



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2013-CMFD-01	RFP Title: Advanced Fraud Detection and Case Management System
RFP Due Date and Time: January 3, 2014 by 5pm Central Time	Number of Pages: 58
PROCUREMENT INFORMATION	
Project Director: Jacqueline G. Thomas	Issue Date: October 7, 2013
Phone: (334) 242-5318 E-mail Address: jacqueline.thomas@medicaid.alabama.gov Website: http://www.medicicaid.alabama.gov	Issuing Division: Program Integrity
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-CMFD-01 RFP Due Date: January 3, 2014 by 5pm CT Total Evaluated Price (from Attachment I)
VENDOR INFORMATION <i>(Vendor must complete the following and return with RFP response. Use this form as the Cover Sheet.)</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

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	10/7/2013
Mandatory Vendor Conference (Pre-registration required. Complete registration form (Attachment J) and return via email to the Project Director by 10/21/2013)	10/28/2013
Answers to Questions Posted As Available	10/14/2013 – 12/18/2013
Final Posting of Questions and Answers	12/20/2013
Data Analysis and Proposal Due by 5:00 p.m. CT	1/3/2014
Evaluation Period	1/6/2014 – 1/31/2014
* Oral Presentation	1/15/2014
**Contract Award Notification	2/3/2014
***Contract Review Committee	3/2014
Official Contract Award/Begin Work	4/1/2014***

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

** Contingent upon approval from CMS.

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

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I. Background

The Alabama Medicaid Agency (Agency) is the single state agency responsible for administering the Medicaid Program in Alabama. On May 17, 2013, Governor Robert Bentley signed into 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. Medicaid is transitioning from a Fee for Service delivery system to this new delivery system. It is anticipated that the any Advanced Fraud Detection System procured by the Agency will need to support fraud detection activities in both a Fee for Service and managed care environment. The Program Integrity Division (PID) of the Agency is responsible for planning, developing, and directing Agency efforts to identify, prevent, and audit suspected cases of fraud, abuse and/or misuse in the Medicaid Program. The PID includes the Director's Office, Provider Review, Recipient Review, Investigations, and Quality Control units. These units are responsible for verifying that medical services are appropriate and rendered as billed, that services are provided by qualified providers to eligible recipients, that payments for those services are correct, and that all funds identified for collection are pursued. The following is a brief description of each area's function within PID:

Director's Office

The function of the Director's Office is to maintain the provider sanction program, suspended recipient program, provider enrollment/reenrollment, Utilization Review Committee (URC), False Claims Act policy submissions, plastic card replacement program, and CMS audits.

Provider Review Unit

The function of the Provider Review Unit is to complete post payment reviews on Medicaid provider's billing practices and recoup any misspent Medicaid funds identified. Based on the findings of reviews they conduct, the unit recommends policy changes to the various program areas within the Agency, as well as identifies needed system changes. The unit also manages the Recovery Audit Contractor contract.

Recipient Review Unit

The function of the Recipient Review Unit is to maintain and monitor the Lock-In program. The Lock-In program is a restriction program that restricts the Medicaid services of recipients found to be over-utilizing Medicaid services. The Lock-In program attempts to coordinate recipient's medical care through one physician and one pharmacy. Recipients in the Lock-In program can be restricted to one physician, one pharmacy, and possibly controlled substances from their Lock-In physician only.

Investigations Unit

The function of the Investigation Unit is to investigate suspected Medicaid fraud and abuse involving Medicaid recipients and providers. Upon completion of their investigation, the investigators may present their case and recommendations to the URC for appropriate action including suspension of recipient benefits and/or referral to the local district attorneys for prosecution or referral of providers to the MFCU.

Quality Control Unit

The function of the Quality Control Unit is to complete eligibility reviews on awards of Medicaid benefits to various recipients to ensure the correctness of the certification of those Medicaid benefits. Quality Control is also tasked with completing Eligibility Payment Error Rate Measurement (PERM) as directed by the Center for Medicare and Medicaid Services (CMS).

Since 2008, the PID has utilized the Decision Support System (DSS) to obtain exception reports and trend analysis on providers and recipients. The DSS contains both the SUR DSS Profiler reports and case tracking system. The SUR DSS Profiler has been helpful in identifying providers/recipients for review through Provider Peer Group Comparison, Case Type Comparison, and Distribution Analysis reports.

The Agency is requesting proposals from qualified vendors to develop, implement and maintain an Advanced Fraud Detection System including a 100% web-based case management system (hereinafter, "System"). The System will leverage the newest technology, fraud and abuse detection techniques, methodologies and services available in the marketplace. Advanced detection tools that incorporate predictive analytics and neural networking will allow the users to query the data in a way that reveals patterns and relationships between people, places, events, times, and things. They also allow queries based on groups, "nearness" and other clustered or networked behavior. These varied analytic techniques offer users choices in how to uncover connections in seemingly unrelated data. This will also enhance the Agency's ability to target provider and recipient investigations, reviews and audits, ensuring a higher return on the Agency's resource investment and assisting the Agency in identifying high risk areas. The System will be utilized by all areas within the PID. Other divisions within the Agency will also be able to utilize the Case Management System.

