



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2013-IS-01	RFP Title: Regional Care Organization Implementation Support
RFP Due Date and Time: September 12, 2013 by 5pm CDT	Number of Pages: 60
PROCUREMENT INFORMATION	
Procurement Officer: Paul Brannan	Issue Date: August 7, 2013
Phone: (334) 242-5007 E-mail Address: paul.brannan@medicaid.alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Project Management Office
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: 2013-IS-01 RFP Due Date: September 12, 2013 by 5pm CDT
	Total Price (from Attachment I)
VENDOR INFORMATION <i>(Vendor must complete the following and return with RFP response)</i>	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:

Section A. RFP Checklist

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
4. _____ **Use the forms provided,** i.e., cover page, disclosure statement, etc.
5. _____ **Check the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.
8. _____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected vendor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

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

Section B. Schedule of Events and Mandatory Letter of Intent

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.

RFP Issued	8/07/2013
Mandatory Vendor Conference	8/15/2013 10:00 am CDT
Answers to Questions Posted As Available	8/12/2013 – 8/28/2013
Final Posting of Questions and Answers	8/30/2013
Proposal Due	9/12/2013
Evaluation Period	9/12/2013 – 9/27/2013
*Oral Presentation	9/17/2013
Contract Award Notification	10/01/2013
**Contract Review Committee	11/7/2013
Official Contract Award/Begin Work	11/1/2013**

*Offerors may be asked to make oral presentations as part of the evaluation process on this date.

* *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 Checklist2

Section B. Schedule of Events and Mandatory Letter of Intent3

I. Background..... 6

II. Scope of Work8

III. Pricing..... 16

IV. General Medicaid Information 16

V. General..... 17

VI. Corporate Background and References18

VII. Submission Requirements..... 18

 A. Authority 18

 B. Single Point of Contact 18

 C. RFP Documentation 18

 D. Questions Regarding the RFP and Mandatory Vendor Conference 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 19

 I. Offer in Effect for 90 Days..... 19

 J. State Not Responsible for Preparation Costs 20

 K. State’s Rights Reserved 20

 L. Price..... 20

 M. Submission of Proposals 20

 N. Copies Required..... 20

 O. Late Proposals 21

 P. Technical Proposal Format..... 21

 P.1. TRANSMITTAL LETTER 21

 P.2. EXECUTIVE SUMMARY 23

 P.3. CORPORATE BACKGROUND AND EXPERIENCE 23

 P.4. PROJECT ORGANIZATION AND STAFFING 24

 P.5. METHODOLOGY 27

 P.6. PROJECT MANAGEMENT AND CONTROL 27

 P.7. WORK PLAN AND SCHEDULE 28

VIII. Evaluation and Selection Process28

 A. Initial Classification of Proposals as Responsive or Non-responsive..... 28

B. Determination of Responsibility	28
C. Opportunity for Additional Information	29
D. Offeror Oral Presentations	29
E. Evaluation Committee	29
F. Scoring	29
G. Determination of Successful Proposal	29
IX. General Terms and Conditions	30
A. General	30
B. Compliance with State and Federal Regulations.....	30
C. Term of Contract	30
D. Contract Amendments.....	30
E. Confidentiality	31
F. Security and Release of Information	31
G. Federal Nondisclosure Requirements	31
H. Contract a Public Record	32
I. Termination for Bankruptcy	32
J. Termination for Default.....	32
K. Termination for Unavailability of Funds	32
L. Termination for Convenience.....	33
M. Force Majeure.....	33
N. Nondiscriminatory Compliance	33
O. Small and Minority Business Enterprise Utilization.....	33
P. Worker’s Compensation	33
Q. Employment of State Staff.....	33
R. Employment of Unauthorized Aliens.....	34
S. Share of Contract	34
T. Waivers.....	34
U. Warranties Against Broker’s Fees	34
V. Novation.....	34
W. Employment Basis	35
X. Disputes and Litigation	35
Y. Records Retention and Storage	35
Z. Inspection of Records	35
AA. Use of Federal Cost Principles	36
BB. Payment	36
CC. Notice to Parties.....	36
DD. Disclosure Statement.....	36
EE. Debarment.....	36
FF. Not to Constitute a Debt of the State.....	36
GG. Qualification to do Business in Alabama.....	37
HH. Choice of Law	37
II. Alabama interChange Interface Standards.....	37
Appendix A: Proposal Compliance Checklist	38
Appendix B: Contract and Attachments	39

I. Background

The Alabama Medicaid Agency (Agency) is the single state agency responsible for administering the Medicaid Program in Alabama. On May 17, 2013, Governor Robert Bentley signed in to law Act 2013-261 which provides for the delivery of medical services to Medicaid beneficiaries on a managed care basis through regional care organizations or alternate care providers. The Agency is seeking the services of an implementation vendor to provide technical assistance and resource support for the implementation of the provisions of Act 2013-261 within the specified timeframes. Following is a high level overview of the current fee-for-service Alabama Medicaid delivery system.

Primary Care Case Management (PCCM)

Alabama's Primary Care Case Management Program, called the Patient 1st Program, has been operational since January 1, 1997 and is operated under the authority of a 1915(b) waiver. The overarching goal of Patient 1st is to provide Alabama Medicaid recipients a medical home. The physician-patient relationship is paramount. With the established medical home, the Agency has affected a change in unnecessary pharmacy utilization and inappropriate emergency room utilization. Within the Patient 1st Program, patients are assigned to a primary medical provider (PMP). The PMP is responsible for providing, directly or through referral, necessary medical care. PMPs are paid a varying case management fee depending on how they choose to meet contract requirements. A physician report card, called the Profiler, helps the PMP understand the medical and cost utilization of his or her panel as compared to his or her peers. The Profiler illustrates the performance measures that will enable the PMP to share in program savings.

