ALABAMA MEDICAID AGENCY

REQUEST FOR PROPOSALS

RFP Number: 2019-EQRO-01	**RFP Title: Medicaid External Quality Review Organization Acquisition**
RFP Due Date and Time: July 23, 2019 by 5:00 pm Central Time	**Number of Pages: 53**
PROCUREMENT INFORMATION	
Project Director: Drew Nelson, MPH	**Issue Date: June 28, 2019**
E-mail Address: **EQRO-RFP@Medicaid.Alabama.gov** **Website: http://www.medicaid.alabama.gov**	**Issuing Division: Network and Quality Assurance**
INSTRUCTIONS TO VENDORS	
Return Proposal to: **Alabama Medicaid Agency** **Lurleen B. Wallace Building** **501 Dexter Avenue** **PO Box 5624** **Montgomery, AL 36103-5624**	**Mark Face of Envelope/Package:** **RFP Number: 2019-EQRO-01** **RFP Due Date: July 23, 2019 by 5pm CT** **TOTAL 5 Year Firm and Fixed Price:**
VENDOR INFORMATION *(Vendor must complete the following and return with RFP response)*	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:

Section A. RFP Checklist

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

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

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

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

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

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

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

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

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

Section B. Schedule of Events

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

EVENT	**DATE**
RFP Issued	06/28/19
Questions Due by 5:00 PM Central Time	07/08/19
Final Posting of Questions and Answers	07/17/19
Proposals Due by 5:00 PM Central Time	07/23/19
Evaluation Period	07/24/19 – 08/13/19
Contract Award Notification	08/22/19
**Contract Review Committee	10/03/19
Official Contract Award/Begin Work	11/01/19 **

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

Table of Contents

Section A. RFP Checklist 2

Section B. Schedule of Events 3

I. Background 6

II. Scope of Work 8

III. Pricing 16

IV. General Medicaid Information 16

V. General 17

VI. Corporate Background and References 17

VII. Submission Requirements 18

A. Authority 18
B. Single Point of Contact 19
C. RFP Documentation 19
D. Questions Regarding the RFP 19
E. Acceptance of Standard Terms and Conditions 19
F. Adherence to Specifications and Requirements 19
G. Order of Precedence 19
H. Vendor's Signature 20
I. Offer in Effect for 90 Days 20
J. State Not Responsible for Preparation Costs 20
K. State's Rights Reserved 20
L. Price 21
M. Submission of Proposals 21
N. Copies Required 21
O. Late Proposals 21
P. E-Verify MOU 21

VIII. Evaluation and Selection Process 23

A. Initial Classification of Proposals as Responsive or Non-responsive 23
B. Determination of Responsibility 24
C. Opportunity for Additional Information 24
D. Evaluation Committee 24
E. Scoring 24
F. Determination of Successful Proposal 24

IX. General Terms and Conditions 25

A. General 25

B. Compliance with State and Federal Regulations 25
C. Term of Contract.....25
D. Contract Amendments 25
E. Confidentiality 26
F. Security and Release of Information.....26
G. Federal Nondisclosure Requirements.....27
H. Contract a Public Record.....27
I. Termination for Bankruptcy.....27
J. Termination for Default 27
K. Termination for Unavailability of Funds.....28
L. Proration of Funds.....28
M. Termination for Convenience 28
N. Force Majeure.....28
O. Nondiscriminatory Compliance.....28
P. E-Verify MOU……28
Q. Open Trade……29
R. Small and Minority Business Enterprise Utilization 29
S. Worker's Compensation.....29
T. Employment of State Staff.....29
U. Immigration Compliance.....29
V. Share of Contract 30
W. Waivers.....30
X. Warranties Against Broker's Fees.....30
Y. Novation 30
Z. Employment Basis 30
AA. Disputes and Litigation.....31
BB. Records Retention and Storage 31
CC. Inspection of Records.....31
DD. Use of Federal Cost Principles 32
EE. Payment 32
FF. Notice to Parties.....32
GG. Disclosure Statement 32
HH. Debarment 32
II. Not to Constitute a Debt of the State 32
JJ. Qualification to do Business in Alabama 32
KK. Choice of Law 33
LL. Alabama interChange Interface Standards 33
Appendix A: Proposal Compliance Checklist 34

Appendix B: Contract and Attachments 35

Exhibit 1. Year One ACHN Quality Measures..... 50

Exhibit 2. ACHN Interface File Flow..... 51

Exhibit 3. ACHN Region Map 52

Appendix C: Pricing Form..... 53

I. Background

A. Introduction

The Alabama Medicaid Agency (Agency) is seeking approval of a Section 1915(b) Waiver to implement a consolidated Care Coordination system to address issues with the health status of Medicaid Eligible Individuals (EIs) and the level of quality of existing services. The majority of EIs covered by Medicaid in Alabama are children, and addressing their care is important. A significant number of EIs suffer high rates of chronic conditions such as asthma, high blood pressure, and obesity. Furthermore, maternity outcomes in Alabama are less than optimal, and preterm birth rates and infant mortality are higher than the national average.

