodations;

   e) Substance use disorders;

   f) Behavioral health;

   g) Enrollee abuse, neglect, and exploitation and all other Critical Incident reporting;

   h) Americans with Disabilities Act requirements; and

   i) Other topics as requested by the Agency.

2. The Contractor must provide evidence within sixty (60) Calendar Days of hire that all HCBS Case Managers and Medical Case Managers are trained on the following topics:

   a) Federal and State laws and program requirements;

   b) Initial contact and information referral;

   c) Assessments;

d) Care planning;

e) Discharge planning with hospitals;

f) Use of person-centered language in all communications;

g) Documentation requirements;

h) Strategies to prevent or delay institutional placements;

i) Coordination with the Gateway to Community Living Program; and

j) Community resources including an explanation of the resources available and training on how to access the services.

3. In addition to the topics above, the Contractor must show evidence within sixty (60) Calendar Days of hire and that all Medical Case Managers are trained on the following topics:

a) Preventive services;

b) Chronic disease management;

c) Medication management and polypharmacy;

d) Strategies to avoid preventable hospital admissions and emergency department visits; and

e) Risk stratification.

4. Upon request, the Contractor must provide the Agency written certifications that it has provided all of the required training.

BB. Sanctions

1. The Agency may impose Sanctions on the Contractor if the Agency determines, in its sole discretion, that the Contractor has violated any applicable federal or State law or regulation, the Alabama Medicaid State Plan, this RFP, any policies, procedures, written interpretations, or other guidance of the Agency, or for any other applicable reason described in 42 C.F.R. Part 438, Subpart I or Alabama Medicaid Administrative Code Chapter 64, including but not limited to a determination by the Agency that an Contractor acts or fails to act as follows:

a) Fails substantially to provide medically necessary services that the Contractor is required to provide, under law or under this RFP, to an Enrollee covered under this RFP;

b) Imposes on Enrollees premiums or charges that are in excess of the premiums or charges permitted under the Alabama Medicaid program;

c) Acts to discriminate among Enrollees on the basis of their health status or need for health care services (including termination of enrollment or refusal to reenroll a Recipient, except as permitted under the Alabama Medicaid program, or any practice that would reasonably be expected to discourage enrollment by Recipients whose medical condition or history indicates probable need for substantial future medical services);

d) Misrepresents or falsifies information that it furnishes to Agency or to CMS;

e) Misrepresents or falsifies information that it furnishes to an Enrollee, Potential Enrollee, or health care Provider;

f) Distributes directly, or indirectly through any agent or independent contractor, marketing materials that have not been approved in writing by the Agency or that contain false or materially misleading information;

g) Fails to submit a Corrective Action Plan (CAP) that is acceptable to the Agency within the time period specified by the Agency's written notice or does not implement or complete the corrective action within the established time period;

h) Violates, as determined by the Agency, any requirement of sections 1932 or 1905(t) of the Social Security Act or any implementing regulations; or

i) Violates, as determined by the Agency, any applicable requirement of the Alabama Code or the Alabama Medicaid Administrative Code.

2. The Sanctions imposed by the Agency against the Contractor are as follows:

a) Requiring the ICN to develop and implement a CAP that is acceptable to the Agency;

b) The intermediate Sanctions described in 42 U.S.C. § 1396u-2(e)(2) and 42 C.F.R. Part 438, Subpart I, including but not limited to civil monetary penalties up to the maximum amounts set forth in 42 C.F.R. § 438.704;

c) Grant Enrollees the right to disenroll without cause (the Agency may notify the affected Enrollees of their right to disenroll);

d) Suspend all new enrollment, including auto-assignment, after the date HHS or the Agency notifies Contractor of a determination of a violation of any requirement under Sections 1932 or 1905(t) of the Social Security Act;

e) Suspend payment for Enrollees enrolled after the effective date of the Sanction until CMS or the Agency is satisfied that the reason for the imposition of the Sanction no longer exists and is not likely to recur;

f) For acts or omissions which are not addressed by 42 C.F.R. Part 438, Subpart I, other provisions of Alabama Medicaid Administrative Code Chapter 64, or the Contract and appendixes thereto, and which, in the opinion of the Agency, constitute willful, gross, or fraudulent misconduct, the assessment of a monetary penalty amount up to $100,000 per act or omission;

g) Any other Sanction available under federal or State law or regulation, including without limitation Rule No. 560-X-37-.01;

h) Termination of the Contract, in accordance with Section IX.K of this RFP; and

i) Any other Sanction reasonably designed to remedy noncompliance and/or compel future compliance with the Contract or federal or State law or regulation, pursuant to the Agency's authority under 42 C.F.R. § 438.702(b), including but not limited to:

Contract Section	Performance Standard	Intermediate Sanction
• Section IV.P.3 – Agency Review and Approval	• Distribution of unapproved marketing material or those that contain false or materially misleading information.	• Up to $25,000 for each determination
• Section IV.EE.4.d – Claims Payment	• Untimely payment to CMOs through ADSS for HCBS Case Management.	• Up to $5,000 for the first quarter that Claims performance percentages by claim type fall below the performance standards • Up to $25,000 per quarter for each additional quarter that the Claims performance percentages by claim type fall below the performance standards
• Section IV.HH.4.e – Critical Incidents	• Failure to report suspected Enrollee abuse, neglect, or exploitation.	• Up to $25,000 for each determination
• Section IV.FF.3.i.4.ii – Encounter Data	• Approved Encounters less than 98%.	• 0.25% of PMPM Payment for each percentage point below 98%

Contract Section	Performance Standard	Intermediate Sanction
• Section IV.CC.3 - Reporting Requirements	• Misrepresents or falsifies information furnished to the Agency or CMS.	• Up to $100,000 for each determination

3. Before the Agency imposes a Sanction, with the exception of the CAP in Section IV.BB.2.a above, it will give the Contractor timely written notice explaining:

   a) The basis and nature of the Sanction; and

   b) The Contractor's right to request a fair hearing under Alabama Medicaid Administrative Code Chapter 64.

4. Except as otherwise required by applicable law, in the event of an imposed Sanction in the form of a civil monetary penalty, the amount of the Sanction imposed will be reduced by thirty five percent (35%) if the Contractor waives, in writing, its right to a fair hearing within thirty (30) Calendar Days from the date of notice imposing the Sanction. The reduction under this section only applies to Sanctions that could be appealed under Alabama Medicaid Administrative Code Chapter 64 and not to any other outstanding Sanctions imposed on the Contractor by the Agency.

5. Before terminating the Contract as a Sanction under this Section, Alabama Medicaid Administrative Code Chapter 64, and 42 C.F.R. § 438.708, the Agency will provide the Contractor with a pre-termination hearing to be conducted in accordance with the procedures for fair hearings set forth in Alabama Medicaid Administrative Code Chapter 64. Prior to such pre-termination hearing, the Agency will, in accordance with 42 C.F.R. § 438.710:

   a) Give the Contractor written notice of the Agency's intent to terminate the Contract, the reason or reasons for termination of the Contract, and the time and place of the hearing;

   b) After the hearing, give the Contractor written notice of the decision affirming or reversing the proposed termination of the Contract and, for an affirming decision, the effective date of termination; and

   c) For a decision affirming the determination to terminate the Contract, give Enrollees of the Contractor notice of the termination and information, consistent with 42 C.F.R. § 438.10, on their options for receiving Medicaid services following the effective date of termination.

6. The imposition of a single Sanction by the Agency does not preclude the imposition of any other Sanction or combination of Sanctions or any remedy authorized under the Contract for the same deficiency. The Agency may impose Sanctions under this rule in

addition to or in lieu of exercising any other right, remedy, or authority that the Agency may exercise under other rules promulgated by Medicaid, other applicable State and federal laws and regulations, or any contract between Medicaid and the Contractor. Nothing in this Section shall restrict or prevent the Agency or the State from obtaining declaratory, injunctive or equitable relief, or from recovering damages from the Contractor and/or any other person or entity for breach of contract or any other cause of action.

CC. Reporting

1. General Requirements

a) The Contractor must comply with all the reporting requirements established by this RFP per 42 C.F.R. § 438.242(a)-(b), the Contractor must maintain a health information system that collects, analyzes, integrates and reports data that complies with Medicaid and federal reporting requirements. The system must provide information on areas including, but not limited to, utilization. The Contractor must collect data on Enrollees and Provider characteristics and on services furnished to Enrollees.

b) In the event that there are no instances in the above section to report, the Contractor must submit a report stating such.

c) As required by 42 C.F.R. § 438.604(a) and (b), and 42 C.F.R. § 438.606, the Contractor must certify all submitted data, documents and reports. The data that must be certified to include, but are not limited to, financial reports, Encounter data, and other information as specified within this RFP. The certification must attest, based on best knowledge, information, and belief as to the accuracy, completeness and truthfulness of the documents, information, and data.

d) The Contractor must submit the certification concurrently with the certified data and documents. The Agency will identify specific data that requires certification.

e) The data must be certified by one of the following:

(1) The Contractor's Chief Executive Director Officer (CEO);

(2) The Contractor's Chief Financial Officer (CFO); or

(3) An individual who has the delegated authority to sign for, and who reports directly to the CEO or CFO.

f) The Agency, in its sole discretion retains the right to require from the Contractor additional reports, which it deems necessary. The Contractor will be provided at

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

2. Ad Hoc Reports. The Contractor must prepare and submit any other reports as required and requested by Medicaid, any of Medicaid designees, and/or CMS, that is related to the Contractor's duties and obligations under this RFP. Information considered to be of a proprietary nature must be clearly identified as such by the Contractor at the time of submission. Medicaid will make every effort to provide a ten (10) day notice of the need for submission to give the Contractor adequate time to prepare the reports. However, there may be occasions the Contractor will be required to produce reports in a shorter timeframe.

3. Failure to comply with reporting requirements, including, but not limited to, misrepresenting or falsifying information furnished to the Agency or CMS, may result in Sanctions.