Beginning in August 2011, Alabama implemented an enhanced PCCM program, building upon the existing infrastructure by establishing regional networks within local systems of care designed to achieve long-term quality, cost, access, and utilization objectives in the management of care for Medicaid recipients. Alabama continues to operate the original PCCM program; however, primary care providers in select areas of the state have the opportunity to become members of a regional network. Each network has an administrative Entity which contracts with the state. Both the networks and the primary care providers are paid a Per Member/Per Month (PM/PM) fee. More information can be found at http://www.medicaid.alabama.gov/CONTENT/4.0_Programs/4.1_Care_Networks.aspx

Prepaid Ambulatory Health Plan (PAHP)

Alabama's Maternity Care Program began in 1988 under the original 1915(b) waiver authority. The waiver was developed in an effort to address Alabama's high infant mortality rate, the high drop-in delivery rate and the lack of delivering physician participation. The program changed from a PIHP to a PAHP effective January 1, 2010. The State contracts with one administrative entity for each of 14 districts through a competitive bid process. This entity is known as the Primary Contractor. The Primary Contractor, in turn, has the responsibility for establishing a comprehensive network of subcontractors that can provide prenatal, delivery and postpartum care. Medicaid pays for approximate half or 30,000 of all deliveries in the State of Alabama.

Recent program changes include the requirement that Primary Contractor staff be trained as application assisters to assist women in obtaining Medicaid eligibility quicker; a screening for mental health needs; an emphasis on smoking cessation; access to Medicaid covered contraceptives through local pharmacies; utilization of the Agency website to offer education and resources to the care coordinators, and better coordination between the Maternity Care Program care coordinator and the Plan First (family planning) care coordinator. In addition, the Agency has, through the most recent contract, offered Performance Incentive Payments to the Primary Contractors. These payments are intended to promote improved safety and quality outcomes by supporting the use of best practice guidelines. Specific measures have been developed that will be monitored per the Agency web based data collection system and medical record documentation.

Hospital Reimbursement

From October 1995 through September 2009, Alabama operated a PIHP for reimbursement of inpatient hospital services for most of the Medicaid population. Hospitals in contiguous geographic areas formed organizations to participate as Prepaid Health Plans (PHPs). The eight PHPs contracted with the Alabama Medicaid Agency to provide inpatient hospital services to Medicaid eligibles residing in the PHP's geographic area under a capitated arrangement. Effective October 2010, a State Plan Amendment was approved by CMS which supports a new state law governing both inpatient and outpatient hospital reimbursement. The new reimbursement model utilizes a provider tax to generate funding for base payments and access payments to the hospitals. Hospital facilities are reimbursed up to their Medicare Upper Payment Limit. Certified Public Expenditures and inter-governmental transfers are critical components of the funding model.

Data

Statistical Data about the Alabama Medicaid Program is available at http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.6_Statistics.aspx

II. Scope of Work

II-A. General Information. The selected Offeror will work primarily with the Agency to achieve the objectives and tasks stated below. The work will often involve coordination of activities between various divisions within the Agency and with various stakeholders. The selected Offeror will not begin work on any objective unless the estimated hours and cost are approved by the Project Officer. The estimated hours projected over the contract period described in this RFP are subject to change at the sole discretion of the Agency.

Because it is necessary for the Contractor to work very closely with the State's team, office space, equipment and network connectivity for Contractor will be provided by the Agency in Montgomery, Alabama. With the permission of Medicaid, certain work can be performed at the Contractor's site if it can be demonstrated that the off-site work provides a savings to the State, and the work done offsite does not interfere with or slow the progress of the project, or reduce the quality of the work product(s). The Agency will provide adequate office accommodations for the purpose of performing assigned duties by the contract required personnel. These accommodations include, but are not limited to, sufficient work space and resources, as well as limited access to the agency's network. If it is determined additional resources are necessary to complete assigned work, these resources must be approved by the Agency before they can be used. The Agency will provide customary and reasonable office resources and other office supplies that are used in everyday operations. The Agency will provide at least one telephone set and access to the agency's phone system. This agreement does not include long distance service. If long distance service is needed, the contractor must use their own cellular devices or make other arrangements.

II-B. Nature and Scope of the Project. The selected Offeror will provide technical assistance and resource support services to the Agency in its implementation and administration of the new healthcare delivery model. This will be accomplished based upon the objectives listed below and the associated tasks under each objective.

II-C. Requirements. The selected Offeror must be able to complete the work in each objective based upon the associated hours assigned to the objective. The selected Offeror must be able to provide technical assistance and resource support services based upon the goals of the Agency and void of any personal biases. The selected Offeror must be able to provide the appropriate personnel to perform the various kinds of tasks as outlined in each objective. In addition, the selected Offeror must recognize that the Agency has both fiscal and quality of care objectives in development of the deliverables that will result from the contract.

II-D. Objectives and Tasks

Objective 1 – Program Planning and Design

The selected Offeror will provide assistance related to planning, designing, developing, and maintaining Alabama Medicaid's delivery system. This may include assisting the Agency in tracking, analyzing and reporting Medicaid program trends at the federal level

and in other states and trends in healthcare delivery systems at the state and national level; and educating stakeholders, advocates, Consumers, legislators and the public on the implementation and ongoing operational status of Medicaid's delivery systems.

Task A. Provide assistance for the preparation of Federal Waiver and State Plan Amendment submissions, modifications and renewals; and preparation of corresponding state rules associated with the new delivery system.

The selected Offeror will provide technical and consulting assistance to the Agency for new Waivers and/or State Plan Amendments and the modification or renewal of existing Waivers and/or State Plan Amendments. Offeror will also provide technical assistance with the drafting and preparation of state rules associated with the new delivery system.

Task B. Assist in the preparation and formatting of reports, surveys, brochures, and newsletters.

The selected Offeror will provide technical assistance in the preparation and formatting of materials related to Agency planning and design as requested by the Agency.

Objective 2- Managed Care Development and Support

Task A. MMIS-related Activities

The selected Offer will assist in the design, development, and implementation oversight of the claims adjudication and payment process under the new health care delivery structure. Such activities will include development of rules, processes, procedures and controls to properly pay claims, provide reporting and monitoring of claims, and to provide quality assurance and adequate fraud prevention. The Offer will also provide assistance with other activities as may be necessary to comply with CMS requirements.