The Agency operates statewide Patient 1st, Health Home, Maternity Care, and Plan First Programs for the state's Medicaid EIs. Care Coordination services are provided to EIs in each of these programs, linking EIs to appropriate services. The Agency desires to consolidate these separate Care Coordination programs into a single program that will allow the Agency and Providers a more effective platform for service delivery and improved quality. The background and history of the current programs is as follows:

1. Patient 1st is a traditional Medicaid Primary Care Case Management (PCCM) model. The Agency contracts directly with physicians throughout the state who have agreed to serve as Primary Medical Providers (PMP). The PMP must provide necessary medical services directly or through the referral process.

2. The Health Home Program was approved by CMS in 2012 to provide support services to EIs in twenty-one (21) counties under the Affordable Care Act Section 2703. The program expanded statewide on April 1, 2015. PMPs are contracted with the Health Homes, to provide PCCM services to Health Home enrollees. Through this program, Care Coordination is available to enrollees who have or who are at risk of having certain chronic conditions: asthma, diabetes, cancer, hepatitis C, COPD, HIV, mental health conditions, substance abuse disorders, transplants, sickle cell, BMI >25, and/or heart disease.

3. The Maternity Care Program began in 1988 under the authority of a CMS 1915(b) waiver to address Alabama's high infant mortality, the high drop-in delivery rate and the lack of Delivering Healthcare Professionals (DHCP) participating in the Medicaid Program. Currently, the Agency has fourteen (14) districts, twelve (12) of which currently have a primary Vendor who contracts for maternity services and provides Care Coordination for maternity enrollees.

The Plan First Program was implemented in 2000 based on the need for continued family planning services to individuals who would have otherwise lost eligibility. Services under this Program are designed to reduce unintended pregnancies and improve the well-being of children and families in Alabama by extending Medicaid eligibility for family planning services to eligible women (between the ages of 19 and 55) and men (ages 21 and over) whose income is at or below one hundred forty-one percent (141%) of the Federal Poverty Level (FPL). A standard income disregard of five percent (5%) of the FPL is applied if the

individual is not eligible for coverage due to excess income. Services under the Plan First Program include Care Coordination, various types of birth control methods, office visits, HIV counseling, labs, and sterilizations. Men can receive a vasectomy, vasectomy related services, and vasectomy related Care Coordination.

B. Purpose

Improving healthcare outcomes through appropriate Care Coordination targeting high risk and/or high cost individuals has shown promise around the country. The Agency for Healthcare Research and Quality (AHRQ) has demonstrated that on average five percent (5%) of the population is associated with fifty percent (50%) of healthcare costs. By focusing on that five percent (5%) and other high-risk individuals, improvements can be made both in the quality and cost of healthcare for the Agency.

Alabama has room to improve:

1. Maternity Outcomes in Alabama are less than optimal, and preterm birth rates and infant mortality are higher than the national average.

2. Obesity is an issue across the country, but particularly in Alabama.

3. Substance Abuse is a national crisis and we have much work to do on this issue in Alabama.

The Agency proposes a system transformation that includes the establishment of a managed care system, combining Family Planning Care Coordination services, Patient 1st (State Plan Amendment (SPA)) Care Coordination services, Health Home (SPA) functions, and Maternity Care (1915(b) Waiver) functions into single, region specific Primary Care Case Management Entities (PCCM-E) throughout the state. Intended goals of the transformation include:

a. Creation of a delivery system that allows for seamless Care Coordination across eligibility categories and incentivizes quality outcomes;

b. Address statewide and regional health outcome goals;

c. Conduct outcome-focused population management activities;

d. Facilitate timeliness of key health activities (e.g., Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) screenings, flu shots, early entry to prenatal care, care for substance use disorder);

e. Reduce barriers impacting health outcomes; and

f. Flexibility to address regional quality issues (e.g., asthma in a region due to environmental issues; substance abuse targeted in a local area where there is a high incidence of neonatal abstinence syndrome (NAS) infants).

The Agency is establishing the Alabama Coordinated Health Network (ACHN) statewide in 2019 to streamline and increase access to Care Coordination for Eligible Individuals (EIs). Seven Regions will be established as follows (See Exhibit 3):

1. Central, which includes the following counties: Autauga, Butler, Chilton, Crenshaw, Dallas, Elmore, Lowndes, Marengo, Montgomery, Perry, and Wilcox.

2. East, which includes the following counties: Blount, Calhoun, Cherokee, Clay, Cleburne, Coosa, DeKalb, Etowah, Randolph, St. Clair, Talladega, and Tallapoosa.

3. Jefferson and Shelby, which includes the following counties: Jefferson and Shelby.

4. Northeast, which includes the following counties: Cullman, Jackson, Limestone, Madison, Marshall, and Morgan.

5. Northwest, which includes the following counties: Bibb, Colbert, Fayette, Franklin, Greene, Hale, Lamar, Lauderdale, Lawrence, Marion, Pickens, Sumter, Tuscaloosa, Walker, and Winston.

6. Southeast, which includes the following counties: Barbour, Bullock, Chambers, Coffee, Covington, Dale, Geneva, Henry, Houston, Lee, Macon, Pike, and Russell.

7. Southwest, which includes the following counties: Baldwin, Choctaw, Conecuh, Clarke, Escambia, Mobile, Monroe, and Washington.