Vendors may provide a response that allows the Agency to opt for either a cloud based or locally hosted solution.

Vendors may propose a cloud based solution where the vendor is responsible for installing, hosting and maintaining the System. This would be a Software as a Service (SaaS) model. If a hosted solution is proposed, the vendor's production application and hardware generally shall be available 24 hours a day and 7 days a week excluding regular maintenance windows which must be approved by the Agency. This also applies to failover and disaster recovery environments. The vendor will notify the Agency when application performance is likely to be impacted and will notify the Agency at least 72 hours in advance of any maintenance outside of the approved regular maintenance windows. Any scheduled maintenance outside the regular maintenance window must be approved by the Agency. There is a service level requirement of 99% availability.

Service response times shall be as follows:

Priority	Definition	Response Time	Solution Time
Severity 1	Users cannot perform normal business function due to problem – e.g. server is down, software is not accessible.	2 hours	Next business day
Severity 2	Users are significantly inconvenienced by an	4 hours	Two business days

	issue but can work around it until resolved – e.g. software response time is slow.		
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Additionally, vendors may propose a solution where the Agency purchases the software and is responsible for hosting the system within its own data center. If this type of solution is proposed, the vendor must provide hardware specifications for hosting the solution – e.g. web server, database server, etc. Vendors must also provide an estimate of the number of staff and skill sets that will be necessary to support the proposed System if the Agency elects to assume hosting responsibility.

There are three pricing components, fixed, contingency, and extra contractual. The fixed fee is for the Case Management component, the contingency fee is for the advanced fraud analytic component, and the extra contractual fee is for extra staff support. The proposed contingency rate should not exceed 9.5%.

Any vendor selected for any proposal submitted must comply with all requirements indicated in this Request For Proposal (RFP).

The Agency will hold a mandatory pre-proposal conference where Vendors in attendance will be provided 3 years of data to include claims, recipient, and provider information. The Vendor shall provide a high capacity hard drive w/encryption to load the data. The drive should hold at a minimum 1 (one) terabyte of data. The Vendor should provide pre-paid shipping package for use when returning the loaded drive to the Vendor. Alabama Medicaid will zip and encrypt the data using SecureZip for Windows. Each Vendor is expected to conduct an analysis of the Medicaid Data and include the results in their proposal back to Medicaid.

Vendors must pre-register for the conference by the deadline stated in Section B., Schedule of Events. Vendors in attendance must bring a signed Business Associate Agreement (Attachment A) prior to obtaining the data.

Vendors may be required to make an oral presentation of the analysis of the Medicaid data to the evaluation team during the RFP evaluation period. If required, the Agency and Vendor will schedule these presentations as per the schedule of events.

The Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the firm and fixed price quoted in the Vendor’s proposal to this RFP. All proposals must state a firm and fixed price for the services described. The projected implementation date of the contract is April 1, 2014.

All information contained in this RFP and any amendments reflect the best and most accurate information available to Medicaid at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the Contractor or a basis for legal recovery of damages, actual, consequential or punitive, except to the extent that such inaccuracies are the result of intentional misrepresentation by Medicaid.

II. Scope of Work

Vendor's proposal must present a plan to develop, implement and maintain an enhanced fraud detection system including a 100% web-based case management feature. The System must:

- Support fraud detection and case management for both fee-for-service and managed care related claims and payments;
- Provide advanced detection that employs predictive analytics to further enhance PID's ability to target investigations and audits to increase the Agency's Return on Investment (ROI);
- Provide detection and trending tools that will alert the Agency to procedure codes and providers that are exhibiting fraud or abuse indicators; and
- Incorporate improved trending capabilities for complaint, case management and audit resolutions.

Vendors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP. All proposals must be consistent with current Alabama Medicaid policies, and federal and state law.

A. Services To Be Provided By the Agency

The Agency will:

1. Provide the successful vendor (Vendor) access to the Alabama Medicaid Management Information System (MMIS) or data extracts from the MMIS; provider manuals, policies, procedures, and other documentation, as deemed appropriate by the Agency, and as needed by the Vendor to provide services under the resulting Contract;
2. Provide training in the appropriate use of the MMIS;
3. Provide clarification and interpretation of the resulting Contract terms and conditions;
4. Provide clarification and interpretation of Medicaid policies and procedures and provider manuals, as needed;
5. Assign and dedicate a contract/project manager to coordinate all resulting Contract activities between the Agency and the Vendor;
6. Perform, at a minimum, monitoring of the resulting Contract on a weekly basis for the first nine (9) months and monthly thereafter, to ensure Vendor compliance with resulting Contract requirements. The Agency reserves the right to monitor the Vendor on a more frequent basis if deemed necessary by the Agency;
7. Perform timely review of all documents submitted by the Vendor, by approving, denying or requiring specified revision;
8. Provide a determination of whether the Vendor has violated a contractual obligation and assess liquidated damages when necessary;
9. Provide meeting space for specified activities of the resulting Contract.