DD. Solvency and Audit

1. Solvency

a) The Contractor must maintain minimum solvency and financial requirements as specified by the Agency. The Contractor must maintain a minimum level of capital surplus, or any combination thereof, of one million dollars ($1,000,000).

b) The Agency has the authority to require additional capital and surplus and impose other obligations on the Contractor if the Agency determines that the Contractor is in a hazardous financial condition or insolvent. The Agency may in its discretion, consider any factor or finding determined by the Agency to be hazardous to Enrollees or the State to determine whether the Contractor is in a hazardous financial condition or insolvent.

c) If, and when, the Agency determines from any information, report, document, or statement made to the Agency or from any examination conducted by the Agency that the Contractor demonstrates a hazardous financial condition or is insolvent, the Agency may take action in accordance with this RFP's rules promulgated by the Agency, and any other applicable State and Federal laws and regulations.

d) The Contractor shall be responsible for continuation of services to Enrollees during insolvency, for the duration of the period for which payment may be due for HCBS Case Management.

e) If the Agency determines that the Contractor is insolvent, the Agency shall notify

the contracted CMOs and ADSS of the Contractor's insolvency.

f) In the event of the Contractor's insolvency, the Contractor shall not hold its Enrollees liable for the Contractor's debts.

2. Audits and Financial Reports

a) The Contractor must have its contracted independent certified public accountant submit directly to the Agency its annual audited financial statements prepared in accordance with generally accepted accounting principles and generally accepted auditing standards no later than one hundred-twenty (120) Calendar Days after the Contractor's Fiscal Year end, for the immediately preceding year. The Agency may request supplemental financial information be included with the Contractor's audited financial statements related to capital and surplus and other related information. A statement shall be included with the audit report delivered by the Contractor's accountant acknowledging that the Agency is an intended beneficiary of the audit report. The Contractor must provide to the Agency a periodic financial report containing information about the Contractor's capital and surplus and other related information as requested by the Agency.

b) All costs associated with the independent audit shall be borne by the Contractor.

c) The Agency, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor or its Subcontractors, and at any time, may inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit exists for ten (10) years from the final date of the Contract term, including any extensions or from the date of completion of any audit, whichever is later.

d) In accordance with 42 C.F.R. § 438.66, the Agency has the authority to monitor the Contractor's operations, including, at a minimum, operations related to violations of the conditions for Federal funds participation, as set forth in 42 C.F.R. § 438 Subpart J.

e) The Contractor shall provide such financial reports and information as required by the Agency and as specified below:

(1) Establish and maintain the Contractor's Fiscal Year to align with the State – October 1 through September 30.

(2) Submit an annual budget to the Agency for review and approval at least thirty (30) Calendar Days prior to the start of each State Fiscal Year that specifies how the Contractor intends to spend PMPM Payments.

(3) Submit quarterly financial statements to the Agency for review and approval.

(4) Provide prompt written notice of any change in the financial condition of the Contractor, which could result in a determination by the Agency of a hazardous financial condition or insolvency, including but not limited to any deficiency in capital and surplus of the Contractor. The notice must describe the circumstances leading or contributing to hazardous financial conditions or insolvency and the Contractor's plan of action for addressing the circumstance. The Contractor recognizes that the Agency may at any time take any action or exercise any authority, right, or remedy available under this RFP or applicable law in connection with a change in financial condition.

(5) Except as otherwise determined by the Agency or required by applicable law, financial reports submitted to the Agency pursuant to this RFP or as specified by the Agency shall be public records subject to disclosure.

EE. Financial

1. Per Member, Per Month Payment

a) The Agency will establish Per Member, Per Month (PMPM) rates to be paid to the Contractor for each Enrollee. There will be two (2) rates; one (1) for Nursing Facility Enrollees, and one (1) for HCBS Enrollees. (Refer to Section X.B and X.C)

b) The Contractor acknowledges that the PMPM rates will be evaluated by the Agency on an annual basis. Any adjustment to the PMPM rate during the term of this RFP and in accordance with Sections X.B and X.C of this RFP, shall be deemed incorporated into this RFP without further action by the Parties, upon approval of such adjustments by the Agency and the United States Department of Health and Human Services (HHS).

c) The Contractor is due PMPM Payment for each Enrollee from the first (1st) month the Contractor is authorized to provide services under this RFP to the effective date of disenrollment or termination of this RFP, whichever occurs first.

d) The first PMPM Payment due to the Contractor will be paid in full, subject to withhold requirements in accordance with Section X.D, within the first eight (8) Business Days of such month. The PMPM Payment will be based on a listing of eligible Enrollees listed on a roster at a cutoff date established by the Agency prior to the month of payment. For Enrollees enrolled after the roster cutoff date, or through retroactive enrollment the ICN will be paid a PMPM Payment retroactive to the first month of eligibility. Subsequent PMPM Payments due to the Contractor

will be paid within the first eight (8) Business Days of each month until the Contract is terminated.

e) The Contractor shall receive a full month's PMPM Payment, subject to withhold requirements in accordance with Section X.D for the month in which an Enrollee's enrollment occurs.

f) The Contractor shall receive a full month's PMPM Payment, subject to withhold requirements in accordance with Section X.D for the month in which an Enrollee's disenrollment occurs.

g) The Parties acknowledge and accept that the Agency has a right to recover PMPM Payments paid to the Contractor for Enrollees listed on the monthly roster who are later determined ineligible for enrollment. In any event, the Agency may only recover payments made for Enrollees listed on a roster if it is determined by the Agency that the Contractor was not responsible for the provision of services for any portion of the payment period. Notwithstanding the foregoing, the Agency always has the right to recover duplicate PMPM Payments paid for persons enrolled in the ICN Program under more than one Medicaid identification number whether or not the Contractor has made payments to Providers or Subcontractors for services under this RFP. All recoveries will be made pursuant to guidelines developed by the Agency.

h) Withhold Program and Payments. Beginning in month seven (7) of year one (1) of the ICN Program ten percent (10%) of the Total PMPM Payments will be withheld by the Agency and reserved for distribution, pending the Contractor's achievement of annual Nursing Facility and HCBS mix targets in accordance with Section X.D of this RFP

i) Incentive Program and Payments. The Contractor will be eligible for incentive payments based on exceeding the annual Nursing Facility and HCBS mix target and the achievement of quality measures in accordance with Section X.E of this RFP.

2. Unclaimed Funds

a) All unclaimed funds in the possession or under the control of the Contractor shall, at all times, be maintained as a liability on the books of the Contractor until the funds are claimed or transferred to the custody of the State under the provisions of the Uniform Disposition of Unclaimed Property Act.

3. Recoupment of Overpayments and Other Amounts Due to the Agency

a) The Contractor agrees that the Agency is authorized to offset PMPM Payments owed by the Agency to the Contractor to satisfy any amounts due from the Contractor to

the Agency, including but not limited to amounts due with respect to Sanctions, liquidated damages, and the recovery of any other Overpayments.

b) The Contractor must report Overpayments to the Agency. The Contractor must report to the Agency within sixty (60) Calendar Days when the Contractor has identified PMPM Payments or other Overpayments in excess of amounts specified in this RFP.

c) On an annual basis, the Contractor must submit a report of Overpayment recoveries, to the Agency.

4. Claims Processing and Payments

a) The Contractor is responsible for processing HCBS Case Management Claims.

b) The Contractor must use the Agency's processing rules to determine if an HCBS Case Management Claim is payable, and shall pay CMOs, through ADSS for HCBS Case Management provided to an Enrollee. The Contractor will be required to pay ADSS at a minimum rate equal to the prevailing Medicaid Fee-for-Service payment schedule, unless the Contractor negotiates a separate payment rate with ADSS and the CMOs.

c) The Contractor must ensure that Claims are processed and payment systems comply with the Federal requirements set forth in 42 U.S.C. § 1396a(a)(37)(A), 42 C.F.R § 447.45 and 42 C.F.R § 447.46; and in accordance with Alabama laws and regulations, as applicable. The Contractor shall be subject to damages pursuant to such laws and regulations and Sanctions for failure to comply with such Claims payment standards.

d) The Contractor is subject to Sanctions if it does not process (pay or deny) Claims within the following timeframes:

(1) The Contractor must pay ninety percent (90%) of all Clean Claims from ADSS for HCBS Case Management within thirty (30) Calendar Days following receipt; and

(2) The Contractor must pay ninety-nine percent (99%) of all Clean Claims from ADSS for HCBS Case Management within ninety (90) Calendar Days following receipt.

(3) Claims submitted by Providers under investigation for fraud, waste, and/or Abuse are not subject to these timeframes.

e) The Contractor must require Claims to be submitted through Electronic Data

Interchange (EDI) that allows for automated processing and adjudication of Claims. The Contractor must pay Claims via an electronic funds transfer (EFT) payment process. The Contractor must ensure that the date of receipt is the date the Contractor receives the Claim, as indicated by its date stamp on the Claim, and that the date of payment is the date of the check or other form of payment.

f) The Contractor must cooperate with all appropriate Federal and State agencies, including the Agency and the Medicaid Fraud Control Unit (MFCU), on investigations of suspected fraud, waste, and/or Abuse, including those related to HCBS Case Management Claims.

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

FF. Technical Infrastructure and Reporting

1. General Requirements

a) The Contractor's solution must provide the functional capabilities as described in this RFP including collecting, analyzing, integrating, and reporting data. The various components of the system must, as determined by the Agency, be sufficiently integrated to effectively and efficiently meet the requirements of this RFP, must comply with Section 6504(a) of the Affordable Care Act, and must be adaptable to allow for future modification.

b) The Contractor agrees to comply with future changes in Federal and State law, Federal and State regulations and Medicaid requirements and procedures.

c) In accordance with 42 C.F.R § 438.242(b) (4), the Contractor shall make all collected data available to the Agency (and, upon request, to CMS), in a format specified by the Agency.

d) When transmitting files to the Agency or other entities involved in providing services to Enrollees, the Contractor must have a secure file transfer protocol and EDI compatible with the Agency and with others designated by the Agency.

e) The Contractor must be able to receive, update, and maintain the Enrollee membership files as provided by the Agency.