C. Objective

The Code of Federal Regulations (CFR), 42 Part 438, subpart E, provides that contracts with managed care organizations must conduct external quality review, using a third party External Quality Review Organization (EQRO). External quality review is defined by the CFR as "the analysis and evaluation by an EQRO, of aggregated information on quality, timeliness, and access to the health care services that [a] Managed Care Organization (MCO), Prepaid Inpatient Health Plan (PIHP), Prepaid Ambulatory Health Plan (PAHP), Primary Care Case Management (PCCM) entity, or their Vendors furnish to Medicaid beneficiaries." (42 CFR § 438.320) A technical report is to be prepared annually by the EQRO defining methodologies used to evaluate MCOs, detailing the evaluation and its outcomes, and providing recommendations for improvement. The Agency is requesting proposals to provide external quality review for the seven ACHNs contracted to provide case management activities to Alabama Medicaid recipients.

II. Scope of Work

A. Mandatory Requirements of EQRO

The Vendor must have the ability to effectively complete the tasks stipulated in this request, which includes the required activities as identified by 42 CFR § 438.358. The qualifications established for an EQRO, defined in 42 CFR § 438.354 include the following below.

As part of the proposal, the Vendor must provide a detailed description of the following tasks:

A.1 Staff with Capacity "demonstrate[ing] experience and knowledge of":

A.1.1 Medicaid beneficiaries, policies, data systems, and processes;

A.1.2 Managed care delivery systems, organizations and financing;

A.1.3 Quality assessment and improvement methods; and

A.1.4 Research design and methodology including statistical analysis.

A.2 An organization with sufficient resources including: physical, technological and financial resources.

A.3 Possession of other clinical and non-clinical skills necessary to carry out EQRO and oversee the work of any sub-Vendors.

A.4 Independence from the Alabama Medicaid Agency and the ACHNs, demonstrating absence of:

A.4.1 Medicaid purchasing or managed care licensing authority;

A.4.2 A governing board or similar body comprised of members, the majority of who are government employees;

A.4.3 Exertion of control over any of the ACHNs and or exertion of control by any ACHN over the Vendor defined as the absence of:

A.4.3.1 Stock ownership;
A.4.3.2 Stock options and convertible debentures;
A.4.3.3 Voting trusts;
A.4.3.4 Common management, including interlocking management; and
A.4.3.5 Contractual relationships.

A.4.4 Delivery of health care services to Alabama Medicaid beneficiaries;

A.4.5 Conduct of Medicaid managed care program operations related to the oversight of ACHNs, on the state's behalf; and

A.4.6 Present, or known future, direct or indirect financial relationship with any ACHN that will be reviewed under the EQRO contract.

B. Mandatory Tasks

B.1 **Systems Performance Review (SPR):** A review conducted "within the previous three-year period", to determine ACHN compliance with the standards and the quality assessment and performance improvement requirements described in §438.330, as

required by 42 CFR § 438.358(b)(3). The Vendor will be required to perform a review of all defined state standards within 90-days of the end of an ACHN's first year of operation. Following the initial baseline analyses, the Vendor will complete the review every three years. Unless otherwise specified by the Agency, the SPR will begin a base-year evaluation in January 2020 for the Contract Year performance from October 1 2019 – September 30, 2020. The first full look-back would be completed in 2022 for Contract Years 2020, 2021, and 2022. This SPR will be a comprehensive review of all standards.

B.1.1 The Vendor must conduct annual intermediate desktop or onsite follow-up reviews for ACHNs receiving partially met or unmet findings from the previous SPR to determine compliance with stated Corrective Action Plans.

B.1.2 The Vendor must conduct desktop reviews for baseline standards introduced during a year that does not coincide with the comprehensive review year (2022), as applicable.

B.1.3 The Vendor must issue an assessment report, recommendations, and/or additional Corrective Action Plans resulting from intermediate or baseline reviews, as applicable. These must encompass:

B.1.3.1 An assessment of each ACHN's strengths and weakness with respect to the quality, timeliness, and access care coordination services provided to Alabama Medicaid beneficiaries served by the ACHNs;

B.1.3.2 Recommendations for improving the quality of care coordination services furnished by the each ACHN;

B.1.3.3 Methodological comparison across ACHNs;

B.1.3.4 An assessment of the degree to which the ACHNs have addressed the previous year's quality recommendations as established in the precedent EQR.

B.1.4 The Vendor must offer technical assistance to the ACHNs to resolve deficiencies as needed.

B.1.5 Utilization of the most current CMS protocols to conduct EQR, to include review of the performance measures provided in the RFP via Exhibit 1 Year One ACHN Quality Measures.

B.1.6 Use of national standards for the calculation, validation and reporting of EQR is required.

B.1.7 In the event of an ACHN contract termination, the Vendor and ACHN will be expected to engage in an external quality review of all measures, including on-site document review and interview with program staff, prior to formal termination of a ACHN contract sufficient to meet federal requirements and as requested by the Agency.

B.1.8 As part of the proposal, the Vendor must:

B.1.8.1 Describe how the Vendor will conduct annual intermediate desktop or onsite follow-up reviews for ACHNs receiving partially met or unmet findings from the previous SPR to determine compliance with stated Corrective Action Plans.