B. Minimum Qualifications:

To be considered for this RFP the Vendor shall:

1. Certify that it and its proposed subcontractor(s), if applicable, collectively have **at least** two (2) years of experience in designing, developing, and maintaining advanced fraud detection systems or has been awarded a major PI/Medicaid advanced fraud detection system contract; and,
2. Certify that it and its proposed subcontractor(s), if applicable, collectively have **at least** two (2) years of experience in designing, developing, and maintaining case management systems or has been awarded a major PI/Medicaid case management system contract;
3. Certify that it **shall provide** a face-to-face demonstration of its proposed System to the evaluation team, if requested, during the RFP evaluation period.

C. Services To Be Provided By The Vendor

C.1. Advanced Fraud Detection and Case Management Requirements

The identified System requirements are outlined in the table below. *The Vendor is required to use the identification number assigned to each requirement.* The System must be configurable, scalable, flexible, reliable, manageable, and capable of interfacing with other Agency systems. The solution for advanced detection must access claims and reference table information that comes from the Agency’s MMIS. The MMIS contains claims data as well as provider, recipient, and other reference tables. The advanced detection solution must interface with the case management system by producing potential leads of abuse and fraud. Those leads should be entered in the case management system for review by PID. A detailed overview of the vendor’s solution for advanced detection should be provided. The vendor should provide sample screen prints, sample reports and descriptions of advanced analytics based on Medicaid data run through their proposed system. Success stories of similar systems implemented in other markets is of interest. The successful vendor will address each requirement statement and will provide innovative solutions to the business need. If licenses are required, the vendor will provide a minimum of 50 licenses for the proposed systems.

The Advanced Fraud Detection and Case Management System must, at a minimum:

ID #	Case Management and Advanced Fraud Detection System Requirements
100 Basic Business Rules for Advanced Detection	
101	Use predictive analytics and advanced detection methods to improve detection capabilities.
102	Access data from multiple sources to help target providers exhibiting high fraud indicators and/or inappropriate billing patterns.
103	Access data from multiple sources to help target recipients exhibiting high use of controlled and non-controlled substances.
104	Train state staff to use advanced detection software.
105	Establish plan to either access Medicaid MMIS directly or receive extracts from Medicaid MMIS data for auditing.
106	Provide consulting services related to the operation of the advanced detection software following implementation.
107	Identify high risk claims/providers and allow for review and adjudication of the suspect claims within the case management software.

108	Identify recipients with high probability of abusing controlled substances.
109	Flag and send to a "pending" status within the case management system for further review by PID staff. Should PID staff determine that an audit is warranted, must have ability to open case from "pending" file. If an audit is not warranted, PID staff should have the ability to flag as a "false positive" in order to improve the accuracy of flagged claims.
110	Provide data extracts of the front and back-end.
111	Allow users to pull data for performance management.
200 Basic Business Rules for Case Management	
201	Provide an activity/event driven tracking system. Events are defined as, but not limited to, business related actions such as opening new cases, assigning cases to investigators, sending letters to providers, status changes (including late payments), and follow-up and/or review.
202	Case management solution must be customizable to Medicaid's business processes and names and numbers specific to each unit and/or division within the Agency.
203	Incorporate tools such as spell-check option for all free-form data entry fields and use drop-down list options for common data elements such as date fields, provider types, etcetera to improve accuracy of data.
204	Provide tracking for individual cases, multiple cases (projects), and policy recommendations. Each case type has a unique set of fields and events that reflect the unique characteristics and processes for that case.
205	Adapt as the Agency's business processes change and have the ability to modify activities in order to control the progression of cases. This includes the ability to add new activities to match changing business logic and names. The Agency should be able to make changes without the assistance of a vendor.
206	Provide case deconfliction services. (e.g. Notify the user if a review/investigation has recently been opened/completed on a provider or recipient prior to opening a new case.)
207	Provide a detailed plan for data migration of all existing cases and scanned and uploaded documents from various Agency drives into vendor's proposed case management system. Old cases must maintain the association with their scanned and uploaded documents.
209	Track delivery confirmation of documents/correspondence to provider within a case/file.
210	Batch produce letter templates using standardized language and data.
211	Support digital signatures to enable letters to be automatically generated and signed once a supervisor gives approval. The intent is for the vendor to provide the ability to put an electronic picture of a signature on a letter, in lieu of an actual wet signature.
300 Workflow Management	
301	Track time (days) spent on a case by user and unit for purpose of measuring employee performance
302	Reassign a specific case or file from one user to another for resource allocation purposes.
303	Allow for users to see all assigned case and identify all of their open cases and those which have deadlines that are approaching or have been passed.
304	Provide Alerts/Notifications to notify when a new complaint is received.
305	Update multiple cases in a project by selecting certain cases from case management, selecting a particular activity, and then, in a batch process, update all cases simultaneously.
306	Upload Electronic Health Records (EHRs) and associate them with a particular case and the specific claims within the case.
307	Provide for on-line review and approval by management of key steps within the audit process.
400 Compatibility and Integration	
401	Access information from Medicaid DSS for the purposes of collecting provider/owner demographics for case development.