Task B. Third Party Administrator

Subtask (1) Provide research and analysis relating to the release of an RFP for a third party administrator for the Regional Care Organization (RCO) model.

The nature of the research and analysis required will be to assess current administrative activities such as claims processing, data analytics, prior authorization, third party collections and other utilization management activities to determine a statewide strategy for transition of these activities to the new service delivery model.

Subtask (2) Assist in RFP Development for a third party administrator.

The selected Offeror will assist in the development and preparation of RFP(s) for the Agency. This may include activities such as recommending language,

reviewing language for programmatic accuracy, incorporating revisions, assisting in the development of evaluation criteria and weighting systems, suggesting scoring methodologies for evaluation criteria, and obtaining CMS approval, if applicable.

Subtask (3) Support the RFP Preproposal Conferences.

The selected Offeror will provide technical assistance in preparation for and conducting preproposal conferences. This may include development of presentations and supporting documentation, compilation of questions received from Offerors into a database, assistance in the analysis of questions received and in the development of written responses.

Subtask (4). Support the RFP evaluation process.

The selected Offeror may serve as staff support and provide technical assistance during the evaluation of Proposals responding to RFPs. This may include development of databases to support the evaluation process, providing technical assistance during the evaluation process and assisting the Agency in preparing for debriefings.

Task C. Provide assistance for the Managed Care contracting process.

The selected Offeror will provide technical and consulting assistance to support the development and updating of managed care contracts as requested. This may include assistance in analyzing programmatic issues affecting contracts, development of databases, researching other States' practices and researching issues as requested.

Task D. Provide support for Health Information Exchange (HIE) activities.

The selected Offeror will provide the staff support for the following HIE related activities:

- (1) three regional HIE Coordinators to facilitate the expansion of HIE utilization with in each RCO network
- (2) one budget analyst to manage the accounting activities associated with the HIE
- (3) one Standards and Compliance Officer to monitor HIE activities.

Objective 3 –Program Monitoring and Data Analysis

Task A. Data base technical support

The selected Offeror will provide onsite staff support of at least one professional to provide assistance and expertise in designing and maintaining databases and in the necessary revisions and/or improvements to existing monitoring guidelines, assessment tools, and reporting systems and requirements. This includes providing technical support

and programming expertise for existing databases as well as any new database deemed necessary by the Agency.

Task B. Assist with training related to contract monitoring.

The selected Offeror will provide training on approaches to contract monitoring in relation to managed care contracts. This may involve the provision of technical assistance sessions to Agency staff as needed for topics related to operational reviews and approaches to contract monitoring.

Task C. Assist with development of monitoring work plans and updates.

The selected Offeror will assist in the development and updating of monitoring work plans to ensure that the Agency has adequate capability to carry out ongoing monitoring of managed care contractors. The selected Offeror will provide onsite staff support of at least five professionals, one for each of the five regions, to oversee the programmatic and monitoring activities. Tasks may include the development of automated assessment tools, databases and reporting systems; provision of trend analysis by evaluation of data from various reports and comparing the data to established monitoring standards; and analysis of trends that may indicate non-compliance with monitoring criteria and development of suggested options to address areas of non-compliance.

Task D. Assist with the development of program transition steps for changes to the Medical Assistance delivery system.

The selected Offeror will assist the Agency in designing transition options as the new delivery system model is implemented.

Task E. Support general research and data analyses.

The selected Offeror will provide support for general research relative to the provision of services in the Managed Care program. This may involve research, data analysis, submission of reports and aiding in the interpretation of results obtained.

Task F. Assist with readiness reviews.

The selected Offeror will provide technical assistance with the readiness review process that is used to measure a managed care contractor's ability to begin providing services. Tasks may include the following: review and analysis of existing readiness review guides and databases to identify areas which may need revision based on program or policy changes; compilation of a report listing the advance documents needed; assisting the Agency in conducting necessary readiness reviews of contractor's Network capacity, quality assurance processes, operational capabilities, contracted and subcontracted service Providers and management resources to ensure that selected Proposals and implementation plans accurately reflect current resources and system capabilities; and

preparation of written reports that summarize readiness review findings, recommendations and activities requiring follow-up or resolution.

Task G. Assist the Agency in analyzing Provider Network adequacy.

The selected Offeror will evaluate the adequacy of current and potential Provider Networks. Assessment would include analyses of the Provider community characteristics and would assist the Agency in analyzing requirements, standards and delivery models for network composition.

Objective 4 – Quality Management Analysis and Support.

The selected Offeror will provide the Agency with technical assistance to support the Agency's quality focused initiatives and to enhance overall program management.

Task A. Assist with development and preparation of reporting Formats.

The selected Offeror will provide technical assistance in preparing reporting documents, templates and formats that will be used to support reporting of quality performance. This will include organizing, analyzing, and collating data and information from such sources as the Health Plan Employer Data and Information Set (HEDIS) and Consumer Assessment of Healthcare Providers and Systems (CAHPS). It may also include research and presenting alternate ideas for current reporting.

Task B. Provide technical assistance and/or staff training related to data analysis that supports Quality Management reporting and monitoring functions.

The selected Offeror will provide technical assistance in analyzing data deemed necessary by the Agency in supporting present and future needs relating to this objective. This may include staff training in data analysis and collating and formatting analysis results into meaningful reports.

Task C. Provide technical assistance related to database development, modification and maintenance.

The selected Offeror will provide technical assistance in database development, modification, and maintenance deemed necessary by the Agency in supporting present and future needs relating to this objective. This may include providing support in designing new databases for QM/UM monitoring functions and/or redesigning and maintaining existing databases.

Task D. Provide technical assistance related to the development of monitoring and reporting tools.

The selected Offeror will provide technical assistance in the development and/or revision of monitoring tools and checklists used by the QM/UM staff in reviewing, monitoring

and reporting activities that support the Agency's core team functions. It may also include research and presenting alternate ideas for monitoring activities.

Task F. Assist and/or provide staff, training and development.