B.1.8.2 Describe how the Vendor will conduct desktop reviews for baseline standards introduced during a year that does not coincide with the comprehensive review year (2020), as applicable.

B.1.8.3 Describe how the Vendor will issue an assessment report, recommendations, and/or additional Corrective Action Plans resulting from intermediate or baseline reviews, as applicable, encompassing:

B.1.8.3.1 An assessment of each ACHN's strengths and weakness with respect to the quality, timeliness, and access to healthcare services provided to Alabama Medicaid beneficiaries served by the ACHNs;

B.1.8.3.2 Recommendations for improving the quality of healthcare services furnished by the each ACHN;

B.1.8.3.3 Methodological comparison of across ACHNs

B.1.8.3.4 An assessment of the degree to which the ACHNs have addressed the previous year's quality recommendations as established in the precedent EQR.

B.1.8.4 Describe how the Vendor will offer technical assistance to ACHNs to resolve deficiencies as needed.

B.1.8.5 Describe how the Vendor will use the most current CMS protocols to conduct EQR, to include review of the performance measures outlined in the submitted to the Alabama Medicaid Agency by ACHNs as mandated by Section 14.2 of the ACHN Contract and provided in this RFP via Exhibit 1 Year One ACHN Quality Measures and Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program.

B.1.8.6 Describe how the Vendor will use national standards for the calculation, validation and reporting of EQR is required.

B.1.8.7 Describe how the Vendor will, in the event of an ACHN contract termination, engage in an external quality review of all measures, including on-site document review and interview with program staff, prior to formal termination of an ACHN contract sufficient to meet federal requirements and as requested by the Agency.

B.2 Validation of Performance Measures: Vendor will use national standards to evaluate, validate and report on the findings reported by ACHNs specific to performance measures established within the ACHN contract as listed in the RFP via Exhibit 1 Year One ACHN Quality Measures, in accordance with 42 CFR § 438.330(b)(2). The Vendor may additionally recommend additional performance measures to increase quality of service delivery and/or financial performance.

B.2.1 Vendor must have proficiency in the analysis of performance using the following performance measurement constructs:

B.2.1.1 Health Employer Data Information Set (HEDIS);
B.2.1.2 Consumer Assessment and Healthcare Providers and Systems (CAHPS); and
B.2.1.3 Systems recommended or previously developed by the Vendor to complete required deliverables.

B.2.2 The Vendor will be required to validate the ten performance measures tied to the performance based compensation of the ACHN s, on an annual basis, as defined in the RFP via Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program. The Vendor will additionally be expected to perform validation of any or all of the remaining 32 performance measures, outlined in the RFP via Exhibit 1 Year One ACHN Quality Measures, as prescribed and included by the Alabama Medicaid Agency as a requested component of the annual review of performance measures.

B.2.3 As part of the proposal, the Vendor must:

B.2.3.1 Describe how the Vendor will use national standards to evaluate, validate and report on the findings reported by ACHNs specific to performance measures established within the ACHN contract as listed in this RFP via Exhibit 1 Year One ACHN Quality, as required by 42 CFR § 438.358(b)(2). The Vendor may additionally recommend additional performance measures to increase quality of service delivery and/or financial performance.

B.2.3.2 Describe the Vendor's proficiency in the analysis of performance using the following performance measurement constructs:

B.2.3.2.1 Health Employer Data Information Set (HEDIS);
B.2.3.2.2 Consumer Assessment and Healthcare Providers and Systems (CAHPS); and
B.2.3.2.3 Systems recommended or previously developed by the Vendor to complete required deliverables.

B.2.3.3 Describe how the Vendor will validate the ten performance measures tied to the performance based compensation of the ACHN s, on an annual basis, as defined in this RFP via Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program. The Vendor will

additionally be expected to perform validation of any or all of the remaining 32 performance measures, outlined in this RFP via Exhibit 1 Year One ACHN Quality Measures, as prescribed and included by the Alabama Medicaid Agency as a requested component of the annual review of performance measures.

B.3 Validation of Performance Improvement Projects (PIPs): Vendor will assess and report on PIPs as proposed and conducted by each ACHN in the preceding year, assessing the study methodology, including study objectives and data collection methodology. The Vendor will then validate the PIP findings as reported by the ACHN, as required by 42 CFR § 438.358(b)(i).

B.3.1 The Vendor will be required to participate in quarterly PIP reviews during the first year of program operation, and will be expected to furnish technical assistance and best practices to ACHNs during quarterly reviews completed in the first and third quarters of the first operating year, with completion of validation on a semi-annual basis at the close of quarters two and four of the first operating year.

B.3.2 After the first year of ACHN operation is complete, the Vendor will be expected to complete a semi-annual validation of PIPs every six months, as completed and submitted by the ACHN.

B.3.3 Vendor may be requested to survey ACHNs for future PIP topics and/or propose study topics for future PIPs.

B.3.4 As part of the proposal, the Vendor must:

B.3.4.1 Describe how the Vendor will assess and report on PIPs as proposed and conducted by each ACHN in the precedent year, assessing the study methodology, including study objectives and data collection methodology. The Vendor will then validate the PIP findings as reported by the ACHN, as required by 42 CFR § 438.358(b)(i).