402	Connect to other agency databases for data sharing (internal and external databases)
403	Provide centralized case management.
404	Record complaints from various sources, including an online complaint form. Complaint will then be triaged by PID staff to determine if audits/investigations case needs to be opened.
405	Download exclusionary files at the state and federal level and identify any providers that are ineligible to participate in the Medicaid program.
406	Be compatible with all Microsoft products
500 Document Management	
501	Upload/Scan documents and assign them to a particular case or project/multiple case or project. Some of the documents include, but are not limited to: emails, MS Office documents, PDF, medical records, legal documents, electronic health records, and electronic files (voicemails, interviews)
502	View all historical scanned/uploaded documents currently stored on Agency network drive(s) by relinking them to cases transferred to new tracking system.
503	Provide repository for Medicaid policies and procedures storage for case reference.
600 Reporting	
601	Have the ability to develop ad hoc reports on all fields stored in case management system.
602	Export reports to multiple formats including PowerPoint, PDF, EXCEL, WORD, ACCESS, and HTML.
603	Create dashboard reports that will provide a quick overview of established Agency performance measures to include, but is not limited to, overpayments recovered, cases closed, referrals made, claims denied due to pre-payment review, and sanctions imposed.
605	Measure individual performance of employees, units and divisions by way of detail reports and dashboard-type summary reports.
606	Design automatically generated reports which are created on a set schedule.
607	Create custom reports that may be reopened and executed by user at later time.
608	Create case-specific reports including case summaries and detailed reports that include the following: list of activities, documents, findings, payments, etc.
700 Security	
701	Support security administration following established Agency security models for network, database and file systems which will enable multiple different user levels including, but not limited to, administrative, supervisory, and user.
702	Supply a copy of Vendor's security policy.
703	Provide an audit trail by tracking activity history that will include who made a change to a case. Users with ability to modify activities should also be identified in an audit trail.
704	Support digital signatures to enable letters to be automatically generated and signed once a supervisor approves.

The vendor must also identify in the proposal how their system will align to the following CMS seven conditions and standards. ***The Vendor is required to use the identification number assigned to each condition and standard.*** The official copy of the CMS Seven Conditions and Standards can be found in the procurement library.

<u>ID #</u>	<u>Conditions</u>	<u>Standards</u>
1	Modularity Condition	Use of a modular, flexible approach to systems development, including the use of open interfaces and exposed application programming interfaces; the

		separation of business rules from core programming; and the availability of business rules in both human and machine readable formats.
2	MITA Condition	Align to and advance increasingly in MITA maturity for business, architecture, and data.
3	Industry Standards Condition	Ensure alignment with, and incorporation of, industry standards: the Health Insurance Portability and Accountability Act of 1996 security, privacy and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with Federal civil rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act; and standards and protocols adopted by the Secretary under section 1561 of the Affordable Care Act.
4	Leverage Condition	Promote sharing, leverage, and reuse of Medicaid technologies and systems within and among States.
5	Business Results Condition	Support accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public.
6	Reporting Condition	Produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.
7	Interoperability Condition	Ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

C.2. Training

The Vendor shall provide electronic system administrator and user manuals and initial training to all staff that will review the referrals of the advanced detection component. Training will be held at the Agency. In addition to all-encompassing system administrator and user manuals, screen-specific online “Help” should be developed for features on the screen. The Vendor shall submit all Administrator and User Training Manuals to the Agency for review and approval at least ten (10) business days prior to the actual training.

C.3. Project Management

The Vendor shall be knowledgeable of and actively apply professional project management standards.

C.4. Implementation Requirements

The Vendor shall prepare and submit to the Agency for approval a final project implementation plan no later than five (5) business days following the execution of the resulting Contract. The final project implementation plan shall be based upon the preliminary implementation plan submitted with the Vendor's response to this RFP, and shall be finalized in coordination with Agency staff to ensure readiness to complete required tasks by dates specified in the resulting Contract. Meetings with the Agency to finalize the implementation plan shall be provided at no cost to the Agency.