2. Management Information System

a) The Contractor may either enter into an agreement with the Agency's Fiscal Agent

to process HCBS Case Management Claims, or may use its own Management Information System (MIS) to process HCBS Case Management Claims.

b) If the Contractor does not use the Agency's Fiscal Agent and instead uses its own MIS to process HCBS Case Management Claims, it must maintain the following provisions:

(1) The MIS must be linked with the Claims processing system;

(2) The MIS must be capable of processing changes daily to support proper Claims processing systems;

(3) The MIS must maintain all Claims payment standards in accordance with 42 C.F.R § 438.242. Claims history must be maintained to meet all reporting and Encounter data requirements;

(4) The Contractor must maintain accurate files to support Claims payment and Encounter data requirements; and

(5) Enrollee, Provider, and Claims files must have a common data map to ensure accurate submission of Encounter data. The Encounter data system must receive and process the 277CA transactions and store internal control number associated with each processed Encounter data record.

3. Encounter Reporting. If the Contractor does not use the Agency's Fiscal Agent and instead uses its own MIS to process HCBS Case Management Claims, the Contractor must maintain the following provisions regarding Encounter reporting:

a) The Contractor must submit Encounter data for all services rendered to Enrollees under this RFP, including Encounters where the Contractor determined no liability exists. The Contractor must submit Encounter data for all services rendered to Enrollees under this RFP even if the Contractor did not make any payment for a Claim.

b) The Contractor must collect and maintain sufficient Enrollee Encounter data to identify the Provider who delivers any item(s) or service(s) to Enrollees.

c) The Contractor must submit Enrollee Encounter data to the Agency at a frequency and level of detail to be specified by CMS and the Agency, based on ICN Program administration, oversight, and program integrity needs.

d) The Contractor must submit all Enrollee Encounter data that the Agency is required to report to CMS under 42 C.F.R § 438.818.

e) The Encounter data submission standards and related performance benchmarks are set out by the Agency in the Companion Guide and this section. The Companion Guide will describe the data quality assurance plan, which requires timely data capture on Enrollee and Provider characteristics, accurate and complete Encounter records, and internal data quality audit procedures.

f) If the Agency determines that a change to the Encounter data submission process is required, the Contractor shall be given advance notice and time as determined in the sole discretion of the Agency to make the change. The Contractor must make changes or corrections to any systems, processes, or data transmission formats as needed to comply with Agency Encounter data submission standards, as originally defined or subsequently amended, at the Contractor's expense.

g) The Contractor must adhere to the following requirements for the Encounter data submission process:

(1) The Contractor must submit Encounter records at least monthly and within sixty (60) Calendar Days following the end of the month in which the Contractor paid the Claims for services;

(2) The Encounter records must be Enrollee and Provider specific, listing all required data elements for each service provided. If Encounter records are not of an acceptable quality, are incomplete, or are not submitted timely, the Contractor will not be considered in compliance with this RFP requirement unless and until acceptable data are submitted;

(3) The Agency shall notify the Contractor, in writing, of the start date for submission of Encounters through its Fiscal Agent;

(4) Once the Contractor is notified by the Agency of the date for initiating Encounter submissions (submission start date), the Contractor must submit its schedule for transmitting Encounter data for all services collected for Claims beginning at the start date of the Contract, and up to the submission start date;

(5) The Contractor must submit this schedule to the Agency for approval within ten (10) Business Days after the date of the Agency's notice to begin submitting Encounters;

(6) For all Encounter data submitted after the submission start date, if the Agency or its Fiscal Agent notifies the Contractor of Encounters that do not comply with X12 EDI compliance edits or other Agency threshold and repairable compliance edits, the Contractor must correct all such Encounters within sixty (60) Calendar Days after such notice; and

(7) Encounter data must be submitted in compliance with the Agency's prevailing Fee-for-Service billing rules.

h) The Contractor must have and maintain a comprehensive, automated, and integrated Encounter data system that meets the requirements below:

(1) File Format. Regardless of whether the Contractor is considered a covered entity under HIPAA, the Contractor shall use the HIPAA Transaction and Code Sets, specifically the ANSI X12N 837 Transaction formats (P - Professional, and I - Institutional), as the exclusive format for the electronic communication of health care Claims and Encounter record submitted, regardless of date of service. The Contractor paid and allowed amounts must be provided for non-capitated Providers.

(2) Certification. The Contractors must submit an Encounter data certification and validation report form as found in Section X.M of this RFP with each Encounter data submission, as required by 42 C.F.R § 438.604.

i) The Contractor must provide complete and accurate Encounter data to the Agency. The Contractor must implement review procedures to validate Encounter data submitted by Providers for completeness, logic, and consistency.

(1) Completeness of Data. The Agency will use Encounter data completeness benchmarks to identify areas where Encounters are potentially underreported. These benchmarks will reflect the minimum acceptable number of HCBS Case Management reported in the service month, per one thousand Enrollees. The benchmarks may be revised as necessary to ensure that they are reasonable and accurately reflect minimum reporting expectations.

(2) If the Contractor falls below completeness benchmarks, the Agency will notify the Contractor that reporting deficiencies may have occurred for a specified service month. The Agency may require documentation regarding the potential deficiency and/or a CAP from the Contractor. The Contractor will be notified each reporting month of the number of services, per one thousand Enrollees for each of the preceding twenty-four (24) months.

(3) The Agency will examine each service month against the Encounter data completeness benchmarks after six (6) months.

(4) Accuracy of Data. For the first six (6) months of the Contract, the accuracy standard will be ninety-five percent (95%) of the records in the Contractor's Encounter batch submission must pass X12 EDI compliance edits and the

Alabama MMIS threshold and repairable compliance edits. After the first six (6) months of the Contract, ninety-eight percent (98%) of the records in the Contractor's Encounter batch submission must pass X12 EDI compliance edits and the Alabama Medicaid MMIS threshold and repairable compliance edits. The X12 EDI compliance edits are established through Strategic National Implementation Process (SNIP) levels one through four (4). MMIS threshold and repairable edits that report exceptions are set forth in the Companion Guide.

iii. Encounter data submission accuracy and completeness is also measured by, but not limited to:

(i) An Encounter acceptance rate of ninety-eight percent (98%) (excluding Contractor-denied Encounters, duplicate Encounters, and other non-correctable denied Encounters determined at the sole discretion of the Agency, and other Encounters at the request of the Contractor and approved by the Agency) for each HIPAA transaction type, of each month

(ii) A duplicate Encounter resubmission rate not greater than two percent (2%) each month

(iii) The achievement of completeness benchmarks for specified categories of service, as set forth in the Companion Guide

iv. Failure to meet Encounter Data submission accuracy and completeness may result in Sanctions.

j) The Contractor must pass a readiness testing process for each of the HIPAA transaction types prior to submitting production Encounter data. The Contractor shall pass the testing phase for all Encounter Claim type submissions prior to the effective date of the Contract or start date for Encounter submissions. The Contractor shall not be permitted to provide services under this RFP, nor shall the Contractor receive PMPM Payment, until it has passed the testing and production submission of Encounter data. The Contractor shall utilize production Encounter data, systems, tables, and programs when processing Encounter test files

k) The Contractor must convert all information that enters its Claims systems via hardcopy Claims or other proprietary formats to Encounter data to be submitted in the appropriate HIPAA compliant formats.

l) If the Contractor fails to meet a monthly benchmark, as set forth in the Companion Guide, without providing an acceptable explanation as determined by the Agency, the Contractor will be subject to corrective action including Sanctions. If the Contractor is unable to satisfactorily demonstrate that Encounter data are complete,

the Agency may conduct reviews of Medical Records, or utilize other means to evaluate reporting compliance. Sanctions may be applied regardless of the Contractor's submission or intended submission of a CAP. Failure to meet Encounter Data submission accuracy and completeness may result in Sanctions in accordance with Section IV.BB.2.

m) The Contractor will be informed each reporting month of the number of approved Encounters processed during the previous month, and the associated approved Encounter rate. If after ninety (90) Calendar Days from the date of notification, the Contractor's approved Encounter rate is less than the rate defined in IV.FF.3.a.9, the Agency will withhold an amount equal to one-quarter percent (0.25%) of the Total PMPM Payment to the Contractor for the service period equal to the reporting month.

n) The approved Encounter rate will be recalculated monthly and the withheld amount may be released to the Contractor once the approved Encounter records have been corrected and resubmitted such that the approved rates fall below the stated approved rate. The release of any withheld amount for approved Encounter records is subject to offset for withholding of payments for Encounter data completeness.

o) If after twelve (12) months from the date of notice in the initial reporting month, the Contractor fails to correct denied Encounters for the processing month to reflect an approved rate less than the stated approved rate above, the withheld funds will be considered damages and will not be released to the Contractor. In the sole discretion of the Agency, the Contractor may be subject to additional damages and/or Sanctions, if denied Encounter records are excessive for any month.

p) The amount withheld from a Contractor for excessive denied Encounter records and failure to achieve a required completeness benchmark will not exceed a total of two percent (2%) of the Total PMPM Payment for the reporting month. This limit will be applied after the calculation of the total amount to be withheld, if any, for excessive denied Encounter records and/or failure to achieve a required completeness benchmark.

q) The Contractor must designate information technology and staffing resources with appropriate skillsets to perform these Encounter functions as determined by generally accepted best industry practices as approved by the Agency.

r) The Contractor must retain submitted historical Encounter data for a period not less than ten (10) years.

s) Remittance Advice. Remittance Advice File. The Agency's Fiscal Agent shall produce a HIPAA compliant Healthcare Claims status report, 277CA Claims

Acknowledgement, that itemizes all processed Encounter records. The Contractor shall be responsible for accepting and processing this Healthcare Claims Status report, in accordance with the Companion Guide. This shall include the disposition (approved or denied) for each Encounter record, along with the error(s) for every denied Encounter record.

t) Reconciliation. The Contractor shall be responsible for matching the Encounter records on the Healthcare Claims Status report against the Contractor's data file(s). The Contractor shall correct any denied Encounter records and any other discrepancies noted on the file. Corrections shall be resubmitted within ninety (90) Calendar Days of Contractor receipt of the Healthcare Claims Status report. All corrections to denied Encounter data, as reported, shall be resubmitted.