B.3.4.2 Describe how the Vendor will participate in quarterly PIP reviews during the first year of program operation, and will be expected to furnish technical assistance and best practices to ACHNs during quarterly reviews completed in the first and third quarters of the first operating year, with completion of validation on a semi-annual basis at the close of quarters two and four of the first operating year.

B.3.4.3 Describe how the Vendor will, after the first year of ACHN operation is complete, complete a semi-annual validation of PIPs every six months, as completed and submitted by the ACHN.

B.3.4.4 Describe how the Vendor will survey ACHNs for future PIP topics and/or propose study topics for future PIPs

B.4 Required Deliverables

B.4.1 Annual Technical Report – following the completion of annual EQR deliverables, as described above under "Mandatory Tasks", an annual report will be completed and submitted that meets the following standards as outlined by the "External Quality Review Toolkit for States" established by CMS:

B.4.1.1 The technical report will include an assessment of each ACHN's strengths and weaknesses with respect to quality, timeliness and access to health services furnished to Medicaid beneficiaries.

B.4.1.2 The technical report will include recommendations for improving quality of the services performed by each ACHN.

B.4.1.3 The technical report will include methodologically appropriate, comparative information for all ACHN s, and align with state standards for quality strategy.

B.4.1.4 The technical report will include an assessment of the degree to which ACHNs effectively addressed recommendations for improvement as identified in the previous year's EQR, following the first year of quality review.

B.4.1.5 The technical report must be readily available via print or electronic form, and the Vendor must have a plan to make the report accessible to persons with sensory disabilities, when requested.

B.4.1.6 The technical report must contain aggregate information that does not disclose the identity of specific Medicaid beneficiaries.

B.4.1.7 For all key deliverables identified as components of the annual EQR, the technical report will clearly demonstrate the following specific to validation:

B.4.1.7.1 Objectives; and
B.4.1.7.2 Methods of data collection and analysis.

B.4.2 As part of the proposal, the Vendor must:

B.4.2.1 Provide a sample of the technical report that includes an assessment of each ACHN's strengths and weaknesses with respect to quality, timeliness and access to health services furnished to Medicaid beneficiaries.

B.4.2.2 Provide a sample of the technical report that includes recommendations for improving quality of the services performed by each ACHN.

B.4.2.3 Provide a sample of the technical report that includes methodologically appropriate, comparative information for all ACHN

s, and align with state standards for quality strategy.

B.4.2.4 Provide a sample of the technical report that includes an assessment of the degree to which ACHNs effective addressed recommendations for improvement as identified in the previous year's EQR, following the first year of quality review.

B.4.2.5 Describe how the technical report will be readily available via print or electronic form, and the Vendor's plan to make the report accessible to persons with sensory disabilities, when requested.

B.4.2.6 Describe how the technical report will contain aggregate information that does not disclose the identity of specific Medicaid beneficiaries.

B.4.2.7 Describe how, for all key deliverables identified as components of the annual EQR, the technical report will clearly demonstrate the following specific to validation:

B.4.2.7.1 Objectives; and
B.4.2.7.2 Methods of data collection and analysis.

C. **Agency Responsibilities:** Primary responsibility for administration of the External Quality Review for Medicaid managed care contracts will remain with the Alabama Medicaid Agency. The agency agrees to the following responsibilities, as outlined in accordance with 42 CFR § 438.350, to facilitate contract performance and outlined deliverables:

C.1 The Alabama Medicaid Agency will ensure that the Vendor is provided sufficient and accurate information to use in performing the review.

C.2 The Alabama Medicaid Agency will maintain adequate collaboration and cooperation with the Vendor, including the provision of timely management decisions, and approval of forms and procedures such that the Vendor is able to perform all duties assigned.

C.3 An Agency designees will be made available to the Vendor to answer and resolve questions posed by the Vendor, specific to policy and procedure. Assigned designee/s will appropriately liaison the Vendor to other parties, as necessary in order to maintain response to Vendor inquiries.

C.4 The Alabama Medicaid Agency will attend all scheduled meetings with the Vendor, for which both the Alabama Medicaid Agency and the Vendor will contribute agenda items, in order to remain abreast of issues, changes, the status of deliverables, and other pertinent information. The Alabama Medicaid Agency will define the schedule for the meetings, and allow the Vendor to request meetings if need for one is determined. The Alabama Medicaid Agency will provide the physical space for these meetings.

C.5 The Alabama Medicaid Agency will review and approve all reports or publications prior to public release.

III. Pricing

Vendor's response must specify a firm and fixed fee for completion of the Mandatory Tasks as the Agency's EQRO on an annual basis. The Firm and Fixed Price of the first year of the proposed contract (implementation/operation phase) and subsequent years (updating/ operation phase) must be separately stated in the RFP Cover Sheet on the first page of this document (Appendix C).

IV. 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.

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

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

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

- Outpatient Surgical Services
- Renal Dialysis Services
- Home and Community Based Waiver Services
- Prenatal Clinic Services
- Mental Health Services

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

V. General

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

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

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

VI. Corporate Background and References

Entities submitting proposals and all subcontractors must:

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

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

    1. Date established.
    2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
    3. Number of employees and resources.
    4. Names and resumes of Senior Managers and Partners in regards to this contract.
    5. A list of all similar projects the Vendor has completed within the last three years.
    6. A detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project.
    7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.