The Vendor shall participate in meetings with the Agency and relevant parties prior to submission of the final project implementation plan for purposes of coordinating Contract implementation activities. The final project implementation plan shall include, but is not limited to, the following:

- All tasks to be performed by the Vendor and the Agency during the implementation phase through operation. The Agency anticipates full implementation to be completed within five (5) months of the effective date of the resulting Contract;
- Expected dates of completion of all tasks and identification of the parties/staff responsible for each task; and
- Identification of barriers and possible resolutions.

Any unapproved deviation by the Vendor from the Agency-approved final project implementation plan shall be regarded by the Agency as a material breach, and all remedies provided in Section C.11, Performance Standards and Liquidated Damages and under law, shall become available to the Agency.

C.5. Deliverables

The Vendor shall provide the following deliverables to the Agency within the timeframes indicated in the table below. The Agency reserves the right to request modification of the deliverables, if needed, prior to the Agency's approval of the deliverable(s). Deliverable due dates may be modified, if approved in writing, in advance by the Agency. Additional deliverables may be included as a result of Contract negotiations.

Deliverables	Due Date
Submit Final Project Implementation Plan, including proposed schedule.	No later than five (5) business days after the execution of the resulting Contract.
Phase 1 - Requirements gathering: Begin conducting Joint Application Development (JAD) sessions with users. The information gathered in these sessions will be used to identify any necessary modifications or customizations to the 100% web-based solution that will need to be developed prior to full scale System implementation.	No later than ten (10) business days after effective date of the resulting Contract.
Phase 2 – Modifications/Construction: This phase will	No later than May 2014

include constructing the modifications/customizations identified in the JAD sessions and preparing the solution for implementation.	
Configure templates: As part of the customization of the 100% web-based solution, templates will need to be developed pursuant to the System requirements described in Section C, Services To Be Provided By The Vendor, C1., Advanced Fraud Detection and Case Management.	No later than one month after the effective date of the resulting contract.
Phase 3 – Data Migration: This phase will include the complete and successful transfer of data from the existing Agency network drive(s) to the new System.	No later than twenty (20) business days prior to installation date.
Phase 4 – Training: This phase includes creating training manuals and training end users.	Within ten (10) business days of installation.
Phase 5 – Additional Training and Maintenance: This phase includes any additional training for end users and providing maintenance for the solution after installation.	Within ten (10) business days of installation.
Phase 6 – Testing: This phase includes conducting developer and end user testing of the System to ensure the product meets the identified requirements. This includes documentation of vulnerabilities and model outcome reports.	No later than four months after the effective date of the resulting contract.
Phase 7 – Access: This phase includes creating full access to the 100% web-based System for use by the Agency.	No later than five months after the effective date of the resulting contract.
Weekly Project Status Reports to determine project progress and to ensure the project stays on schedule.	Ongoing – during each weekly meeting.
Monthly Project Status Reports and Invoices	By the 15th day of each month.
Ad Hoc Reports	Within ten (10) business days of the Agency’s request.
Annual Report and Lessons Learned. This report along with any data and/or models will also be shared with CMS.	Within thirty (30) days after the end of the contract year.
Report formats	Finalized and approved by the Agency no later than twenty (20) business days after execution of the resulting Contract.
Submit all subcontracts, any amendment(s) to approved subcontracts, or terminations of approved contracts	No later than fifteen (15) calendar days prior to the effective date of the subcontract and/or the amendment.

C.6. Reporting

The Vendor shall adhere to reporting requirements included in this section. The Agency will not compensate the Vendor for development and/or submission of weekly, monthly and/or ad-

hoc reports. The Agency reserves the right to direct the Vendor to amend or update its reports and/or report formats in accordance with the best interests of the Agency and at no cost to the Agency. The Agency will notify the Vendor of such modification in writing.

All electronic transmission of reports and supporting documentation containing Personal Health Information (PHI) as defined by Health Insurance Portability and Accountability Act of 1996 (HIPAA) must be encrypted to meet the HIPAA privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted utilizing Microsoft Word or Excel, Version 2007 or greater. The Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.

Report formats shall be finalized and approved by the Agency no later than twenty (20) business days after the effective date of the resulting Contract.

At a minimum, the Vendor shall submit the following reports:

1. Weekly Status Reports

The Vendor shall prepare and submit to the Agency's Contract Manager a weekly project status report at each weekly meeting. The weekly status report shall include the following:

- General status report;
- Completed activities;
- Planned activities;
- Project issues and possible solutions;
- Risk status;
- Executive summaries; and
- An accounting of the staff members and hours worked during the week.

2. Monthly Status Reports

By the 15th of each month the Vendor shall prepare and submit to the Agency's Contract Manager a monthly status report which shall include a summary of the weekly reports provided during the prior month. In addition, the monthly report shall include future activity highlights and identification of possible barriers to the project and proposed resolutions and a summary of quality assurance requirements and activities performed during the reporting month as described in Section C.9, Quality Assurance.

3. Ad Hoc Reporting

Ad hoc reports requested by the Agency shall be submitted within ten (10) business days after the date of the Agency's request, unless otherwise specified by the Agency.