The selected Offeror will assist the Agency in planning for continuing staff training and development activities. The selected Offeror will provide onsite staff support of two nurses with quality review and improvement experience to support the quality activities of the RCOs.

Objective 5 – Program Management and Infrastructure Development.

The selected Offeror will support the Agency by completing the following tasks:

Task A. Assist the Agency with the preparation, design and formatting of reports and publications.

The selected Offeror will assist in the continuous reassessment, analysis, design and editing of various reporting tools, templates, internal and external reports.

Task B. Develop program management work plans.

The selected Offeror will work with agency staff to assure that the work plan updating and tracking capabilities are maximized on an ongoing basis. The Offeror must describe their experience and expertise in modifying as well as developing work plans using various software applications.

Task C. Analyze and recommend improvement to program operations.

The Agency periodically reassesses its internal operations to assure that the most current, efficient, and effective administrative and program operations are in place. The selected Offeror will supply the expertise to research and review these processes and to supply an unbiased analysis and make recommendations free of any vested interest in the existing work flows.

Task D. Provide technical assistance in subject matter meetings.

The Offeror will provide outside research and expertise during planning and development and will help to ensure that the Agency's managed care programs stay on the cutting edge of Medicaid managed care.

Objective 6 – Technical Assistance and Consultant Services Contract Management

The selected Offeror will support the Agency by completing the following tasks:

Task A. Prepare for and participate in the Monthly Budget Status Meetings.

The selected Offeror will attend regular monthly contract budget status meetings with the contract manager for the Agency. The selected Offeror will be prepared to provide an executive summary on all major projects, an update of where budget constraints may exist and recommendations for resolving budget issues. The Offeror is expected to provide detail to support ongoing management oversight. This includes providing details on all projects (as distinguished from contract tasks), the staff assigned to each project, the current status of all projects, and the work expected to be completed in the next month.

Task B. Manage monthly budget.

The selected Offeror will supply all work-related items to support the ongoing billing and tracking of funds and hours associated with the contract.

Task C. Contract Responsibilities.

It is understood that the Offeror will need to manage the work of all Contractor staff. This task acknowledges the difference between this overall management and work provided under specific objectives.

II- E. Performance Measures. The Agency may request individual projects within a task. Where applicable, task hours must be subdivided by project and individual consultant hours reported to the project. The project performance measures will be established by the Agency at the beginning of the project. If the Agency is not satisfied with the quality of a work product, the Agency will not make payment or the Agency will require the contractor to revise or recreate the work product to the satisfaction of the Agency at no additional cost.

II-F. Reports and Project Control. The selected contractor will be required to submit the following reports:

a. Objective/Task Assignment: For each objective/task project, an Objective leader will be identified by the Agency. The Objective leader will issue to the Contractor a task order request, which will provide a description of the work to be performed. The assignment will specify all project deliverables, the deadlines for their submission and the person(s) to whom they are to be submitted. The project request will also include any other milestones deemed appropriate to the project. Upon receiving notice of the project request, the Contractor will provide a written response to the Objective leader containing the following information:

- i. A detailed project management plan which includes the name of the project manager and the names and qualifications of all staff to be assigned to the project.
- ii. An all-inclusive project price estimate detailing the estimated number of hours, by labor category and any other related project costs. The estimated hours must include the number of professional hours needed specifically related to travel time, if applicable, delineated from project performance professional hours based on the project request. The Objective Leader will review the Contractor's

response to determine if, when and how to proceed with the project and will notify the Contractor as appropriate. The Objective Leader and/or Contract Manager may accept and/or reject Contractor's project plan, personnel, and/or project cost estimates. The Contractor's preparation and submission of a project request proposal is not a reimbursable service. The Contractor is cautioned not to begin work on any project until the Contractor has been notified by the Objective Leader or Contract Manager of the acceptance of the Contractor's project plan.

In the event the Objective leader requires any change(s) to the scope of work to be performed under a specific project, the Contractor must submit a revised project cost/hours estimate within a mutually agreed upon timeframe. The revised project proposal must include: changes and/or adjustments to the scope of work, including adjustments to timeframes for completion of the project; and an all-inclusive project price estimate supported by a cost breakdown detailing the estimated number of hours by labor category required to complete the project as changed by the State. For project proposals based on an hourly rate, the Contractor will not be reimbursed for internal consultation with other Contractor staff unless identified in the project proposal. In addition, the Agency will not reimburse the Contractor for costs related to educating the Contractor's staff to perform tasks required in this Contract. In cases where a completed project or contractual obligation, such as the preparation and submission of billed charges, invoices and related documents requires adjustment, correction, revision or research as a result of information the contractor failed to submit, incorrectly submitted, or was submitted out of compliance with the terms of the agreement; the contractor will not be reimbursed for the time, costs or associated charges required to render any corrections. The Contract Manager may waive or modify any component of this requirement.

b. **Status Report.** A periodic status meeting with each Objective Leader and a monthly contract budget meeting with the Contract Manager, along with accompanying progress reports, covering activities, projects, budget hours, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Objective Leader and/or Contract Manager. A report shall be provided that details the following financial elements by objective and summarized for the contract as a whole.

- Amount billed to date
- Amount accrued to date
- Amount paid to date

c. **Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include contractor recommendations with supporting rationale.

d. **Final Report.** The final product resulting from the approved objective/task assignment.

i) Abstract or summarize the result of the study or service in terminology that will be meaningful to management and others generally familiar with the subject areas.

ii) Describe data collection and analytical and other techniques used during the study.

iii) Summarize findings, conclusions and recommendations developed in each task.

iv) Include all supporting documentation; e.g., flow-charts, forms, questionnaires, etc.

v) Recommend a time-phased work plan for implementing the recommendations.

III. Pricing

The Offeror shall utilize Attachment I to provide an hourly rate with an estimate of the number of hours anticipated to accomplish the services requested in this RFP. For purposes of this solicitation, general (non-technical) management and administrative (secretarial support) are assumed to be part of the loaded labor rates of the consulting professionals. The Offeror should not propose an amount for travel and per diem. Travel and per diem are assumed to be part of the loaded labor rates. The Cost/Pricing sheet should reflect the base contract period of December 1, 2013 through November 30, 2015, the three optional years, and the hourly rates for extra-contractual services.