8. Details demonstrating independence from any ACHN and/or MCO contracted with the State as defined in CFR438.354 (c).
9. Vendor's acknowledgment that the State will not reimburse the Vendor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
10. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.

c. Have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not be limited to, Code of Alabama 1975, 10A-1-7.01 et seq., and shall have filed and possess a valid "Application for Registration" issued by the Secretary of State at the time of responding to this RFP. To obtain forms for the application, contact the Secretary of State, (334) 242-5324, www.sos.state.al.us.

d. Have proven experience performing external quality review work for Medicaid programs and have been in business a minimum of three years.

e. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. **You may not use any Alabama Medicaid Agency personnel as a reference. Medicaid 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.**

f. Document the resources and capability for completing the work necessary to implement the EQRO program. The Vendor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the January 1, 2020 deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.

VII. Submission Requirements

A. Authority

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

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

B. Single Point of Contact

From the date this RFP is issued until a Vendor is selected and the selection is announced by the Project Director, all communication must be directed to the Project Director in charge of this solicitation. **Vendors or their representatives must not communicate with any State staff or officials regarding this procurement with the exception of the Project Director.** Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

Project Director:	**Drew Nelson**
Address:	**Alabama Medicaid Agency** **Lurleen B. Wallace Bldg.** **501 Dexter Avenue** **PO Box 5624** **Montgomery, Alabama 36103-5624**
E-Mail Address:	**EQRO-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.

D. Questions Regarding the RFP

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

E. Acceptance of Standard Terms and Conditions

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

F. Adherence to Specifications and Requirements

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

G. Order of Precedence

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

H. Vendor's Signature

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

I. Offer in Effect for 90 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 90-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Vendor so agrees in submitting the proposal.

J. State Not Responsible for Preparation Costs

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

K. State's Rights Reserved

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

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

- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- Not award any contract.

L. Price

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

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2019-EQRO-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.

N. 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 (Word and searchable PDF format) copy 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.

O. Late Proposals

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

P. E-Verify MOU

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

Q. Performance Bond

In order to assure full performance of all obligations imposed on a Vendor contracting with Medicaid, the Vendor will be required to provide a performance guarantee in the amount of twenty-five percent (25%) of the Vendor's annual bid. The performance guarantee must be submitted by the Vendor at least ten (10) calendar days prior to the contract start date. The form of security guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable); (2) Other type of bank certified check; (3) Money order; (4) An irrevocable letter of credit; (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond shall be in force from that date through the term of the

operations contract and ninety (90) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the Vendor to perform satisfactorily shall cause the performance bond to become due and payable to Medicaid. The Chief Financial Officer of Medicaid or his designee shall be the custodian of the performance bond. Said bond shall be extended in the event Medicaid exercises its option to extend the operational contract.

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

S. Proposal Withdrawal

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

T Proposal Amendment

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.

U. Proposal Errors

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

Vendor needs to change a previously submitted proposal, the Vendor must withdraw the entire proposal and may submit the corrected proposal before the deadline for submitting proposals.

V. Proposal Clarifications

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

W. 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, Medicaid 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 mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

B. Determination of Responsibility

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

C. Opportunity for Additional Information

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

D. Evaluation Committee

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

E. Scoring

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

Evaluation Factor	Highest Possible Score
Corporate Background	10
References	10
Scope of Work	35
Required Deliverables	10
Price	35
Total	**100**

F. Determination of Successful Proposal

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

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

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

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for three years effective November 1, 2019, through October 31 31, 2022 Alabama Medicaid shall have two, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

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 Medicaid. 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 such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

E. Confidentiality

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 CFR §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 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

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

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

F. 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 Medicaid. 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 Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

G. Federal Nondisclosure Requirements

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

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

H. Contract a Public Record

Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. 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.

I. Termination for Bankruptcy

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

J. Termination for Default

Medicaid 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 10 calendar days, or such additional time as agreed to in writing by Medicaid, after the mailing of such notice to cure any default. In the event Vendor does not cure a default within 10 calendar days, or such additional time allowed by

Medicaid, Medicaid may, at its option, notify Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Vendor.

K. Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If Medicaid, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, Medicaid shall promptly notify 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 Medicaid, State or Federal Government.

L. Proration of Funds

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

M. Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the 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.

N. 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.

O. 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.

P. 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 and this amendment. The Vendor, as External Quality Reviewer for the State of Alabama and Medicaid agree that each has no conflict of interest preventing the execution of this Contract amendment or the requirements of the original contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act. 42 U.S.C.A. 2101 through 2107.

Q. 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.

R. Small and Minority Business Enterprise Utilization

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

S. Worker's Compensation

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.

T. 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 Medicaid during the previous twelve (12) months, except retired employees or contractual consultants, without the written consent of Medicaid. Certain Medicaid employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., Code of Alabama 1975.

U. Immigration Compliance

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 G. 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 subcontractor(s) 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 Alabama Medicaid Agency.

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

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

V. Share of Contract

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

W. Waivers

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

X. Warranties Against Broker's Fees

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, Medicaid shall have the right to terminate the contract without liability.

Y. Novation

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

Z. Employment Basis

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

AA. 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.

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

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

Any litigation brought by Medicaid or 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.

BB. 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 three years from the date of the final payment made by Medicaid 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 three- year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three year period, the records shall be retained until resolution.

CC. Inspection of Records

Vendor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Vendor's books and 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 may require that a receipt be given for any original record removed from Vendor's premises.

DD. Use of Federal Cost Principles

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

EE. Payment

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

FF. Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the Project Director. Any notice to 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.

GG. Disclosure Statement

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

HH. 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.

II. Not to Constitute a Debt of the State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The 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 Medicaid with the Board of Adjustment for the State of Alabama.

JJ. Qualification to do Business in Alabama

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

KK. Choice of Law

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

LL. 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 Medicaid website.

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:

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

Vendor Name

Project Director Review Date

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

☒ IF CORRECT	BASIC PROPOSAL REQUIREMENTS
☐	1. Vendor‘s original proposal received on time at correct location.
☐	2. Vendor submitted the specified copies of proposal and in electronic format.
☐	3. The Proposal includes a completed and signed RFP Cover Sheet.
☐	4. The Proposal is a complete and independent document, with no references to external documents or resources.
☐	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
☐	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
☐	7. The Proposal includes required client references (with all identifying information in specified format and order).
☐	8. The Proposal includes a corporate background.
☐	9. The Proposal includes a detailed description of the plan to perform External Quality Review activities for the ACHN program as outlined in the request for proposal regarding each element listed in the scope of work.
☐	10. Vendor must submit a statement that the Vendor has an understanding of and will comply with the terms and conditions as set out in the 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 bid being deemed non-responsive.
☐	11. The response includes (if applicable) an Application of Registration or showing application has been made with the Secretary of State.
☐	12. The response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.

Appendix B: Contract and Attachments

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

Sample Contract

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

CONTRACT

BETWEEN
THE ALABAMA MEDICAID AGENCY
AND

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

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

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

Vendor and the Alabama Medicaid Agency agree that the initial term of the contract is ____to _____.

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

VENDOR

_____
Vendor's name here

_____
Date signed

_____
Printed Name

Tax ID:_____

APPROVED:

_____
Governor, State of Alabama

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

_____
Stephanie McGee Azar
Commissioner

_____
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.

_____
General Counsel

Attachment A

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE AGREEMENT

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

1. BACKGROUND

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

_____

_____

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

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

2. DEFINITIONS

2.1 General Definitions

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

2.2 Specific Definitions

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

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

2.2.3 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health

(HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS)

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

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

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

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

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

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

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

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

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

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

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

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

3.12 Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Vendor or any of its sub-Vendors, and

3.12.1 Provide the Covered Entity the following information:

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

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

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

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

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

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

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

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

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

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

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, Business Associate may

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

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

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

4.3.1 Disclosures are Required by Law; or

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

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

5. REPORTING IMPROPER USE OR DISCLOSURE

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

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

5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

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

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

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

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

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

7. TERM AND TERMINATION

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

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

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

7.2.2 Immediately terminate this Agreement; or

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

7.3 Effect of Termination.

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

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

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

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

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

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

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

7.4 Survival

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

8. GENERAL TERMS AND CONDITIONS

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

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

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

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

ALABAMA MEDICAID AGENCY

_____ _____

Signature Date

Clay Gaddis

Printed Name

Privacy Officer

Title

BUSINESS ASSOCIATE

_____ _____

Signature Date

_____

Printed Name

_____

Title

Attachment B

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

C O N T R A C T R E V I E W R E P O R T
(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Vendor: _____

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

Is Vendor a Sole Source? YES_____NO_____
Is Vendor organized as an Alabama Entity in Alabama? YES_____NO_____
Is Vendor a minority and/or woman-owned business? YES_____NO_____
If so, is Vendor certified as such by the State of Alabama? YES_____NO_____
Check all that apply: ALDOT _____ ADECA_____ OTHER (Name)_____
Is Vendor 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 Vendor 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 Vendor? YES_____ NO_____
IF YES, GIVE NAME: _____

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

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

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

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

Date Contract Effective: _____ Date Contract Ends: _____

Type of Contract: NEW: _____ RENEWAL: _____ AMENDMENT: _____

If Renewal, was it originally Bid? YES _____ NO _____

If AMENDMENT, Complete A through C:

(A) **ORIGINAL contract amoun**t _____ $ _____

(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 Vendor

_____ _____
Printed Name of Agency Head Printed Name of Vendor

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

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 Vendor

_____
Witness

State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

( )

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER

Montgomery, Alabama 36103-5624 (334) 242-5833

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT OF GRANT	DATE GRANT AWARDED	AMOUNT

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

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature Date

Notary's Signature Date Date Notary Expires

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

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.)