4. Information Security and Access Management

a) The Contractor must operate in accordance with the policies and regulations set forth by the State of Alabama Office of Information Technology. This will ensure the system is protected by firewalls, antivirus protection, secure ID authentication and access logging. The Contractor is responsible for maintaining the systems and applying all patches and updates to keep the system up-to-date.

b) The Contractor must provide for physical and electronic security of all PHI generated or acquired by the Contractor in implementation of the Contract, in compliance with HIPAA. The Contractor must provide an information security plan for review and approval by the Agency. The Contractor must make any changes to the information security plan requested by the Agency and resubmit the plan within five (5) Business Days of the request.

c) To the extent any of the Contractor's employees or Subcontractors are required to provide services on site at any State facility, the Contractor may be required to provide and complete all necessary paperwork for security access to sign on at the State's site. This may include conduct and provision to the State of State and Federal criminal background checks, including fingerprinting, for each individual performing services on site at a State facility. These checks may be performed by a public or private entity, and, if required, must be provided prior to the employee's providing on-site services. The Agency reserves the right to refuse to allow any individual employee to work on State premises, based upon information provided in a background check. At all times, at any facility, the Contractor's personnel shall ensure cooperation with State site requirements.

5. Disaster Recovery. The Contractor must execute all activities needed to recover and restore operation of information systems, data and software at an existing or alternate location under emergency conditions within seventy-two (72) hours of the identification or a declaration of a Disaster. The Contractor must maintain appropriate checkpoint and

restart capabilities and other features necessary to ensure reliability and recovery, including telecommunications reliability, file back–ups, and Disaster recovery.

GG. Fraud and Abuse

1. General Requirements

a) The Contractor must comply with all State and federal laws and regulations relating to fraud, Abuse, and waste in the Medicaid and Children's Health Insurance Programs (CHIP).

b) The Contractor must cooperate and assist the State and any State or federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, Abuse, or waste. At any time during normal business hours any State or federal agency, and/or their designee(s), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the Contract and any other applicable rules for as often as they may deem necessary during the Contract period and for a period of six (6) years from the expiration date of the Contract (including any extensions to the Contract).

c) The Contractor and its Subcontractors must make all program and financial records and service delivery sites open to the representative or any designees of the above. Each federal and State agency must have timely and reasonable access and the right to examine and make copies, excerpts or transcripts from all books, documents, papers, and records which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions, contact and conduct private interviews with Contractor clients, employees, and contractors, and do on-site reviews of all matters relating to service delivery as specified by the Contract. The rights of access in this subsection are not limited to the required retention period, but must last as long as records are retained. The Contractor must provide originals and/or copies (at no charge) of all records and information requested. Requests for information must be compiled in the form and the language requested.

d) Contractor's employees and its contractors and their employees must cooperate fully and be available in person for interviews and consultation regarding grand jury proceedings, pre-trial conferences, hearings, trials, and in any other process.

e) The Contractor must certify all statements, reports and Claims, financial and otherwise, as true, accurate, and complete. The Contractor must not submit for payment purposes those Claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and State law, applicable regulations, the Contract, and Medicaid policy.

f) The Contractor must report to the Agency, within three (3) Business Days, when discovered that any Contractor employees, Subcontractor, or Subcontractor's employees have been excluded, suspended, or debarred from any State or federal healthcare benefit program.

2. Prohibited Affiliations

a) In accordance with 42 C.F.R. § 438.608(b) and 42 C.F.R. § 438.608(c) (1), (2), and (3), the Contractor must comply with all regulations regarding Provider screening and enrollment requirements, and disclosure requirements.

b) In accordance with 42 C.F.R. § 438.610 and 42 C.F.R. § 457.935, the Contractor must not knowingly have a relationship of the type described in this section with the following:

(1) An individual or entity who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non- procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; or

(2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section.

c) The Contractor must not have a relationship with an individual or entity or be controlled by an individual or entity that is excluded from participation in any Federal health care program under Sections 1128 or 1128A of the Social Security Act.

d) "Relationship," as described in this Section IV.GG.2., are defined as follows:

(1) A director, officer, or partner of the Contractor;

(2) A Subcontractor;

(3) A person with beneficial ownership of five percent (5%) or more of the Contractor's equity; or

(4) A Provider in the Contractor's network or person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this RFP Contract.

e) The Contractor must provide written disclosure to the Agency of any of the above

prohibited affiliations.

f) If the Agency learns that the Contractor has a prohibited relationship with a person or entity who is debarred, suspended, or excluded from participation in Federal healthcare programs, the Agency:

(1) Must notify the Secretary of HHS of the noncompliance;

(2) May continue an existing agreement with the Contractor unless the Secretary of HHS directs otherwise; and

(3) May not renew or extend the existing Contract with the Contractor unless the Secretary of HHS provides to the Agency and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.

g) Nothing in this section must be construed to limit or otherwise affect any remedies available to the United States under Sections 1128, 1128A, or 1128B of the Social Security Act.

h) The Contractor must disclose to CMS and the Agency, and to Enrollees upon reasonable request, information on ownership and control, business transactions and persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B. The Contractor must obtain federally required disclosures from all Participating Providers and applicants in accordance with 42 C.F.R. Part 455 Subpart B and 42 C.F.R. § 1002.3, and as specified by Medicaid including but not limited to obtaining such information through Provider enrollment forms.

i) The Contractor must notify the Agency within three (3) Business Days of the time it receives notice that action is being taken against the Contractor or any person defined above or under the provisions of Section 1128(a) or (b) of the Social Security Act (42 U.S.C. §1320a-7) or any contractor which could result in exclusion, Debarment, or suspension of the Contractor or a contractor from the Medicaid or CHIP programs, or any program listed in Executive Order 12549.

j) The Contractor and its Subcontractors must disclose to Medicaid, any persons or corporations with an ownership or control interest in the Contractor that:

(1) Has direct, indirect, or combined direct/indirect ownership interest of five percent (5%) or more of the Contractor's equity;

(2) Owns five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor’s assets;

(3) Is an officer or director of a Contractor organized as a corporation; or

(4) Is a partner in a Contractor organized as a partnership.

k) In accordance with 42 C.F.R. § 455.104(b), the Contractor must disclose the following to the Agency:

(1) The name and address of any individual or corporation with an ownership or control interest in Contractor and its Subcontractors. The address for corporate entities must include an applicable primary business address, every business location, and P.O. Box address;

(2) Date of birth and Social Security Number of any individual with an ownership or control interest in the Contractor and its Subcontractors;

(3) Other tax identification number (in the case of a corporation) with an ownership or control interest in Contractor and/or in any Subcontractor in which Contractor has a five percent (5%) or more interest;

(4) Whether the individual or corporation with an ownership or control interest in Contractor is related to another person with ownership or control interest in Contractor as a spouse, parent, child, or sibling; or whether the individual or corporation with an ownership or control interest in any Subcontractor in which Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;

(5) The name of any other disclosing entity (or the Agency Medicaid's Fiscal Agent or other managed care entity) in which an owner of Contractor has an ownership or control interest; and

(6) The name, address, date of birth, and Social Security Number of any managing employee of Contractor.

l) In accordance with 42 C.F.R. § 455.104(c), disclosures from Contractor and its Subcontractors are due at any of the following times:

(1) Upon the Contractor submitting a proposal in accordance with the Agency's procurement process;

(2) Upon execution, renewal, or extension of a Contract with the Agency; or

(3) Within thirty-five (35) Calendar Days after any change in ownership of the

Contractor.

m) In accordance with 42 C.F.R. § 455.104(d), all disclosures must be provided to the Agency.

n) The Agency will review the ownership and control disclosures submitted by the Contractor and any of the Contractor's Subcontractors.

o) In accordance with 42 C.F.R. § 455.104(e), Federal financial participation (FFP) is not available in any amounts made to a Contractor that fails to disclose ownership or control information as required by said section. FFP is also not available for any amounts paid to the Contractor that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

(1) The Contractor is controlled by a sanctioned individual;

(2) The Contractor has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in Section 1128(b)(8)(B) of the Social Security Act; or

(3) The Contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:

(i) Any individual or entity excluded from participation in Federal health care programs; or

(ii) Any entity that would provide those services through an excluded individual or entity.

p) The Contractor must maintain such disclosed information in a manner in which can be periodically searched by the Contractor for exclusions and provided to the Agency in accordance with this RFP and relevant Federal and State laws and regulations. In addition, the Contractor must comply with all reporting and disclosure requirements of 42 USC § 1396b(m)(4)(A) if the Contractor is not a federally qualified health maintenance organization under the Public Health Service Act. The Contractor must also comply with all reporting and disclosure requirements set forth in any federal or State statute or regulation. See Section X.N of this RFP.

HH. Quality Assessment and Performance

1. Quality Improvement Plan

a) The Contractor may be required to develop and submit a written Quality Improvement Plan to the Agency.

b) The Contractor may be required to conduct an annual evaluation of the effectiveness of its Quality Improvement Plan for the previous calendar year.

c) If required by the Agency, the Quality Improvement Plan must identify processes and/or measures for:

(1) Monitoring the healthcare services provided, including assessing the appropriateness and quality of care;

(2) Improving ICN Quality Measure outcomes;

(3) Monitoring the effectiveness and impact of the Contractor's Medical Case Management services;

(4) Monitoring the delivery of long-term care services provided, including but not limited to:

(i) An assessment of care between care settings; and

(ii) An assessment of the level of HCBS Case Management provided.

(5) Assuring that Enrollees have the opportunity to self-direct their community-based services and have appropriate supports.

2. Performance Monitoring and Improvement Process as may be required by the Agency.

a) The Contractor must cooperate and participate, as requested by the Agency, in the Agency's performance monitoring and improvement process. At a minimum, this may include the following activities: the review of monthly, quarterly, and annually reported quality and Performance Measure data, including ICN Quality Measures as specified in Section X.F, 1915(c) waiver Performance Measures, CMS-required performance standards and other measures as deemed appropriate by the Agency to manage the Contractor.

b) The Agency shall track and provide ICN Quality Measure results to the Contractor to evaluate program performance and outcomes.

c) Upon request by the Agency, the Contractor shall provide all relevant information necessary to evaluate the performance and outcomes.

d) At least quarterly and upon request by the Agency, the Contractor must attend a meeting with the Agency to share performance results and to discuss performance successes and challenges to aid the Agency in determining the effectiveness of the Contractor's quality improvement activities.

e) At least annually and upon request by the Agency, the Contractor must attend a meeting with the ICN Quality Assurance Committee to discuss and review the ICN Quality Measures for the upcoming calendar year.

f) Quality Monitoring by the Agency. The Agency shall review, at least annually, the impact and effectiveness of the Contractor's Quality Improvement Plan. The items the Agency shall review include but are not limited to the ICN Quality Measure performance, the Contractor's most current annual Quality Improvement Plan, the Contractor's most current Quality Improvement Plan evaluation for the previous calendar year, and the Contractor's Medical Management Committee minutes. At least sixty (60) Calendar Days prior to the Agency's review, the Contractor shall provide to the Agency:

(1) The Contractor's most current annual Quality Improvement Plan;

(2) The Contractor's most current Quality Improvement Plan evaluation for the previous calendar year; and

(3) All other information requested by the Agency to facilitate the Agency's review of the Contractor's compliance standards defined in the Agency's quality strategy.