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 ten (10) district offices throughout the state and by one hundred eighty (180) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In FY 2012, more than 1.1 million Alabama citizens were eligible for Medicaid benefits 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 the Mentally Retarded and Mental Disease Services
- 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 Contractor. It is imperative that potential Contractors describe, **in detail**, how they intend to approach the Scope of Work specified in Section II of the RFP. The ability to perform these services must be carefully documented, even if the Contractor has been or is currently participating in a Medicaid Program. Proposals will be evaluated based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with all supporting documentation necessary.

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

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

VI. Corporate Background and References

The Offeror must describe the corporate history and relevant experience of the Offeror and any subcontractors as outlined in Section VII.P.3. Corporate Background and Experience.

VII. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR 74.40 through 74.48. 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 74.43, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

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

<i>Project Director:</i>	Paul Brannan
<i>Address:</i>	Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624
<i>Telephone Number:</i>	334-242-5017
<i>E-Mail Address:</i>	paulbrannan@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 and Mandatory Vendor Conference

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. **No telephone inquiries will be accepted.** Questions and answers will be posted on the website as available.

Medicaid will conduct a mandatory vendor conference based upon the Schedule of Activities on page 3. The conference will be held at the following location:

State of Alabama
Division of Purchasing
RSA Union Building
100 N. Union Street
Suite 192
Montgomery, AL 36130

E. Acceptance of Standard Terms and Conditions

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.

F. Adherence to Specifications and Requirements

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

G. Order of Precedence

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

H. Vendor's Signature

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

I. Offer in Effect for 90 Days

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

J. State Not Responsible for Preparation Costs

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

K. State's Rights Reserved

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

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

L. Price

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

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2013-IS-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, six additional hard copies in binder form, plus two electronic (Word format) copies of the Proposal on CD, jumpdrive or disc clearly labeled with the Vendor name. One electronic copy MUST be a complete version of the Vendor's response and the second electronic copy MUST have any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the proposal.

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. Technical Proposal Format

It is imperative that potential Contractors describe, **in detail**, how they intend to approach the Scope of Work specified in Section II of the RFP. The ability to perform these services must be carefully documented, even if the Contractor has been or is currently participating in a Medicaid Program. Proposals will be evaluated based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with all supporting documentation necessary. All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. The Technical Proposal must include the following sections:

1. Transmittal Letter
2. Executive Summary
3. Corporate Background and Experience
4. Project Organization and Staffing
5. Methodology
6. Project Management and Control
7. Work Plan and Schedule

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP should be used. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

P.1. TRANSMITTAL LETTER

The Transmittal Letter shall include:

- a. Identification of all materials and enclosures being submitted collectively as a response to this RFP.

- b. A statement identifying each addendum to this RFP that has been received; if no addenda have been received, a statement to that effect shall be included. The Entity shall list each RFP addendum acknowledged and received, by addendum number.
- c. Identification of the Entity that will be the prime contractor and the name of the corporation or other legal entity submitting the proposal. It shall also include a statement identifying any and all subcontractors, if any, that are needed in order to satisfy the requirements of this RFP. The percentage of work, as measured by percentage of total contract price, to be performed by the prime contractor shall be provided. Subcontracted work shall not collectively, exceed forty percent (40%) of the total contract price. The Entity will assume sole and exclusive responsibility for all of the contractor responsibilities and work indicated in the RFP (including any and all addenda).
- d. A statement of compliance with Affirmative Action and Equal Employment Opportunity regulations that confirms that the Entity does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, developmental disability, political affiliation, national origin, or handicap, and complies with all applicable provisions of Public Law 101-336, Americans with Disabilities Act.
- e. A statement acknowledging and agreeing to all of the rights of the Alabama Medicaid Agency contained in the provisions of this RFP.
- f. A statement that the Entity has not and will not make any attempt to induce any other person or firm to withhold or submit a proposal for the purposes of restricting competition.
- g. A statement that the person signing this proposal is authorized to make decisions on behalf of the Entity's organization.
- h. A statement that the Entity has not employed anyone, other than a bona-fide employee working solely for the Entity, in soliciting or securing this contract.
- i. A statement that no person or agency has been employed or retained to solicit or secure the proposed contract based on an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- j. A statement stating that the Entity 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. If the use of subcontractors is proposed, a statement from each subcontractor, on official letterhead, shall be attached to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor to perform the scope of work as assigned, stating:
 - a. The general scope of work to be performed by the subcontractor

- b. The subcontractor's willingness to perform the work indicated
- c. The names and titles of individuals who will be responsible for the subcontractor's efforts
- d. That the subcontractor's firm does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, developmental disability, political affiliation, national origin, or handicap, and complies with all applicable provisions of Public Law 101-336, Americans With Disabilities Act

Entities may not place any conditions, reservations, limitations, or substitutions in their response with regard to the contract terms and conditions. The Entity selected under this RFP may request non-substantive changes to the contract language, but the State reserves the sole right to accept or reject any requested changes.

P.2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of

1. Proposed work plan
2. Staff organizational structure
3. Key personnel
4. A brief discussion of the Offeror's understanding of the Alabama environment and the Medicaid program requirements.