4. Annual Report and Lessons Learned

The Vendor shall submit an annual report to the Agency within thirty (30) days after the end of the contract year, which shall include a summarization of the entire Project, proposed plan for future enhancements, and the lessons learned through the project during the year.

C.7. Contract Closure And Transition Requirements

The Agency shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information, data, and software that is developed, derived, documented, or furnished by the successful vendor under any contract resulting from this RFP.

All products listed in this RFP and the resulting Contract shall become the property of the Agency. Upon termination of the Contract resulting from this RFP, or upon dissolution/transfer of the company awarded the Contract resulting from this RFP, the Agency shall retain ownership of all data, reports, hardware, software or any other product produced in response to the Contract resulting from this RFP, whether or not the vendor has completed performance of the entire Contract.

C.8. Enhancements

The Vendor may propose enhancements to the implemented System during the term of the Contract. The Agency may accept or reject suggested enhancements by the Vendor in its sole discretion. Additionally, the Agency may request the Vendor conduct additional enhancements during the term of the Contract if, in the Agency's sole discretion, such enhancements are in the best interests of the state. All enhancements and associated fees must be negotiated and approved by the Agency prior to implementation by the Vendor and the Contract amended accordingly.

C.9. Quality Assurance

The Vendor shall establish and maintain written internal quality assurance policies for meeting the service and requirements specified in this RFP. The Vendor's quality assurance policies shall address, at a minimum:

1. Designated individual(s) responsible for high-level quality assurance activities associated with or that affect the resulting Contract;
3. Escalation procedures; and
3. Performance improvement processes.

C. 10. Vendor Staffing

The Vendor shall demonstrate the ability to secure and retain professional staffing levels sufficient to complete the services and meet the requirements specified in this RFP and in the resulting Contract. This includes, but is not limited to, individuals with experience in healthcare, fraud, waste and abuse detection, and Medicaid that will support the Agency in expanding its current Program Integrity efforts as well as exploring new areas of fraud, waste and abuse prevention and detection for Medicaid fee-for-service and managed care. The

Vendor shall be prepared at all times to recruit qualified staff, as required under applicable state and federal laws and/or regulations, and as defined below, to implement all aspects of the services required in this RFP and the resulting Contract within the stated timeframes.

In the event the Agency determines that the Vendor's staff or staffing levels are not sufficient to complete the services specified in this RFP and the resulting Contract, it may advise the Vendor in writing and the Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiency(ies) to the satisfaction of the Agency. The Vendor shall not reassign any personnel whose continued presence would be essential to the completion of the resulting Contract services.

At a minimum, the Vendor shall assign and dedicate the following key staff positions to the resulting Contract:

1. Contract Manager

The Vendor shall assign and dedicate a contract manager to coordinate all resulting Contract activities between the Agency and the Vendor. Medicaid experience is preferred. The Contract Manager shall meet with Agency staff in person or by telephone at the request of Agency representatives to discuss issues pertinent to the resulting Contract.

2. Project Manager

The Vendor shall assign and dedicate a project manager to coordinate day-to-day activities between the Agency and the Vendor. The Vendor's project manager shall possess a Bachelor's Degree, be a full-time employee dedicated solely to the resulting Contract for no less than forty (40) hours per week, excluding weekends and state of Alabama-observed holidays, and have a minimum of 3 years of experience managing projects of similar scope to the requirements of this RFP.

The Vendor's project manager shall work directly with the Agency and shall have authority to maximize the efficiency and effectiveness of services required under the resulting Contract. The Vendor must identify the proposed Project Manager and whether the individual is currently employed with its company. Three (3) professional references must be submitted for the Project Manager. The selected Vendor must acknowledge that the Project 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.

The Vendor shall not enter into any subcontract for services to be provided under the resulting Contract without the express written prior consent of the Agency. The Vendor shall maintain full responsibility for all work to be performed under the resulting Contract. Each approved subcontractor shall be subject to the same terms and conditions as the Vendor.

The Vendor shall submit all subcontracts, any amendment(s) to approved subcontracts, or terminations of approved contracts to the Agency no later than fifteen (15) calendar days prior to the effective date of the subcontract and/or the amendment. The Agency's Contract Manager shall approve or deny subcontracts in writing within fifteen (15) business days of receipt.

C.11. Extra Contractual Staff Support

In the event the Agency determines the need for support in conducting audits and investigations, the Vendor shall provide professional support to assist in completing reviews and field investigations on both providers and recipients. This staff may include registered nurses or higher level nurses, field investigators, health analytics specialists, pharmacists, and pharmacy technicians.

- a. **Registered or higher level nurses** to conduct audits on providers (except pharmacy and dental providers) and recipients.
- b. **Field investigators** to conduct investigations on providers and recipients on suspected fraud cases. These cases may result in referrals to the Medicaid Fraud Control Unit (MFCU) or a local district attorney.
- a. **Health analytics specialists** to assist the agency in analyzing reports and data generated by the system.
- b. **Pharmacists and Pharmacy Technicians** to conduct audits of pharmacies and recipients suspected of abusing their services. Recipients proven to be abusing their services will be placed in the Agency’s lock-in program.
- c. **Dentist and Dental Hygienist** to conduct audits on all dental providers.

C.12. Performance Standards And Liquidated Damages

The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in the table below. Additional performance standards and liquidated damages may be included as a result of Contract negotiations.

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard	Liquidated Damage
The Vendor shall submit all deliverables and complete all “Phases” in accordance with the due dates in Section C.5., Deliverables, as approved by the Agency in the Final Project Implementation Plan.	One percent (1%) of the total payment amount per incident per day beyond the due date of the deliverable/completed phase.
The Vendor shall submit weekly and monthly reports by the due dates outlined in Section C.6., Reporting.	\$100.00 per incident per day beyond the due date of the required report.
The Vendor shall submit ad-hoc reports within ten (10) business days of the date of the Agency’s request, unless otherwise specified by the Agency.	\$100.00 per incident per day beyond the due date of the ad-hoc report.
The Vendor shall submit all subcontracts, any amendment(s) to approved subcontracts, or terminations of approved contracts to the Agency in accordance with the due date in Section C.10., Vendor Staffing.	\$100.00 per incident per day beyond the due date of the subcontracts/amendments.

The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the resulting Contract and may determine the level of sanction based upon an evaluation of the severity of the deficiency. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the resulting Contract and under law, shall become available to the Agency.

A. General Liquidated Damages

1. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to meet a deadline or perform as specified in this Contract, not to exceed five percent (5%) per month.
2. The Agency may impose upon the Vendor liquidated damages of five hundred dollars (\$500) to five thousand dollars (\$5,000), per incident per occurrence, depending upon the severity, if the Vendor inappropriately releases Protected Health Information. In addition, federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act of 1996.

B. Corrective Action Plan

If the Agency determines that the Vendor is out of compliance with any of the provisions of the Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies up to termination of the resulting Contract.

1. In the event the Agency identifies a violation of the resulting Contract, or other non-compliance with the resulting Contract, the Agency shall notify the Vendor of the occurrence in writing. The Agency shall provide the Vendor with a timeframe for corrections to be made.
2. The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
3. The Vendor shall implement the CAP only after Agency approval.
4. The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
5. If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of the resulting Contract and shall be subject to liquidated damages.
6. Except where otherwise specified, liquidated damages of five hundred dollars (\$500) per day may be imposed on the Vendor for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.

C.13. Ownership

Should the Agency elect to purchase software rather than opting for a cloud based solution, the State of Alabama shall have all rights of ownership in software, any modifications thereof, and all associated documentation designed, developed, or enhanced by the Vendor for the System in the performance of its duties under this agreement. The Vendor shall obtain for the Agency any necessary licenses for all commercial or proprietary software not owned by the Vendor that are necessary for the performance of the duties and obligations expressed in this agreement. The Agency shall be provided with a working electronic copy of the software (including all databases, objects and source code) with the right to modify it as necessary to support the business needs of the Agency.

III. 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.

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.

IV. 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.

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

V. Corporate Background and References

Entities submitting proposals must:

- a. Provide evidence that the Vendor possesses the qualifications required in this RFP.
- b. Provide a description of the Vendor's organization, including:
 1. Date established.
 2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
 3. Number of employees and resources.
 4. Names and resumes of Senior Managers and Partners in regards to this contract.
 5. A detailed breakdown of proposed staffing (including subcontractors), including names and resumes of all employees that will be assigned to this project.
 6. A list of all similar projects the Vendor has developed, implemented and maintained within the last three years or was recently awarded.

7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
 8. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
 9. Vendor's acknowledgment that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
 10. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.
- c. Have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the state of Alabama until it obtains a Certificate of Authority from the Secretary of State, Section 10-2B-15.01, et seq., Code of Alabama 1975. 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 bid.
- d. In the space provided in Attachment H, furnish three (3) references for work similar in nature to that specified in this RFP. **You may not use any Alabama Medicaid Agency personnel as a reference.**

The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract.

VI. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 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>	Jacqueline G. Thomas
<i>Address:</i>	Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624
<i>Telephone Number:</i>	334-242-5318
<i>Fax Number:</i>	334-353-5278
<i>E-Mail Address:</i>	jacqueline.thomas@medicaid.alabama.gov

C. RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc, will be posted to the Agency's website at www.medicaid.alabama.gov.

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from the State. Each question must be submitted to the Project Director via email. **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

Vendor's response must specify a firm and fixed price for each component listed on Attachment I, Price Proposal Sheet. The Total Evaluated Price from Attachment I must be entered on the RFP Cover Sheet and submitted with the proposal response.

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-CMFD-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. Vendor must identify the original hard copy clearly on the outside of the proposal.

O. Late Proposals

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

P. 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. 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 screen prints, charts, spreadsheets, etc.) with tabs delineating each section.

VII. Evaluation and Selection Process

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

All proposals will initially be classified as either "responsive" or "non-responsive." Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

Proposals failing to demonstrate that the Vendor meets the mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

B. Determination of Responsibility

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

C. Opportunity for Additional Information

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

D. Vendor Oral Presentations

The State reserves the right to schedule oral presentation with Vendors as part of the evaluation process. Oral presentations, if required as the State's sole discretion, if required will be conducted as 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	20
Scope of Work and General RFP Requirements	35
Price	45
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.

VIII. General Terms and Conditions

A. General

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

The contract shall include the following:

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

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for two years effective April 1, 2014 through March 31, 2016. Alabama Medicaid shall have three, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

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

D. Contract Amendments

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

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

E. Confidentiality

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

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

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

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

F. Security and Release of Information

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

G. Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be

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

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

H. Contract a Public Record

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

I. Termination for Bankruptcy

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

J. Termination for Default

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

K. Termination for Unavailability of Funds

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

L. 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 design, implement, monitor, and address special situations related to a new Advanced Fraud Detection and Case Management System as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. The response includes (if applicable) 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. The current copy of these documents can be found on the Q drive or MACS in the LEGAL/Contract Forms folder.

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: Past Performance – Reference Forms

Attachment I: Price Proposal Sheet

Attachment J: Intent to Attend Mandatory Vendor Conference

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

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

Tax ID: _____

APPROVED:

General 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 unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 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 material breach by Business Associate, Covered Entity may, at its option:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Agreement; or

3. If neither termination nor cure is feasible, 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 termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. GENERAL TERMS AND CONDITIONS

- a. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply 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 take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the Privacy Rule 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: _____

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

Revised: 04/11/2011

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER
()

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER

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

This form is provided with:

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

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

- Yes
- No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

- Yes
- No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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 DEPARTMENT/AGENCY	ADDRESS	STATE

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
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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
501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624
www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

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



STEPHANIE MCGEE AZAR
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.

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

By: _____

Its _____

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

WITNESS: _____

Print Name of Witness

PAST PERFORMANCE - 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 Past Performance 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 Past Performance references under this RFP.

References should be available for contact during normal business hours, 8:00 AM – 4:00 PM, Central Time. The Agency will attempt to contact each reference by telephone up to three (3) times. In the event the contact person indicated cannot be reached following three (3) attempts, the respondent will receive a score of zero (0) for that reference evaluation. The Agency will not attempt to correct incorrectly supplied information.

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-CMFD-01
PRICE PROPOSAL SHEET**

Pricing Schedule A
Fixed Fee Components

Bid Component	Price per year
Case Management - Licenses, Support, and Updates costs. Actual contract is 2 years with three 1 year extensions at the discretion of Alabama Medicaid.	\$
Implementation Cost	\$

Pricing Schedule B
Contingency Fee Services

Bid Component	Price as a percent of recovered Monies
Advanced Fraud Detection Analytics – Staff, Support, and Updates to be paid by this percentage of recovered monies identified through the analytics tool. This percentage is capped at 9.5%.	\$1,000,000* x _____ % = \$ _____

***For evaluation purposes only**

Pricing Schedule C
Extra Contractual Staff Support

Contract Item	Hourly Rate	Number of Hours	Extended Price
a. Nurses of RN or higher level		480	
b. Health analytics support specialist		320	
c. Field Investigators		320	
d. Pharmacist		160	
e. Pharmacy Technician		160	
f. Dentist		160	
g. Dental Hygienist		160	

Pricing Schedule D
Evaluated Price

Contract Item	Price
Fixed Price (from Schedule A)	\$
Contingency Price (from Schedule B)	\$
Extra Contractual Staff Support	\$
Total Evaluated Price	\$

THIS SHEET MUST BE INCLUDED IN THE PROPOSAL RESPONSE.

INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE NOTIFICATION

This form acknowledges that _____ (company name) intends to attend the mandatory Pre-Proposal Conference for the Advanced Fraud Detection and Case Management Systems RFP. This conference is **mandatory** for all vendors that will be submitting a response to the RFP. This sheet must be received by 5:00 p.m. on October 1, 2013.

NOTE:

On the day of the pre-proposal conference, the vendor shall provide a high capacity hard drive w/encryption in order for Alabama Medicaid to load the data. The drive should hold at a minimum 1 (one) terabyte of data. The vendor should provide pre-paid shipping package for use when returning the loaded drive to the vendor. Alabama Medicaid will zip and encrypt the data using SecureZip for Windows.

COMPANY NAME

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

COMPANY ADDRESS

Phone: _____

FAX: _____

Email: _____

Date: _____