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

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

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

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

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

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

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

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

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

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

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

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

   _____*(b)*The Vendor/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, Vendor/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. Vendor/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 Vendor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

_____

Print Name of Witness

Exhibit 1. Year One ACHN Quality Measures

Year One ACHN Quality Measures

PCCM-E Quality Incentive Program Measures		
CMS Measure Designation		**PCCM-E Measure Description**
1	W15-CH	Well-Child Visits in the First 15 Months of Life
2	ABA-AD	Adult BMI Check
3	WCC-CH	Child BMI
4	CCS-AD	Cervical Cancer Screen
5a	AMR-CH	Asthma Medication Ratio (Child Measure)
5b	AMR-AD	Asthma Medication Ratio (Adult Measure)
6	AMM-AD	Antidepressant Medication Management
7	LBW-AD	Live Births less than 2500
8a	CAP-CH	CAP-CH 12-24 months
8b		CAP-CH 25-mos - 6-years
8c		Child Access to Care 7-years to 11-years
8d		Child Access to Care 12-years to 19-years
9	PPC-CH	Prenatal and Postpartum: Timeliness of Prenatal Care
10	IET-AD	Initiation and Engagement of Treatment for AOD [Initiation]
		Initiation and Engagement of Treatment for AOD [Continuation]

Exhibit 2. ACHN Interface File Flow

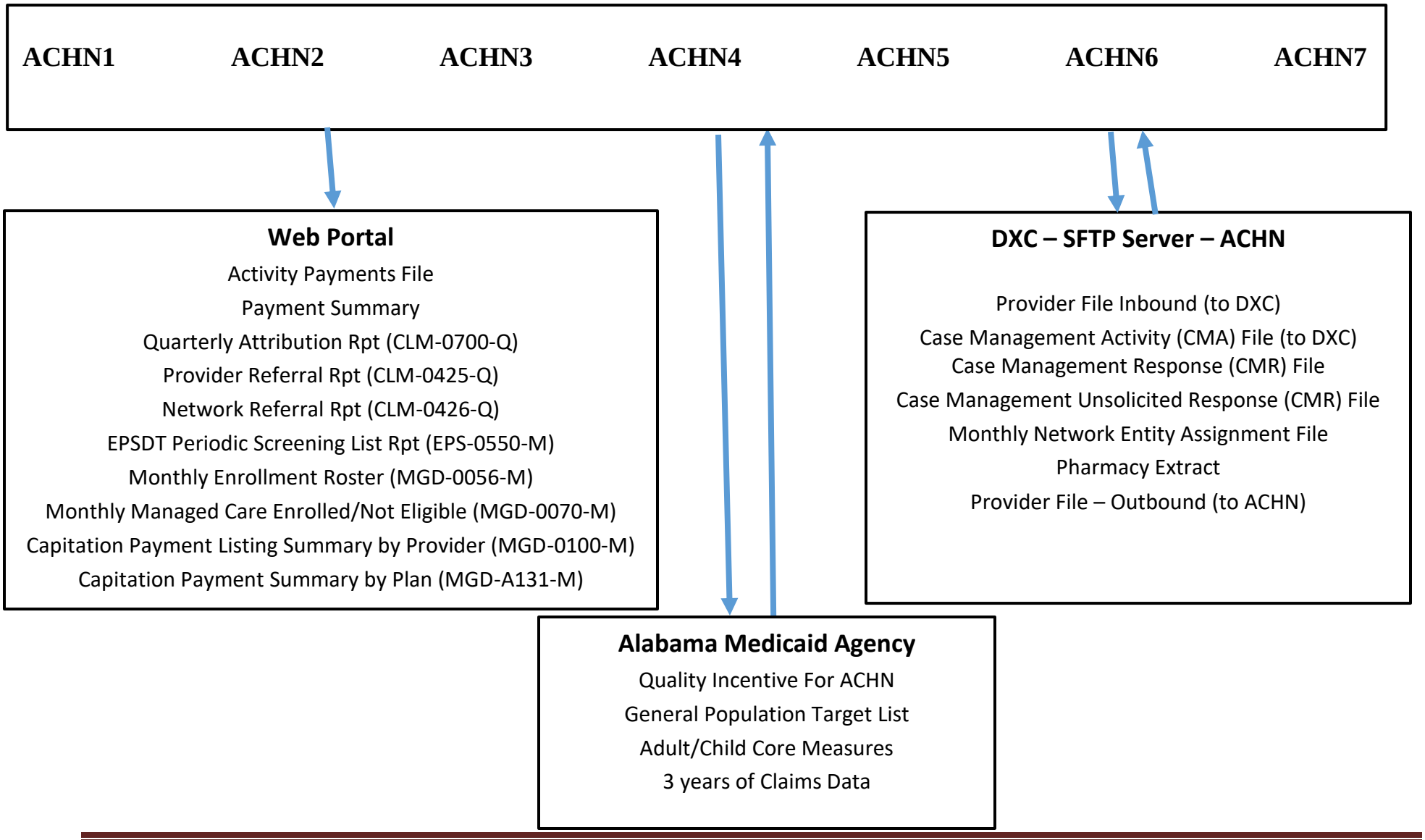

Exhibit 3 ACHN Region Map

Proposed Operating Alabama Coordinated Health Network by Region

Region	Organization
Northwest	My Care Alabama Northwest
Northeast	North Alabama Community Care
Jefferson and Shelby	Alabama Care Network Mid-state
Central	My Care Alabama Central
East	My Care Alabama East
Southeast	Alabama Care Network Southeast
Southwest	Gulf Coast Total Care

Appendix C: Pricing Form

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

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