P.3. CORPORATE BACKGROUND AND EXPERIENCE

- a. **Corporate Background.** The Offeror must describe the corporate history and relevant experience of the Offeror and any subcontractors. This section must detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. The Offeror must provide a corporate organizational chart as part of this section. Offerors must identify any current contracting or subcontracting relationship(s) that may result in a conflict of interest with the requirements of this RFP.
- b. **Corporate Experience.** Include experience in providing technical, professional and programmatic assistance in the following areas, including the experiences of subcontractor(s) if appropriate:
 - Medicaid Programs

- Managed Care Programs, policies and trends
- Medicaid Managed Care Plans, commercial managed care plans
- Primary Care Case Management Programs
- Alternative health care delivery systems
- Analysis of Medicaid programmatic issues related to the development of Requests for Proposals (RFPs) and contracts
- Member enrollment through an enrollment assistance broker
- Design and Development of managed care programs
- Research and statistical analysis related to Medicaid health care delivery systems
- Program Monitoring
- Home and Community Based Waiver Programs
- Current healthcare trends and relevant State and Federal Policy and Legislation

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. If the Offeror has no prior experience as referenced above, explain what qualifications or past experience may serve as a substitute.

b. References. The Offeror must provide a list of at least three (3) relevant contracts within the past three (3) years to serve as corporate references. This list shall include the following for each reference:

- i. Name of contractor
- ii. Type of contract
- iii. Contract description, including type of service provided
- iv. Total contract value
- v. Contracting officer's name and telephone number
- vi. Role of subcontractor(s) (if any)
- vii. Time period in which service was provided

The Offeror must submit Attachment H, Client Reference Form, directly to the contacts listed. The references should return completed questionnaires in sealed envelopes to the Offeror.

P.4. PROJECT ORGANIZATION AND STAFFING

The Project Organization and Staffing section shall include project team organization, charts of proposed personnel and positions, estimates of the staff-hours by major task(s) to be provided by proposed positions, and if known, résumés of all management and key professional personnel as required in this RFP.

P.4.(a). Organization

The Offeror must submit a proposed organizational chart. The organization chart shall show

1. Organization and staffing for each objective as described in the RFP; and
2. Full-time, part-time and temporary status of all employees.

P.4.(b). Staff

The Offeror must provide information relative to the qualifications and experience of key personnel proposed, and a description of the Offeror's overall organizational structure. For the key personnel positions specified, the Offeror must provide the number staff and amount of time to be devoted to this Project, stated in terms of full-time equivalents, for each position.

Following is a list of the contract required staff with the minimum education and experience requirements.

1. **Contract Project Manager**- Bachelor's Degree and a minimum of 3 years of experience managing implementation projects of similar scope to the requirements of this RFP.

The Offeror must identify the proposed Program Manager and whether the individual is currently employed with its company. Three (3) professional references must be submitted for the Program Manager. The selected Offeror must acknowledge that the Program Manager will be accessible to the Agency during the term of the contract and may not be reassigned without advance written approval by the Agency.

2. **Regional HIE Coordinators**(3) to facilitate the expansion of HIE utilization with in each RCO network- MBA with at least 5 years of Project/Program management with emphasis on large-scale, regional, and complex technical implementations regarding COTS deployments, preferably in a health care environment, *or* B.S. degree in MIS, Business, CS with at least 7 years of project/program management with emphasis on large-scale, regional, and complex technical implementations regarding COTS deployments., preferably in a healthcare environment.
3. **Budget analyst** (1) to manage the accounting activities associated with the HIE-B.S. degree in Accounting with at least 7 years of experience with budget preparation/analysis regarding both federal/state and federal expenditures and reporting, preferably in a health care environment.
4. **Standards and Compliance Officer** (1) to monitor HIE activities. B.S. degree in CS, Engineering, or related technical discipline with at least 5 years of experience in standards base healthcare delivery systems regarding COTS implementations with emphasis in monitoring State and Federal operational standards, preferably in the electronic health information exchange of PHI among connected networks.

5. **RCO Program Managers (5)** - Minimum of a Bachelor's Degree and a 2 year history of Supervision/Management in a health-related field.
6. **Nurses (2)**- Bachelor Of Science in Nursing Degree with a minimum of 2 years of experience working in quality review and improvement activities.
7. **Health Data Analysis Manager (1)** Tasked with providing expertise in the design and management of multi-tier data exchange networks. Minimum BS degree in MIS and 5 years' experience in Healthcare related operations.
8. **IT Infrastructure Specialist (1)** Tasked with providing expertise in the design and implementation of Networks interconnecting major systems in a healthcare environment. Proficiency in security, redundancy and dissimilar system integration. Minimum BS degree in IT and 5 years' experience in the design and documentation of large scale infrastructure projects.
9. **Data Analysts (2)** Tasked with the design and utilization of analytical models and reporting strategies for healthcare related systems. Proficiency in Peer to Peer modeling and Healthcare Outcome Measurement, Analysis and Reporting is expected. BS degree in MIS with emphasis in DBA design and Statistical Methods is preferred. Minimum of 5 years' experience in a healthcare related field.

For the personnel proposed as part of the Offeror's overall organizational structure, the following should be included:

- The name and position of the person who will have ultimate responsibility and accountability for the contract should one be entered into with the Offeror.
- A resume or similar document the education and experience for each individual proposed in the staffing chart as described above. Include their education, level of experience related to the scope of work and objectives as described in this RFP and computer software proficiency. Indicate the responsibilities each will have in this project and how long each has been with your company.
- Identify subcontractors you intend to use and the services they will perform.

Proposal submission will verify acceptance that personnel for positions identified, once assigned to this project, will not be reassigned to another project without prior written consent of the Agency. The selected Offeror will notify the Agency, in writing, of any change in status of employees assigned to this contract within 15 calendar days of events such as hiring, promotion, or termination. The Agency must be notified of new employees' assignment and approval granted, prior to their work or payment for their work.

P.4.(c). Responsibilities

This section should discuss the anticipated roles of personnel during all phases of the contract.

All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included.

P.4.(d). Backup Personnel Plan and Extra-contractual Staff

If additional staff is required to perform the functions of the contract, the Contractor should outline specifically its plans and resources for adapting to these situations. The Contractor should also address plans to ensure the longevity of staff in order to allow for effective Agency support. Offeror should identify the hourly cost by classification for additional staffing beyond the scope of the original proposal response in Attachment I.

P.5. METHODOLOGY

The Methodology Section should describe the Contractor's approach to providing the services described in the scope of work, Section II, of the RFP. This section should contain a comprehensive description of the proposed work plan. The narrative descriptions within this section must include the following:

1. The description shall encompass the requirements of this RFP as outlined in Scope of Work.
2. The proposal must describe the methodology to be followed in sufficient detail to demonstrate the Offeror's direction and understanding of this RFP.
3. The proposal must include a high-level project plan for the project. This project plan must be at the level of major tasks and milestones and be submitted in Microsoft Project or comparable tool.
4. The proposal must summarize how agency staff will be used as resources in this project. It is the State's desire that agency staff be advised of all aspects of the engagement.
5. The proposal should include information about past performance results and a plan for evaluating the proposed project.