3. ICN Incentive Program. Beginning in year one (1) of the ICN Program, the Contractor will have the opportunity to participate in an Incentive Program based upon the mix of HCBS versus Nursing Facility Enrollees, as defined in Section X.E. Beginning in year two (2) of the ICN Program, the Agency may provide additional components of the Incentive Program related to Quality Measures.

4. The Contractor shall require its staff and all Subcontractors to report and document Critical Incidents as specified by the Agency and Alabama Department of Public Health policy. This shall include, but not be limited to the following:

a) Requiring that the Contractor's staff and Subcontractors report Critical Incidents involving HCBS Enrollees to the Agency's Gateway to Community Living (GCL) portal in accordance with the Agency's policies and procedures and 1915(c) waiver reporting requirements. The Contractor must establish an interface with the Agency's GCL portal so that it can monitor when Critical Incidents involving Enrollees occur.

b) Requiring that the Contractor's staff and Subcontractors report Critical Incidents involving Enrollees residing in Nursing Facilities in accordance with the Alabama Department of Public Health's policies and procedures. The Contractor must establish a mechanism to alert the Alabama Department of Public Health when Critical Incidents involving Enrollees residing in Nursing Facilities occur.

c) Requiring that the Contractor and its Subcontractors provide appropriate training to ensure its staff understand and comply with Critical Incident reporting requirements.

d) Requiring that the Contractor's staff and its Subcontractors cooperate with any investigation conducted by the Contractor or outside agencies.

e) In no instance shall the Contractor be exempt from State reporting requirements of Enrollee abuse, neglect, or exploitation. The Agency may impose Sanctions if the Contractor knowingly fails to report suspected Enrollee abuse, neglect, or exploitation.

V. Pricing

Vendors must complete and submit Pricing Form (Section X.B). Submitted Bid must be greater than or equal to $2,000,000 for each of the first two years and less than or equal to the AMA ceiling of $5,000,000 in FY19 and $5,125,000 in FY20. **BIDS THAT DO NOT FALL WITHIN THE ABOVE RANGE WILL BE DEEMED NON-RESPONSIVE.**

VI. Vendor Background and Capabilities

Vendors submitting proposals must:

1. Provide evidence that the Vendor possesses the qualifications required in this RFP.

2. Provide a description of the Vendor's organization, including:

a) Date established;

b) Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization;

c) Governing Board composition;

d) A detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project:

(1) Number of employees and resources; and

(2) Names and resumes of Key Personnel in regards to this RFP;

e) 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. Medicaid reserves the right to reject a proposal based solely on this information.

3. Have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in the State. Alabama law provides that a foreign corporation (a business corporation incorporated under a law other than the law of this State) may not transact business in the State until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the bid.

4. Document the resources and capability for completing the work necessary to implement this RFP. The Vendor's proposal must include a chart outlining the proposed tasks needed to complete the implementation by the Readiness Assessment deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.

5. The Agency 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.

VII. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 Code of Alabama (1975) and 45 C.F.R. 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 C.F.R. Part 75, the Agency encourages free and open competition among Vendors. Whenever possible, the Agency will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Agency'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 Agency 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:

Project Director:	Ginger Wettingfeld
Address:	Alabama Medicaid Agency, Lurleen B. Wallace Bldg. 501 Dexter Avenue, PO Box 5624 Montgomery, Alabama 36103-5624
E-Mail Address:	ICN.RFP@medicaid.alabama.gov

C. RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc., will be posted to the Agency's website at www.medicaid.alabama.gov. It is imperative for the Vendor to periodically check the Agency's website for updated documentation and/or information

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 Agency. Each question must be submitted to the Project Director via email. Questions and answers will be posted on the Agency's website as described in the Schedule of Events.

E. Mandatory Vendor Conference

There will be a mandatory in-person conference to discuss the Scope of Work and proposal response requirements, with all Vendors interested in submitting a proposal in response to this RFP. The Vendor submitting the Proposal or its representative must register in-person as required at the site of this mandatory conference.

A Proposal submitted by a Vendor which failed to attend the mandatory conference and register as required will be rejected upon receipt.

The mandatory conference will be held at the Alabama State Capitol Auditorium, 600 Dexter Avenue, Montgomery, AL, 10:00 AM on Friday, May 18, 2018.

Vendors will have the opportunity to ask questions during the conference. The State may

respond to questions during the conference, and will post written responses.

THE VENDOR MUST COMPLETE SECTION X.H - MANDATORY VENDOR CONFERENCE NOTIFICATION AND SUBMIT TO THE PROJECT DIRECTOR VIA EMAIL.

F. 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. Any addition or exception to the terms and conditions are considered severed, null and void and\or may result in the Vendor's proposal being deemed non-responsive.

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 Agency 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 Agency 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 365 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 365-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. Agency is 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 Agency are entirely the responsibility of the Vendor. The Agency 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. Agency's Rights Reserved

The issuance of this RFP in no way constitutes a commitment by the Agency to award and execute a contract. Upon a determination, such actions would be in its best interest, the Agency, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP;

2. Reject any or all of the proposals submitted in response to this RFP;

3. Change its decision with respect to the selection and to select another proposal;

4. 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);

5. Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;

6. 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;

7. Amend the RFP (amendments to the RFP will be made by written addendum issued by the Agency and will be posted on the RFP website);

8. Not award any contract.

L. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2018-ICN-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

M. 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, Excel, 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. Vendor must identify the original hard copy clearly on the outside of the proposal. The electronic copy of Pricing Form (Section X.B) must be in Excel in Microsoft Office Suite 2010 or later and included with the hard copy submission.

N. 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 to 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.

O. 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.

The Vendor must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the proposal would have a major section entitled "Scope of Work." Within this section, the Vendor would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP (i.e. IV.B.1.a.1, IV.B.1.a.2, IV.B.2.a.1, etc.). The response to each section must be preceded by the section text of the RFP followed by the Vendor's response.

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 the Agency'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 the Agency 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.

P. 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.

Q. Proposal Amendment

The Agency will not accept any amendments, revisions, or alterations to proposals after the deadline for submitting proposals unless the Agency formally requested in writing.

R. 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.

S. 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 the Agency. If clarifications are requested, the Vendor must put such clarifications in writing within the specified time frame.

T. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete, a Vendor has been selected, and the Contract has been fully executed. 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. the Agency assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, the Agency may deem the proposal as non-compliant and may reject it.

VIII. 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 Proposal Compliance Checklist in Section X.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

Medicaid 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 Medicaid's review of a Vendor's proposal.

D. Evaluation Committee

An Evaluation Committee appointed by the Project Director will read the proposals, conduct reference checks, score the proposals, and make a written recommendation to the Commissioner of the Agency. Medicaid 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.

Weighted Score	Section

(10)	**Vendor Experience and Capabilities**
(75)	**Scope of Work**
(5)	**References**
(10)	**Price**
100	**Total Score (100% Maximum)**

F. Determination of Successful Proposal

1. In the event Medicaid chooses to award a contract as a result of this RFP, the Vendor whose proposal is determined to be in the best interest of the Agency will be recommended as the Contractor.

2. The Project Director will forward this Vendor's proposal through the supervisory chain to the Commissioner, with documentation to justify the Committee's recommendation.

3. When the final approval is received, the Agency will notify the selected Vendor. If the Agency rejects all proposals, it will notify all Vendors. The Agency will post the award on the Agency's website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

IX. General Terms and Conditions

A. General

This RFP and Vendor'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; and

2. RFP, attachments, and any amendments thereto.

Vendor's response to the RFP, and shall be construed in accordance with and in the order of the applicable provisions of:

1. Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations;

2. The statutory and case law of the State of Alabama;

3. The Alabama Medicaid State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended;

4. The Alabama Medicaid Administrative Code; and

5. The Agency's written response to prospective Vendor questions.

B. Compliance with State and Federal Regulations

Vendor shall perform all services under the contract in accordance with applicable federal and State statutes and regulations, including:

1. Title VI of the Civil Rights Act (CRA) of 1964;

2. The Age Discrimination Act of 1975;

3. The Rehabilitation Act of 1973;

4. Title IX of the Education Amendments of 1972 (regarding education programs and activities);

5. The Americans with Disabilities Act; and

6. Section 1557 of the Patient Protection and Affordable Care Act (ACA).

Vendors agrees to comply with any and all applicable federal and State laws that pertain to Enrollee rights and ensure that its employees and contracted Providers observe and protect those rights. The Agency retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

C. Term of Contract

The initial contract term shall be for two (2) years effective October 1, 2018, through September 30, 2020. The Agency shall have the option of extending the contract for three (3) one-year periods, after review by the Legislative Contract Review Oversight Committee. At the end of the contract period the Agency may at its discretion, exercise the extension option and allow the period of performance to be extended. Pricing for subsequent years will be determined by Section X.B of this RFP. Vendor acknowledges and understands that this contract is not effective until it has received all requisite State government approvals and Vendor shall not begin performing work under this contract until notified to do so by the Agency. Vendor 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 the State Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

E. Subcontracts

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

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

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

1. The Agency, CMS, the DHHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Subcontractor, or of the Subcontractor’s Vendor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Vendor’s Contract with the Agency.

2. The Subcontractor will make available, for purposes of an audit, evaluation, or inspection under this section of the RFP, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid Enrollees.

3. The right to audit under this section of this RFP will exist through ten (10) years from the final date of the Contract term or from the date of completion of any audit, whichever is later.

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

F. Confidentiality

Vendor 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 C.F.R. §§ 160.101 – 164.534. Vendor 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.

Vendor 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 C.F.R. Part 431, Subpart F, as specified in 42 C.F.R. § 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 Vendor shall sign and comply with the terms of a Business Associate agreement with Medicaid (Section X.N).

G. Security and Release of Information

Vendor 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. Vendor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of The Agency. This provision covers both general summary data as well as detailed, specific data. Vendor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of the Agency. All requests for program data shall be referred to the Agency for response by the Commissioner only.

H. Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code Sections 7213 and 7431 and set forth at 26 C.F.R. § 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 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. § 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

I. Contract a Public Record

Upon signing of this contract by all Parties, the terms of the contract become available to the public pursuant to Alabama law. Vendor 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 Vendor's refusal to comply with this provision shall constitute a material breach of contract.

J. Termination for Bankruptcy

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

K. Termination for Default

The Agency may, by written notice, terminate performance under the contract, in whole or in

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

L. Termination for Unavailability of Funds

Performance by the Agency 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 the Agency, 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, shall promptly notify Vendor 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 the Agency, State or Federal Government.

M. Proration of Funds

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

N. Termination for Convenience

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

O. Force Majeure

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

P. Nondiscriminatory Compliance

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

Q. Conflict of Interest

The Parties acknowledge and agree that the Vendor must be free of conflicts of interest in accordance with all federal and State regulations while performing the duties within the contract. The Vendor agrees that it has no conflict of interest preventing the execution of this Contract, and the Vendor will abide by applicable State and federal regulations.

R. Open Trade

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

S. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 C.F.R. Part 75 and paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

T. Worker's Compensation

Vendor shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of its employees under the Contract or any Subcontract thereof, if required by State law.

U. Employment of State Staff

Vendor 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 the Agency during the previous twelve (12) months, except retired employees or contractual consultants, without the written consent of the Agency. Certain Agency employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, § 36-25-

1 *et seq.*, Code of Alabama 1975.

V. Immigration Compliance

Vendor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Vendor 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 in Sec X.N. Vendor will document that the Vendor 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 Vendor 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. Vendor 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 Vendor will secure from such Subcontractor(s) documentation that Subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The Subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to Subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the Subcontractor. Vendor shall maintain the Subcontractor documentation that shall be available upon request by the Agency.

Pursuant to Section 31-13-9(k) Code of Alabama (1975), by signing this contract, the contracting Parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

W.Share of Contract

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

X. Waivers

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

Y. Warranties Against Broker's Fees

Vendor 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, the Agency shall have the right to terminate the contract without liability.

Z. Novation

In the event of a change in the corporate or company ownership of Vendor, the Agency 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 the Agency execution of the novation agreement, a valid contract shall continue to exist between the Agency and the original Vendor. When, to the Agency's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, the Agency may approve the new owner and a novation agreement shall be executed.

AA. Employment Basis

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

BB. Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Vendor 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 Vendor'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 Vendor must proceed diligently with the performance of the contract in accordance with the disputed decision.

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

Any litigation brought by the Agency or Vendor regarding any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the

jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only.

CC. Records Retention and Storage

Vendor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of ten (10) years from the date of the final payment made by the Agency to Vendor 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 ten (10) year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the ten (10) year period, the records shall be retained until resolution.

DD. Inspection of Records and Facilities

Vendor agrees that representatives of the Comptroller General, HHS, CMS, the Office of Inspector General (OIG), the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and the Agency and/or any of the foregoing's authorized representatives shall have the right during business hours to inspect and copy any of the Vendor's and its Subcontractor's books and records, including but not limited to records pertaining to contract performance and costs thereof. Vendor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Vendor must require that a receipt be given for any original record removed from Vendor's premises. Vendor agrees that any of the agencies listed above shall be allowed to inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted at any time.

EE. Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 C.F.R., 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 Vendor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

FF. Payment

The Agency will pay the PMPM fee to the Vendor in the first check-write of each month for each Enrollee, based on Enrollee assignments made by the 20th day of the previous month.

Payments are dependent upon successful completion and delivery of scope of work as described in Section IV.

GG. Notice to Parties

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

HH. Disclosure Statement

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

II. Debarment

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

JJ.Not to Constitute a Debt of the State

Under no circumstances shall any commitments by the Agency 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 Vendor'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 the Agency with the Board of Adjustment for the State of Alabama.

KK. Qualification to do Business in Alabama

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

LL. Choice of Law

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

MM. Alabama interChange Interface Standards

Vendor hereby certifies that any exchange of MMIS data with the Agency's Fiscal Agent will be accomplished by following the Alabama interChange Interface Standards Document, which will be posted on the Agency website.

NN. Operations Outside of the United States

The Vendor shall ensure that all business offices and all employees and Subcontractors that perform functions and duties related to this Contract are located within the United States. The Vendor and all Subcontractors shall perform the services to be provided under this Contract entirely within the boundaries of the United States and shall not provide any payments for items or services (including telemedicine) provided under the Contract to any financial institution or entity located outside of the United States. This includes, but is not limited to:

1. All services, including but not limited to information technology services, processing, transmission, storage, archiving, data center services, Disaster recovery sites and services, customer support), and covered services; or

2. All custom software prepared for performance of this RFP, and all modifications of custom, third party, or vendor proprietary software, must be performed within the United States.

Exceptions to this Section are limited to:

1. Commercial Off-The-Shelf (COTS) Software. The foregoing requirements will not preclude the acquisition or use of COTS software that is developed outside the United States or hardware that is generically configured outside the United States.

2. Foreign-made Products and Supplies. The foregoing requirements will not preclude Vendor from acquiring, using, or reimbursing products or supplies that are manufactured outside the United States, provided such products or supplies are commercially available within the United States for acquisition or reimbursement by the Agency.

3. Agency Approved Waiver. The foregoing requirements will not preclude Vendor from performing work outside the United States provided the Vendor first acquires

a written waiver from the Agency in accordance with Section IX.X of this RFP.

4. If the Vendor or its Subcontractor performs services, or uses services, in violation of this subsection, the Vendor shall be in material breach of this RFP and shall be subject to Sanctions under this RFP, including but not limited to, payment to the Agency for any costs, fees, damages, claims, or expenses it may incur.

X. Attachments

A. Proposal Compliance Checklist

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

_____
Contractor Name

_____
Project Director Review Date

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

Mark "X" if COMPLETE	#	Basic Compliance Checklist
	1	Response must include original proposal received on time at correct location.
	2	Response must include the specified copies of proposal and in electronic format.
	3	Response must include a completed and signed RFP Cover Sheet.
	4	Response must include completed Pricing Form (Section X.B)
	5	Response is a complete and independent document, with no references to external documents or resources.
	6	Response must include a signed acknowledgement of any and all addenda to RFP.
	7	Response includes a corporate experience and capabilities
	8	Response must include the signed statement at the bottom of Section X.G, stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Vendor's proposal being deemed non-responsive.
	9	The response must include (if applicable) a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.
	10	Response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.
	11	Response must include completed ICN Network Report template (Section X.J)
	12	Submit resumes of Key Staff Personnel from RFP response.
	13	Per Pricing Form (Section X.B), submitted Bid must be greater than or equal to $2,000,000 for each of the first two years and less than or equal to the AMA ceiling of $5,000,000 in FY19 and $5,125,000 in FY20.

B. Financial - Pricing Form

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

Section X.B: Pricing Form

	FY19 AMA CEILING	FY19 CONTRACTOR BID	FY20 AMA CEILING	FY20 CONTRACTOR BID	FY21 CONTRACTOR BID	FY22 CONTRACTOR BID	FY23 CONTRACTOR BID
CURRENT HCBS CASE MANAGEMENT	$ 21,046,029	$ 21,046,029					
ASSUMED FY17 MEMBER MONTHS - NURSING FACILITY	191,387	191,387					
ASSUMED FY17 MEMBER MONTHS - HCBS	83,484	83,484					
BASELINE FY17 PMPM - HCBS	$ 252.10	$ 252.10					
AVERAGE ANNUAL TREND	2.5%	2.5%	2.5%	2.5%			
BASELINE FY19-FY20 PMPM - NF	$ -	$ -	$ -	$ -			
BASELINE FY19-FY20 PMPM - HCBS	**$ 252.10**	**$ 252.10**	**$ 258.40**	**$ 258.40**			
FY19-FY20 INCREMENTAL CASE MANAGEMENT AND ADMINISTRATIVE COST PER YEAR*	$ 5,000,000		$ 5,125,000				
FY19-FY20 ANTICIPATED MEMBER MONTHS PER YEAR - NURSING FACILITY	191,387	191,387	191,387	191,387	191,387	191,387	191,387
FY19-FY20 ANTICIPATED MEMBER MONTHS PER YEAR - HCBS	83,484	83,484	83,484	83,484	83,484	83,484	83,484
INCREMENTAL FY19-FY20 PMPM - NF	**$ 18.19**	**$ -**	**$ 18.65**	**$ -**			
INCREMENTAL FY19-FY20 PMPM - HCBS	**$ 18.19**	**$ -**	**$ 18.65**	**$ -**			
TOTAL FY19-FY20 PMPM - NF	**$ 18.19**	**$ -**	**$ 18.65**	**$ -**			
TOTAL FY19-FY20 PMPM - HCBS	**$ 270.29**	**$ 252.10**	**$ 277.04**	**$ 258.40**			
TOTAL FY19-FY20 PROJECTED DOLLARS**	**$ 26,046,029**	**$ 21,046,029**	**$ 26,697,180**	**$ 21,572,180**	**$ -**	**$ -**	**$ -**

*Bid must be greater than or equal to $2,000,000 for each of the first two years and less than or equal to the AMA ceiling of $5,000,000 in FY19 & $5,125,000 in FY20.

**For FY21-23, please bid on total PMPM given requirement for contracting with the AAAs will be removed after 2 years.

***Bid is based on anticipated member month enrollment. Total actual paid dollars will be based on PMPM.

Please provide detail surrounding what is included within your bid for incremental case management and administrative cost needs:

C. Financial – Agency Established PMPM Rate

PMPM Calculation

1. The Agency will establish PMPM rates to be paid to the Contractor for each Enrollee. There will be two (2) PMPM rates – one (1) for Nursing Facility Enrollees and one (1) for HCBS Enrollees. For HCBS Enrollees, a baseline PMPM will be calculated as current HCBS Case Management divided by assumed HCBS ICN enrollment. This starting point PMPM will be trended forward to the Fiscal Year (FY)19 and FY20 contract period. The baseline PMPM for Nursing Facility Enrollees will be $0. In addition to the current HCBS expenditures, anticipated new incremental Case Management and administrative expenditures will be added to the baseline PMPM on an FY19 and FY20 basis for both Nursing Facility and HCBS Enrollees. The components will be calculated as follows:

a) <u>ICN ENROLLMENT:</u> The enrollment will include one year of member months for the comparable population that will be anticipated to be enrolled in the ICN in FY19 and FY20 contract period. Enrollees will be comprised of both Nursing Facility and HCBS individuals (Elderly & Disabled (E&D) waiver and Alabama Community Transition (ACT) waiver).

FY17 Base Nursing Facility ICN Enrollment: If an individual has a Nursing Facility service in 3 or more months from July 2016 through December 2017 and has at least 3 consecutive months of Nursing Facility services during that time span, the individual is considered an Enrollee for any month that a Nursing Facility service was rendered during FY17.

FY17 Base HCBS ICN enrollment: Each month that an individual who has an E&D or ACT waiver service is considered an Enrollee for that month.

(1) The member months (using the methodology above) in FY17 were 274,871 which includes the following by population type:

v. Nursing Facility = 191,387 (monthly average of 15,949)

vi. HCBS = 83,484 (monthly average of 6,957)

(2) Assuming enrollment trends of 0.0% from FY17 through FY20, the total member months in FY19 and FY20 are assumed to remain constant at **274,871** (**191,387** Nursing Facility; **83,484** HCBS).

b) CASE MANAGEMENT AND ADMINISTRATIVE EXPENDITURES: The baseline HCBS dollars will include one year of expenditures for FY17 Case Management services paid to the CMOs, through ADSS, trended forward to the FY19 and FY20 contract period. In addition, for both the Nursing Facility and HCBS PMPM, incremental annual Case Management and administrative costs

anticipated to be incurred by the ICN for each year will be included. The incremental costs will be made available for the ICN to deflect Recipients entering the LTSS system away from the Nursing Facility and into the HCBS setting. The cost for these services is anticipated to include the following:

(1) Current HCBS Case Management = $21,046,029 in FY17 = $252.10 PMPM trended to $264.86 PMPM in FY19 and $271.48 in FY20.

(2) Anticipated incremental annual ICN need = $5,000,000 in FY19 and $5,125,000 in FY20 = $18.19 PMPM in the FY19 and $18.65 PMPM in FY20.

2. The resulting PMPMs from the calculations above are **$283.05** for HCBS Enrollees and **$18.19** for Nursing Facility Enrollees in the FY19 contract period (or **$27,111,484**) and **$290.13** for HCBS Enrollees and **$18.65** for Nursing Facility Enrollees in the FY20 contract period (or **$27,789,271**). Please note these figures may change for the actual ICN Contract depending on final policy decisions, data sources, and Contractor's bid for the anticipated incremental ICN need.

D. Financial – ICN Withhold Program

Key Features of the Withhold Program

1. Beginning in year one (1) of the ICN Program, the Contractor will be subject to a ten percent (10%) withhold of its Total Per Member, Per Month (PMPM) Payments to fund a withhold pool beginning in month seven (7). The Withhold will continue for the remainder of the Contract, including renewals and extensions.

2. The Agency will distribute withhold pool funds based on achievement of the Withhold Program component below:

   a) Achievement of Nursing Facility and HCBS Annual Mix Target: One hundred percent (100%) of Contractor's withhold funds.

   b) When possible, the Agency aims to distribute earned withhold funds within four (4) months after the end of each Fiscal Year based on the performance in the previous Fiscal Year.

3. By ninety (90) Calendar Days after each Fiscal Year, the Agency will produce a report indicating the Contractor's performance on the withhold component for the previous Fiscal Year.

   a) The Contractor has thirty (30) Calendar Days to review and engage in informal discussions related to the report prior to the Contractor's score being made final and binding, and payment being made to the Contractor, if any.

   b) The Contractor's final performance score and Withhold Program payment, if any, shall not be subject to Appeal.

Summaries of key features of the Withhold Program.

Component	Description/Assessment Criteria	Percentage of Withhold Funds that Can be Earned	Anticipated Distribution Date
1. Achievement of Annual Nursing Facility and HCBS Mix Target	Annual Mix Target ➢ If the Contractor meets or exceeds the annual mix target set by the Agency, the Contractor will earn 100% of withheld funds. Calculation will be based on rounding to the nearest tenth of a percentage point (e.g., 68.2%) ➢ Example: The annual mix target is 68.0% for Nursing Facilities. Contractor achieves a 67.5% rate; Contractor earns 100% of withheld funds	100% of withheld funds	January 31 of next FY

E. Financial - ICN Incentive Program

Key Features of the Incentive Program

1. Beginning in year one (1) of the ICN Program, the Contractor will have the opportunity to participate in an Incentive Program.

2. The Agency will distribute incentive pool funds based on achievement of the Incentive Program components below:

   a) Exceeding the Nursing Facility and HCBS Annual Mix Target: Up to one hundred percent (100%) of the Agency and CMS approved incentive funds.

   b) Beginning in year two (2) of the ICN Program the Agency may develop Quality Measures as additional components of Incentive Program.

3. By ninety (90) Calendar Days after each Fiscal Year, the Agency will produce a report indicating the Contractor's performance on all of the incentive components for the previous Fiscal Year.

4. The Contractor has thirty (30) Calendar Days to review and engage in informal discussions related to the report prior to the Contractor's score being made final and binding, and payment being made to the Contractor, if any.

5. The Contractor's final performance score and Incentive Program payment, if any, shall not be subject to Appeal.

6. When possible, the Agency aims to distribute earned incentive funds within four (4) months after the end of each Fiscal Year based on the performance in the previous Fiscal Year.

Summaries of Key Features of the Incentive Program

Component	Description/Assessment Criteria	Amount of Incentive Pool Funds Earned	Anticipated Distribution Date
1. Exceeding the Annual Nursing Facility and HCBS Mix Target	Annual Mix Target ➢ For each incremental percentage point (1.0%) improvement over the Agency-defined annual mix target, the Contractor will earn $2,150,000. Calculation will be based on rounding to the nearest tenth of a percentage point (e.g., 1.2%) ➢ Example: Contractor exceeds annual mix target by 1.2%, Contractor earns $2,580,000	The maximum incentive payout under this contract is $4,300,000	January 31 of next FY
2. Quality Measures	➢ Beginning in year two (2) of ICN Program the Agency may develop Quality Measures as part of the Incentive Program.	TBD	TBD

Section:	F. ICN Quality Measures		
	Quality Measures	**Measure Steward / (Question #)**	**AL Data Source**
Clinical			
1	**Adults' Access to Preventive/Ambulatory Services** - Percent of members who had an ambulatory or preventive care visit. The organization reports age stratification and a total rate.	HEDIS 2015	Admin-Claims Data
2	**Percent of Dual Eligible Members who have had an annual wellness visit** under Part B benefit as provided for in section 4103 of the ACA	Home Grown	Admin-Claims Data
3	**Comprehensive Diabetes Care** - The percentage of patients with diabetes (type 1 and type 2) who had each of the following: Hemoglobin A1c (HbA1c) testing (NQF#0057), HbA1c poor control (>9.0%) (NQF#0059), HbA1c control (<8.0%) (NQF#0575), HbA1c control (<7.0%) for a selected population, Eye exam (retinal) performed (NQF#0055), Medical attention for nephropathy (NQF#0062), Smoking status and cessation advice or treatment	HEDIS 2015	Admin-Claims Data
4	**Adherence to Antipsychotic Medications for Individuals With Schizophrenia** - This measure is used to assess the percentage of members with schizophrenia during the measurement year who were dispensed and remained on an antipsychotic medication for at least 80 percent of their treatment period.	HEDIS 2015	Admin-Claims Data
Long-Term Care			
5	Percentage of residents who self-report moderate to severe pain (Short-stay)	Nursing Home Compare	Minimum Data Set
6	Percentage of residents who were successfully discharged to the community (Short-stay)	Nursing Home Compare	Minimum Data Set
7	Percentage of residents who got antipsychotic medication for the first time (Short-stay)	Nursing Home Compare	Minimum Data Set
Service Delivery and Effectiveness			
8	Proportion of people who can get an appointment with their doctor when needed	NCI-AD (75)	NCI-AD Survey
9	Proportion of people who get needed equipment, assistive devices (wheelchairs, grab bars, home modifications, etc. (Customized to State Services)	NCI-AD (32, 54)	NCI-AD Survey
Person Centered Planning and Coordination			
10	Proportion of people who can choose or change the kind of services they receive and who provides them	NCI-AD (15,25)	NCI-AD Survey
11	Proportion of people who can get in touch with their Case Manager when needed	NCI-AD (13)	NCI-AD Survey
12	Percent responding yes to: Do you feel your staff have the right training to meet your needs?	NCI (76)	NCI-AD Survey
13	Percent responding yes to: Do the services you receive meet your needs and goals?	NCI-AD (85)	NCI-AD Survey
Choice and Control			
14	Proportion of people whose staff/worker/caregiver treat them with respect	NCI-AD (29)	NCI-AD Survey

15	Proportion of people who have adequate support to perform activities of daily living	NCI-AD (18)	NCI-AD Survey
Community Inclusion			
16	Percent HCBS members who report: They have adequate transportation when they want to go somewhere.	NCI-AD (49)	NCI-AD Survey
17	Percent as engaged in community as they would like to be	NCI-AD (52)	NCI-AD Survey
18	Proportion of individuals who report feeling lonely (or feel like they don't have anyone to talk to	NCI-AD (Q73) NCI (Q 24)	NCI-AD Survey
Holistic Health and Functioning			
19	Proportion of people who know how to manage their chronic conditions	NCI-AD (83)	NCI-AD Survey
20	Proportion of people who feel safe at home	NCI-AD (37)	NCI-AD Survey
21	Proportion of people who have been to the ER in the past 12 months	NCI-AD (76)	NCI-AD Survey; Admin-Claims Data
System Performance and Accountability			
22	Percent of individuals who are receiving HCBS versus institutional services	State/ICN	Admin-Claims Data

G. Scored Items and Compliance Acknowledgement

Alabama Medicaid Agency
ICN Program Manager Request for Proposal RFP#: 2018-ICN-01
Scored Items and Compliance Acknowledgement

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

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

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

1. VENDOR EXPERIENCE AND CAPABILITIES

VENDOR EXPERIENCE AND CAPABILITIES		
Section Title	**Sec #**	**Requirement (Provide Description for:)**
Place of Business and Hours of Operations	IV.F.1, 3-4	Submit description for Place Of Business and Hours Of Operations
Vendor Experience and Capability	VI.A.2	Describe the Contractor organizational background and experience. (Date established, ownership, Governing Board composition, etc.)
Key Personnel	IV.R	Submit an organizational chart, and staffing plan with staffing experience requirements.
Operational Support Staff	I.T.1	Describe Operational Support Staffing plan

2. SCOPE OF WORK – Scoring Items

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

3. KEY STAFF REQUIREMENTS

KEY STAFF REQUIREMENTS		
Section Title	**Sec #**	**Requirement (Provide Description for:)**
Key Staff Positions	IV.S.1-4	Submit Resumes to meet requirements

4. PRICE

PRICE		
Section Title	**Sec #**	**Requirement (Provide Description for:)**
Pricing Form	X.B	(Section X.B - Pricing Form)

Contractor Acknowledgement Statement

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

_____ _____

Print Name of Vendor Representative Print Title of Vendor Representative

_____ _____

Signature Date

H. Mandatory Vendor Conference Notification

INTENT TO ATTEND MANDATORY VENDOR CONFERENCE NOTIFICATION

This form acknowledges that_____(company name) intends to attend the Mandatory Contractor Conference for the ICN RFP. This conference is **mandatory** for all Vendors that will be submitting a response to the RFP. This sheet must be received by 5:00 p.m. on May 17, 2018.

NOTE:

Vendors who require clarification and/or interpretation of any sections of the RFP are allowed to ask verbal question that must also be submit in writing during the mandatory conference.

COMPANY NAME

_____

REPRESENTATIVE'S NAME (List all attending. Agency must be notified in advance of changes in representation)

_____

_____

_____

_____

_____

_____

_____

COMPANY ADDRESS

_____

_____

Phone: _____

FAX: _____

Email: _____

Date: _____

I. Defined Terms and Acronyms

Defined Terms

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

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

Acute – A condition, diagnosis or illness with a sudden onset and that is of short duration.

Agency – The Alabama Medicaid Agency or any successor agency of the State designated as the "single state agency" to administer the Medicaid program described in Title XIX of the Social Security Act.

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

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

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

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

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

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

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

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

Case Management Organization (CMO) – an organization providing Case Management for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parties – The Agency and the Contractor/Vendor.

Performance Measure – A consistent measurement of service, practice and governance of a health care organization. Measurements must produce solid, statistically-based measurement

of critical processes that, in turn, must permit the organization to make solid decisions about improvements.

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

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

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

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

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

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

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

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

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

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

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

State – The State of Alabama.

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

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

Acronyms

AAA	Area Agency on Aging
ADRC	Aging and Disability Resource Centers
ADSS	Alabama Department of Senior Services
BA	Bachelor of Arts

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

J. 'ICN Network' Report Template

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

K. Letter of Intent (LOI's) to Contract

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

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

The ICN shall pay CMOs, through the Alabama Department of Senior Services (ADSS), for HCBS Case Management provided to an Enrollee. The ICN will be required to pay ADSS at a minimum rate equal to the prevailing Medicaid Fee-for-Service payment schedule, unless the ICN negotiates a separate payment rate with ADSS and the CMOs.

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

The following information is furnished by the provider:

1. Printed Name: _< CMO_Name>_____ _____

2. Counties from which the CMO will serve ICN enrollees:_

3. Address: <Address1><Address2>_____ City: <City>_____ State: <State>_ Zip: <ZipCode>__

4. Telephone: <Phone>_____ Email: _____

5. Anticipated number of case managers that will be dedicated to the ICN program on a full-time basis and a part time basis: Full Time____ Part Time ____

_____	_____
CMO Executive Director Signature	Date Signed
_____	_____
Printed Name/Title	Office Contact

L. Letter of Intent (LOI's) to Coordinate

Letter of Intent to Coordinate between the ICN and Nursing Facilities

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

Examples of activities on which to coordinate include:

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

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

The following information is furnished by the nursing facility:

1. Printed Name: < Nursing Facility Name>

2. NPI: <NPI> MAID: < MedicaidID>

3. Address: <Address1><Address2> City: <City> State: <State> Zip: <ZipCode> (where services will be provided)

4. Telephone: <Phone> Email: _____

Nursing Facility Administrator Signature	Date Signed
Printed Name/Title	Office Contact

M. Encounter Data Certification Form

Alabama Medicaid Agency

501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

KAY IVEY
Governor

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

STEPHANIE MCGEE AZAR
Commissioner

This CVF must be submitted concurrently with each Encounter data transaction submission, if by email to [Email Address] or via SharePoint.

Contractor Name: _____ Contractor Number: _____
Week Ending Date: _____ (Month/ Day/Year)

Total Claim Count*		Total Billed Amount*	$

I, the undersigned, hereby attest that I have authority to certify the data and information on behalf of Contractor, as authorized by the Signature Authorization Form; and I, the undersigned, hereby certify based on best knowledge, information and belief that the data and information submitted to the Alabama Medicaid Agency are accurate, complete and truthful; and that the data and information contained in this CVF, are accurate, complete and truthful.

_____ _____
Print Name of Executive Director Print Title of Executive Director

_____ _____
Signature Submission Date

Contractor may, at Contractor's discretion, submit more detailed submission totals than the minimum necessary required above. To do so, contact your designated Regional Manager.

A CVF submitted to the Agency that omits required information will not meet the requirements of certified and validated data and will not be accepted by the Agency.
*Total Claim Count and Total Amount Billed includes all claims sent to the Agency for processing (new, adjustments or deletes)

N. POST-AWARD DOCUMENTATION

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

1) Sample Contract
2) Business Associate Addendum
3) Contract Review Report for Submission to Oversight Committee
4) Immigration Status
5) Disclosure Statement
6) Letter Regarding Reporting to Ethics Commission
7) Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8) Beason-Hammon Certificate of Compliance

1. CONTRACT

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 or ITB number, dated Enter date of RFP or ITB 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.

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.

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: _____

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.

APPROVED:

_____
Kay Ivey
Governor, State of Alabama

_____
Legal Counsel

2. BUSINESS ASSOCIATE ADDENDUM

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM

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

1. BACKGROUND

1.1. Covered Entity and Business Associate are Parties to a contract entitled _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

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

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

2. DEFINITIONS

2.1 General Definitions

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

2.2 Specific Definitions

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

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.

3.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.

3.3 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Report to Covered Entity within five (5) Business Days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

3.5 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.

3.6 Provide Covered Entity with access to PHI within thirty (30) Business Days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.

3.7 Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) Calendar Days after receiving the request.

3.8 Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) Business Days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.

3.9 Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.

3.10 Provide to the Covered Entity, within thirty (30) Calendar Days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.11 Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.

3.12 Notify the Covered Entity within five (5) Business Days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and 3.12.1. Provide the Covered Entity the following information:

3.12.1.a The number of recipient records involved in the breach.

3.12.1.b A description of what happened, including the date of the breach and the date of the discovery of the breach if known.

3.12.1.c A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).

3.12.1.d Any steps the individuals should take to protect themselves from potential harm resulting from the breach.

3.12.1.e A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.

3.12.1.f Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.

3.12.1.g A proposed media release developed by the Business Associate.

3.12.2. Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;

3.12.3. Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;

3.12.4. Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.

3.12.5. Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

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

4.1 Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;

4.2 Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3 Disclose PHI for the proper management and administration of the Business Associate, provided that:

4.3.1. Disclosures are Required By Law; or

4.3.2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

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

5.1 Any use or disclosure of PHI not provided for by this agreement

5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.

6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

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

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

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

7.2.2. Immediately terminate this Agreement; or

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

7.3 Effect of Termination.

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

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

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

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

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

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

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

7.4 Survival

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

8. GENERAL TERMS AND CONDITIONS

8.1 This Agreement amends and is part of the Contract.

8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

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

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

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

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

3. CONTRACT REVIEW PERMANENT LEGISLATIVE OVERSIGHT COMMITTEE

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

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency:_____

Name of Contractor: _____

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

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

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

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

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

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

Date Contract Effective: _____ Date Contract Ends: _____

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

If AMENDMENT, Complete A through C:
[A] **ORIGINAL contract amount** $ _____

[B] Amended total prior to this amendment $ _____

[C] Amended total after this amendment $ _____

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

Summary of Contract Services to be Provided: _____

_____

_____

_____

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

I certify that the above information is correct.

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

Agency Contact: Stephanie Lindsay Phone: 334-242-5833

Revised 8/2/2017

4. IMMIGRATION STATUS

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

5. DISCLOSURE STATEMENT

State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

( )

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER

Montgomery, Alabama 36103-5624 (334) 242-5833

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT OF GRANT	DATE GRANT AWARDED	AMOUNT

STATE AGENCY

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE **ADDRESS** **STATE**
DEPARTMENT/AGENCY

_____

_____
DEPARTMENT/AGENCY

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

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

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

_____

_____

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

_____

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

NAME OF PAID CONSULTANT/LOBBYIST **ADDRESS**

_____

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

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 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.

6. REPORTING TO ETHICS COMMISSION BY PERSONS RELATED TO AGENCY EMPLOYEES

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

KAY IVEY
Governor

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.)

7. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIN

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

(Derived from Appendix B to 45 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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.

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

State of_____)

County of_____)

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

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

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

1. The undersigned holds the position of_____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

   _____*(a)*The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
   _____*(b)*The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this_____day of_____20____.

_____
Name of Contractor/Grantee/Recipient

By: _____

Its_____

The above Certification was signed in my presence by the person whose name appears above, on this_____day of_____20_____.

WITNESS: _____

_____
PRINT WITNESS:

O. END OF DOCUMENT