P.6. PROJECT MANAGEMENT AND CONTROL

The Project Management and Control Section shall include details of the methodology to be used in management and control of the project, project activities, and progress reports. This section will also supervise correction of problems. Specific explanation must be provided if solutions vary from one phase to another. This section covers:

1. Project management approach;
2. Project control approach;
3. Manpower and time estimating methods;
4. Sign-off procedures for completion of all deliverables and major activities;
5. Management of performance standards, milestones and/or deliverables;
6. Assessment of project risks and approach to managing them;

7. Anticipated problem areas and the approach to management of these areas, including loss of key personnel, loss of technical personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Project status reporting, including examples of types of reports; and
11. Approach to the Agency's interaction with contract management staff.

P.7. WORK PLAN AND SCHEDULE

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract. The schedule should allow fifteen (15) working days for Agency approval of each submission or resubmission of each deliverable. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined previously in this RFP. This section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan.
2. Person-weeks of effort for each task or subtask, showing Contractor personnel and Agency personnel efforts separately.
3. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
4. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
5. A discussion of how the work plan provides for handling of potential and actual problems.
6. A schedule for all deliverables providing a minimum of five (5) days review time by the Agency.

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. Offeror Oral Presentations

The Agency expects to schedule oral presentations with Offerors as part of the evaluation process. The expected date for these interviews is listed in the schedule of events.

E. 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.

F. 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
Vendor Profile and Experience	25
Scope of Work and General RFP Requirements	35
Price	40
Total	100

G. Determination of Successful Proposal

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

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

IX. General Terms and Conditions

A. General

This RFP and Contractor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama.

The contract shall include the following:

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

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for two years effective November 1, 2013, through October 31, 2015. Alabama Medicaid shall have three, one-year options for extending this contract. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

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

D. Contract Amendments

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

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be

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

E. Confidentiality

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

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

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

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

F. Security and Release of Information

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

G. Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of

civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

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

H. Contract a Public Record

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

I. Termination for Bankruptcy

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

J. Termination for Default

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

K. Termination for Unavailability of Funds

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

parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to Medicaid, State or Federal Government.

L. Termination for Convenience

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

M. Force Majeure

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

N. Nondiscriminatory Compliance

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

O. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

P. Worker's Compensation

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

Q. Employment of State Staff

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

R. Employment of Unauthorized Aliens

Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor will document that the Contractor is enrolled in the E-Verify Program. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

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

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

S. 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.

T. 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.

U. Warranties Against Broker's Fees

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

V. Novation

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

the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

W. Employment Basis

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

X. Disputes and Litigation

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

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

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

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

Y. Records Retention and Storage

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

Z. Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor

shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

AA. Use of Federal Cost Principles

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

BB. Payment

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

CC. Notice to Parties

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

DD. Disclosure Statement

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

EE. Debarment

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

FF. Not to Constitute a Debt of the State

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

GG. Qualification to do Business in Alabama

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

HH. 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.

II. Alabama interChange Interface Standards

Contractor 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 is contained in the RFP library.

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.*

MARK <input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the specified copies of proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	8. The Proposal includes a corporate background.
<input type="checkbox"/>	9. The Proposal includes a detailed description of the plan to meet the objectives outlined in the scope of work section of the request for proposal.
<input type="checkbox"/>	10. The response includes (if applicable) a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.

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

Attachment H: Client Reference Forms

Attachment I: Price Proposal Sheet

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 _____, Contractor, agree as follows:

Contractor 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 Contractor's response thereto.

Contractor 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 _____.

Contractor 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 Contractor's response.

CONTRACTOR

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

Contractor's name here Stephanie

McGee Azar
Acting Commissioner

Date signed Date _____

signed

Printed Name
rules,
governin

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

Tax ID: _____

APPROVED: _____

Legal Counsel

Governor, State of Alabama

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

- a. Covered Entity and Business Associate are parties to agreement related to _____, whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. 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 Privacy Rule (as defined below).
- c. The Parties enter into this Business Associate Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow 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

Unless otherwise clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Breach” shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- b. “Electronic Health Record” shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c. “Electronic Protected Health Information” means Protected Health Information that is transmitted by Electronic Media (as defined in the Security and Privacy Rule) or maintained in Electronic Media.
- d. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- f. “Personal Health Record” shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.
- g. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- h. “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- i. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- j. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- k. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 162, and Parts 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.
- m. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.
- n. “Unsecured Protected Health Information” is information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals by mean of technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of Public Law 111–5.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.
- c. Mitigation. Business Associate agrees to 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.
- d. Report Unauthorized Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

- e. **Applicability to Business Associate's Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.
- f. **Access.** Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.
- g. **Amendments to PHI.** Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.
- h. **Availability of Documents.** Business Associate agrees to 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 for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules, within five business days after receipt of written notice.
- i. **Documentation of PHI Disclosures.** Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. **Accounting of Disclosures.** The Business Associate agrees to provide to Covered Entity, within 30 days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit 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 CFR 164.528.
- k. The Business Associate shall 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.
- l. The Business Associate shall notify the Covered Entity immediately following the discovery of a breach of Protected Health Information (PHI).
- m. The Business Associate shall provide the Covered Entity the following information when a breach of unsecured protected health information is discovered:
 - 1. The number of recipient records involved in the breach.
 - 2. A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3. A description of the types of unsecured 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).
4. Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 5. 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.
 6. 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.
 7. A proposed media release developed by the Business Associate.
- n. The Business Associate shall obtain Covered Entity approval prior to reporting any breach required by 45 CFR Part 164, Subpart D.
 - o. The Business Associate shall, after receiving Covered Entity approval, provide the necessary notices to the recipient, prominent media outlet, or the Secretary of Health and Human Services (HHS) to report Business Associate breaches as required by 45 CFR Part 164, Subpart D.
 - p. Covered Entity will coordinate with the Business Associate in the determination of additional specific actions that will be required of the Business Associate for mitigation of the breach.
 - q. If the Business Associate is a vendor of personal health records, notification of the breach will need to be made with the Federal Trade Commission.
 - r. The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate.
 - s. The Business Associate shall pay all fines or penalties imposed by HHS under 45 CFR Part 160 HIPAA Administrative Simplification: Enforcement rule for breaches made by any employee, officer, or agent of the Business Associate.
 - t. The Business Associate shall be subject to prosecution by the Department of Justice for criminal violations of HIPAA if the Business Associate obtains or discloses individually identifiable health information without authorization, and shall be responsible for any and all costs associated with prosecution.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as agreed to, provided that such use or disclosure:
 - 1. would not violate the Privacy Rule if done by Covered Entity; or
 - 2. would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1. disclosures are Required By Law; or
 - 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.
- d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

- a. The Business Associate shall report to the Covered Entity any use or disclosure of PHI not provided for by this agreement immediately from the time the Business Associate becomes aware of the use or disclosure.
- b. The Business Associate shall report to the Covered Entity any Security Incident and/or breach immediately from the time the Business Associate becomes aware of the use or disclosure.

6. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- b. Covered Entity shall 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.
- c. Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

- d. Covered Entity shall 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.
- e. Covered Entity shall provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services.

7. TERM AND TERMINATION

- a. **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.
- b. **Termination for Cause .** Upon Covered Entity' s knowledge of a ma terial breach by Business Associate, Covered Entity may, at its option:
 - 1. Provide an opportunity for Business Associ ate to cure the breach or end the violation, and term inate this Agreem ent if Business A ssociate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2. Immediately terminate this Agreement; or
 - 3. If neither termination nor cure is f easible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1. Except as provided in paragraph (2) of this section, upon term ination of this Agreement, for any reason, Business Associat e shall return or de stroy all Protected Health Inform ation received from Cove red Entity, or created or received by Business A ssociate on behalf of Cove red En tity. This p rovision sh all apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business ASSO ciate sh all retain no copies of the Protected Health Information.
 - 2. In the even t that Busin ess Associate dete rmines that returning or destroying the Protected Health Inform ation is not feasi ble, Business Associate shall provide to Covered Entity no tification of the conditions th at m ake return or destruction not feasible. Business ASSO ciate shall extend the p rotections of this Agreement to such Protected Health Inf ormation and lim it f urther uses and disclosures of such Protected Health Information to those purposes that m ake the return or destruc tion infeasible, for so long as Business A ssociate m aintains such Protected Health Information.

8. GENERAL TERMS AND CONDITIONS

- a. Any ambiguity in th is Agreement shall b e resolved to pe rmit Covered E ntity to com ply with the Privacy Rule.
- b. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.
- c. The Parties agree to tak e such action as is nec essary to amend this Agreement from time to tim e for Covered En tity to com ply with the requirem ents of the P rivacy Ru le and HIPAA.

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

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy _____ Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B Contract Review Report
Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor: _____

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

* Is Contractor organized as an Alabama Entity in Alabama? Yes _____ NO _____
* If not, has it qualified with the Alabama Secretary of State to do business in Alabama? Yes _____ NO _____

Is Act 2001-955 Disclosure Form Included with this Contract? YES _____ NO _____
Does Contractor have current member of Legislature or family member of Legislator employed? Yes _____ NO _____
Was a Lobbyist/Consultant Used to Secure this Contract OR affiliated with this contractor? YES _____ NO _____
If Yes, Give Name: _____

Contract Number: _____
Contract/Amendment Total: \$ _____ (estimate if necessary)
% of State Funds: _____ % of 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 total \$ _____
[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** _____

Summary of Contract Services to be Provided:

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

I certify that the above information is correct.

Signature of Agency Head	Signature of Contractor
Printed Name	Printed Name

Agency Contact: Stephanie Lindsay Phone: (334) 242-5833

IMMIGRATION STATUS

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

Signature of Contractor

Witness

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 ADDR ESS P NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE STATE DEPARTMENT/ AGENC Y WHERE EMPLOYED

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST ADDRESS

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

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



ROBERT BENTLEY
Governor

Alabama Medicaid Agency
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P.O. Box 5624
Montgomery, Alabama 36103-5624
www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov
Telecommunication for the Deaf: 1-800-253-0799
334-242-5000 1-800-362-1504



STEPHANIE MCGEE AZAR
Acting 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.

Attachment G

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): _____ by and between _____ (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- 1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual AMAestic labor within the household.

- _____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- 3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____. _____
Name of Contractor/Grantee/Recipient

B y: _____

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

WITNESS: _____

ATTACHMENT H

CLIENT REFERENCE FORM

On the following pages, the Vendor shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for work similar in nature to that specified in this RFP. In the event the Vendor has had a name change since the time work was performed for a listed reference, the name under which the Vendor operated at that time must be provided in the space provided for Vendor's Name.

References that are listed as subcontractors in the response will not be accepted as Client references under this RFP. Entities having an affiliation with the Vendor (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as Client references under this RFP.

Additionally, the Agency reserves the right to contact references other than those identified by the Vendor to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Vendor is a "responsible Vendor".

Reference #1

Vendor's Name: _____

Client's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____ Alternate Phone Number: _____

Primary Fax Number: _____ Alternate Fax Number: _____

Contract Performance Period: _____

Location of Services:

Brief description of the services performed by the respondent for this client:

Reference #2

Vendor's Name: _____

Client's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____ Alternate Phone Number: _____

Primary Fax Number: _____ Alternate Fax Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed by the respondent for this client:

Reference #3

Vendor's Name: _____

Client's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____ Alternate Phone Number: _____

Primary Fax Number: _____ Alternate Fax Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed by the respondent for this client:

**RFP 2013-IS-01
PRICE PROPOSAL SHEET**

Webpage:

http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx