ALABAMA MEDICAID AGENCY

REQUEST FOR PROPOSALS

RFP Number: 2014-TPL-01	**RFP Title: Medicaid Third Party Liability Services**
RFP Due Date and Time: September 2, 2014 by 5:00 p.m., Central Time	**Number of Pages: 65**

PROCUREMENT INFORMATION	
Project Director: Keith Thompson	**Issue Date: August 1, 2014**
Phone: (334) 242-5248 **E-mail Address:** **keith.thompson@medicaid.alabama.gov** **Website: http://www.medicaid.alabama.gov**	**Issuing Division:** **Third Party Division**
INSTRUCTIONS TO VENDORS	
Return Proposal to: **Keith Thompson** **Director** **Third Party Division** **Alabama Medicaid Agency** **Lurleen B. Wallace Building** **501 Dexter Avenue** **PO Box 5624** **Montgomery, AL 36103-5624**	**Mark Face of Envelope/Package:** **RFP Number: 2014-TPL-01** **RFP Due Date: 9/2/2014 by 5 p.m., CT**

VENDOR INFORMATION ***(Vendor must complete the following and return with RFP response)***	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:

Section A. RFP Checklist

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

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

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

4. ____ **Use the forms provided**, i.e., cover page, disclosure form, 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 and Business Associate Agreement** to expedite the contract approval process. The successful contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

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

Section B. Schedule of Events

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

EVENT	**DATE**
RFP Issued	8/1/14
Deadline to Submit Questions	8/12/14
Final Posting of Questions and Answers	8/15/14
Proposals Due by 5 pm CT	9/2/14
Evaluation Period	9/8/14 – 9/12/14
Contract Award Notification	9/19/14
**Contract Review Committee	12/4/14
Official Contract Award/Begin Work	1/1/15 **

* *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 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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Section I. General Medicaid Information

The Alabama Medicaid Agency (Medicaid) 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 to low income individuals through a partnership with health care providers and other health care insurers both public and private.

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven district offices throughout the state and by out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In FY 2013, more than 1,095,266 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

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

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

In October 2016, Medicaid will implement Medicaid managed care utilizing Regional Care Organizations (RCOs). Once implemented, the RCO's will bear the risk of contracting with the State to provide the health care for Medicaid recipients. Initially, recipients receiving nursing home, hospice and HCBS waiver services, foster children, Plan 1st recipients, and recipients with dual eligibility (Medicare and Medicaid) will be excluded from the RCOs. As a result, the RCO will be responsible for certain aspects of the coordination of benefits for its members.

Once RCOs are fully implemented, this may have some impact to the volume of third party services performed by the vendor.

Additional program information (including RCO information) can be found at www.medicaid.alabama.gov.

Section II. General Vendor Requirements

Medicaid is requesting proposals from vendors with the experience and technical expertise for providing third party services necessary to: identify and verify third party insurance leads for cost saving and recovery purposes, investigate cases with liable third party resources, initiate actions to recover benefits, recover monies for medical care for which another party is responsible, and provide reports of all work performed as defined in the scope of work section.

Medicaid, as a payer of last resort per 42 CFR§ 433.138, seeks to fulfill the federal Medicaid requirement for identifying, cost avoiding, and/or recovery from third party payers. Medicaid is jointly funded by the State and Federal governments. Service delivery is accomplished through a variety of relationships and agreements with public and private medical providers and state agencies. Providers are reimbursed for their services by Medicaid through a fiscal agent who administers Alabama's Medicaid Management Information System (MMIS).

General Services Required:

- Develop procedures, implement and operate functions to identify and verify liable third parties as defined by state and federal law including but not limited to performing sophisticated data matching.

- Pursue recovery of Medicaid funds from liable third parties including but not limited to casualty and estate recovery, and some commercial and Medicare billings/recoupments. Perform any additional recovery projects or other initiatives whether or not considered Third Party Liability (TPL) activities, as mutually agreed upon and assigned by the Alabama Medicaid Agency.

Staffing Required:

Medicaid requires a vendor who will provide a Project Team comprised of staff exclusively dedicated to the Alabama TPL Program. Required Project Team must, at a minimum, include a named Project Director, and an adequate number of Project Team Members to fulfill Medicaid's requirements for each TPL scope of work. A job description of responsibilities must be provided for all proposed members of the Project Team for this contract. Vendor's response must indicate the time commitment for all proposed staff.

Project Director

The named Project Director must be exclusively dedicated to this contract, throughout the duration of the contract unless a death or an unforeseeable circumstance occurs. The proposed Project Director and any replacement of the same must have Medicaid's prior approval before beginning work on this contract.

• Vendor must submit a resume for the Project Director that details his/her work experience that he/she possess the knowledge/skills/ability to plan, conduct, and supervise work to be completed under this contract and as identified below.

• The Project Director must be capable of meeting the following qualifications and requirements:

a. have a minimum of three (3) years experience managing a project the scope and size of this RFP;

b. have a thorough knowledge of TPL and Medicaid requirements as they relate to recoupment and third party resources;

c. have the authority to make decisions and be totally responsible for all operations throughout the life of this Contract;

d. provide executive direction for the accomplishment of work under the RFP and the Contract;

e. have authority for staffing and operations decisions, with Medicaid's approval;

f. possess the knowledge, skills and ability to apply new management practices and innovative methods and procedures for managing all aspects of this project; and

g. conduct periodic telephonic and face-to-face meetings with Medicaid's TPL Director or the director's designee as requested by Medicaid;

h. ensure Project Team members fulfill the following

1. plan, schedule, track, and control the project on a day-to-day basis in coordination with the Project Director;
2. provide regular status reports to Medicaid's TPL Director, including periodic on-site meetings;
3. report any issues that are causing delays and/or problems on the project;
4. resolve issues reported by Medicaid's TPL Director or his designee within the agreed upon timeframe by Medicaid and vendor;.
5. escalate critical issues to Medicaid senior management for resolution within one (1) business day from notification of issue.

Project Team Members

• Vendor's additional staff must have a background in health care administration, nursing, medical information, or legal administration and must possess a minimum of two (2) years of professional experience in overpayment investigation/detection or a related field that demonstrates expertise in reviewing, analyzing, and developing information and making appropriate decisions.

• Vendor must provide the following in regards to its proposed staffing personnel:

a. organizational chart that shows the proposed number of staffing for each scope of work and level of authority and the time commitments of each staff (full-time/part-time);

b. description of responsibilities for all proposed staff, including the names and title, working with this contract. Any updates/changes/replacements will be made with the approval of Medicaid.

Vendor is required to maintain an employee training manual for all positions that will be dedicated to this project. The vendor is required to provide to Medicaid a copy of all Operation and Procedure Manual(s) and Employee Training Manual(s) utilized for the Alabama TPL project and inform Medicaid when revisions are made to any manuals. In addition, written notification must be provided to Medicaid prior to any changes to the Project Team by Vendor. In the event of termination, reassignment or both, notification to Medicaid must be made within 24-clock hours of the action to be, or already taken.

All information contained in this RFP and 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.

Section III. Scope of Work

A. GENERAL OVERVIEW

This RFP includes a variety of both automated and manual Third Party Liability activities. 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 limitations for covered services, provider types, state plan benefits, and federal and state law. All activities should augment current Medicaid processes and must not duplicate Alabama Medicaid's work effort. The components and services **required** for this proposal are described in III. B. through III. K. The scope of work the State is requesting is as follows:

B. Automated Data Matching to Identify Commercial Coverage

The vendor must describe its work plan and capabilities for performing specific functions to enhance the State's efforts with identifying new and verifying liable commercial insurance coverage and loading updated TPL information into the Medicaid Management Information System (MMIS) and any other State partner for cost avoidance, including but not limited to:

1. Routine and scheduled data matching with top commercial insurance carriers, including pharmacy benefit managers (PBMs).
2. Federally required and non-routine matches to identify new commercial insurance coverage, including but not limited to:
   a. Workman's Compensation to identify recipients obtaining benefits for which Medicaid needs to cost-avoid the payment of medical claims.
   b. An annual data match with the military's Defense Enrollment Eligibility and Reporting System (DEERS) to identify recipient's with Tricare or Champus and their dates of coverage.
   c. State Wage match with the Alabama Department of Industrial Relations to identify working recipients or caretakers of recipients who have or could have access to employer-based insurance.
3. Process medical record requests within 5 working days of receipt from attorneys, insurance companies, and recipients in order to identify potential insurance coverage. Alabama has an administrative rule that requires providers to notify Alabama Medicaid when releasing medical or claims records outside of permitted circumstances. (See Administrative Code Rule No. 560-X-20-.05). The vendor will be required to send a response back to the initiator of these requests within 5 days. Medical record requests can be a source for new insurance leads.
4. Utilizing a daily extract file from Medicaid's MMIS, perform daily data matching on new Medicaid eligibles with top commercial insurance carriers.
5. Provide add files (monthly and daily) of new insurance coverage to Medicaid's MMIS fiscal agent for loading onto Medicaid's commercial insurance policy file.

C. Medical Support Enforcement

The vendor must describe its work plan and capability for performing specific functions to support the medical support enforcement efforts between Alabama Medicaid and the Alabama Department of Human Resources (DHR), the state's child support enforcement agency. Minimum services needed:

1. Identify (via data matches, surveys to employers, etc.) insurance coverage or access to coverage with absent parents of Medicaid recipients who have been court ordered

to provide medical coverage. This function will require the sharing of data and coordination with DHR to identify cases where medical support is ordered.

2. Provide new coverage add files to Medicaid's MMIS fiscal agent for loading onto Medicaid's policy file.
3. Identify unfulfilled medical support orders to refer to DHR.
4. Provide a monthly and an annual data file to DHR of all Medicaid eligible children. Monthly data will include Medicaid eligibility and household data, insurance information, and aggregate Medicaid paid claims data.
5. Participate in quarterly coordination meetings with Medicaid and DHR in order to identify additional opportunities for further medical support enhancements.

D. Casualty Recovery

The vendor must describe its work plan and capabilities for performing specific functions in order to identify, track and pursue subrogation recovery of Medicaid funds from casualty and litigation related cases (including cases involved in mass tort/global settlements), including but not limited to:

1. Federally required matches to identify new casualty cases:
    a. Alabama Department of Public Safety traffic accident reports.
    b. Workman's Compensation to identify recipients obtaining benefits for which Medicaid may have subrogation rights.
2. Process medical record requests within 5 working days of receipt from attorneys, insurance companies, and recipients in order to identify potential casualty cases. Alabama has an administrative rule that requires providers to notify Alabama Medicaid when releasing medical or claims records outside of permitted circumstances. (See Administrative Code Rule No. 560-X-20-.05). The vendor will be required to send a response back to the initiator of these requests within 5 days. Medical record requests are a major source for new casualty recovery leads.
3. Perform diagnosis and trauma code editing and follow-up activities on such claims in order to identify legally liable third parties that need to be tracked for recovery so that the State will meet 42 CFR 433.138 requirements.
4. Set up casualty cases when appropriate and track to completion.
5. Take action to identify Medicaid claims that will be assigned to the case and determine the amount owed to Medicaid within Medicaid's guidelines and 30 day turnaround requirements.
6. Monitor active cases and re-evaluate/update every 90 days until a settlement is reached.
7. File claim with the attorney or insurance company and facilitate settlement negotiations, when appropriate, and in accordance with Medicaid procedures.
8. Provide state staff with access to contractor's case tracking system that will identify the stage of progression for each casualty recovery case being worked by the contractor.
9. Provide weekly automated updates to the MMIS fiscal agent on casualty cases that are performed by the contractor. Updates to the MMIS shall be provided in a separate file extract in a format approved by the State.
10. Provide to Medicaid a monthly report containing subrogation case amounts, payments collected, and outstanding balances.

E. **Estate Recovery**

The vendor must describe its work plan and capability for performing specific functions in order to pursue recovery from the estates of deceased Medicaid recipients and/or their spouses who are

age 55 and over, institutional recipients (regardless of age), and from trusts established for Medicaid recipients. Assets for these individuals must be identified and monitored for possible estate recovery.

Specific services needed, but not limited to, are:

1. Identify deceased recipients who have assets and meet the age requirement.
2. Cross match with vital statistics records social security numbers of Medicaid recipients in order to notify Medicaid of death of recipient in a timely manner.
3. Cross match recipient's social security number to determine if an estate has been or will be opened in the probate court system.
4. Perform asset verification matches for determining unreported assets of recipients.
5. Determine if Medicaid needs to file a claim.
6. In cases where assets are identified and the family does not open estate, determine if it is cost-effective for Medicaid to open an estate.
7. Take action to determine the amount owed Medicaid.
8. File a claim.
9. Provide state staff with access to contractor's case tracking system that will identify the stage of progression for each estate recovery case being worked by the contractor.
10. Provide automated updates to the MMIS fiscal agent on estate recovery cases that are performed by the contractor once the case has been fully processed. Vendor must submit updates to the MMIS within 30 calendar days in a format approved by the State.

Other services needed:

- Assist Medicaid with writing a state plan for estate recovery.
- Provide outreach and education for courts, attorneys, recipients, family members, Medicaid staff, nursing homes, other government agencies and special interest groups.
- Assist Medicaid in developing policies and procedures for estate recovery.
- If state legislation is passed requiring all estates opened in probate to obtain a letter from Medicaid indicating the Agency's intent to file a claim against the estate, vendor will provide staffing and resources to process the requests and pursue Medicaid's claim against applicable cases.

F. Special Need Trusts (SNTs)

The vendor must describe its work plan and capability for performing specific functions in order to identify 42 USC 1396P (d)(4)(a) Special Need Trusts and 42 USC 1396P (d)(4)(c) Pooled Trusts (with exception of Alabama Family Trusts) and perform an annual financial accounting of trust expenditures.

Minimum services needed are:

1. Maintain a database of identified SNTs that belong to Alabama Medicaid recipients and provide state staff with access to contractor's database. Vendor must also submit SNT case file data and updates to the MMIS TPL subsystem within 30 calendar days from the date of approval.
2. Review trust documents to verify compliance with requirements of Federal and State law and Medicaid policies and provide Medicaid with a final copy for Agency approval within 5 days.
3. Coordinate with Medicaid on any issues identified with a SNT.
4. Conduct outreach with elder law attorneys, banks, casualty attorneys and other entities who assist with a settlement and/or are involved in the setting up of a trust.
5. Correspond with recipient sponsors and other individuals associated with a SNT.

6. Annually monitor SNT expenditures to ensure that distributions are made in accordance with the rules set forth in the Social Security Administration's Program Operations Manual System (POMS), and official Medicaid Agency policy regarding distributions from Special Needs Trusts.
7. Answer questions regarding appropriate SNT expenditures and disbursements.
8. Provide a point person with legal expertise (paralegal, attorney, etc.) who will be dedicated solely to this scope of work.

G. Credit Balance Audits

The vendor must describe its work plan and capability for performing specific functions for identifying and recovering overpayments (credits owed to Medicaid) from providers via on-site audits and desk reviews. Credit balance reviews will only be conducted on providers that have been approved by Alabama Medicaid.

H. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System

The vendor must describe its work plan and capability for performing recovery billings, rebillings, and recoupments of identified Medicaid paid claims that are covered by liable third party. The work plan should include the vendor's ability to submit claims to insurance carriers, post payments to an accounts receivable (AR) system, and process explanation of benefit codes from various insurance carriers. The vendor must provide state staff with access to the vendor's AR system, as well as, provide to Medicaid monthly A/R reports of billings, payments and outstanding balances. The vendor will be required to submit monthly AR posting files to Medicaid's fiscal agent to ensure that the MMIS captures and reports collections obtained by the vendor. The work plan must include the vendor's ability to coordinate with the MMIS vendor so that duplication of effort does not occur.

I. Health Insurance Premium Payments (HIPP)

The vendor must describe its work plan and capability for performing specific functions required in the administration of a HIPP program. The purpose of HIPP is to identify Medicaid recipients who have or have access to other health insurance in which it would be cost-effective for Medicaid to pay the insurance premiums instead of paying medical claims as the primary payer. The vendor's work plan should include the vendor's methodology for marketing and determining HIPP eligibility and cost-effectiveness. The plan should also describe the vendor's turnaround schedules and financial system processes for the payment of monthly premiums.

J. Long Term Care (LTC) Financial Audits

The vendor must describe its work plan and capability for performing financial audits that will identify and recover Medicaid payments made incorrectly to LTC facilities. Vendor's work plan should describe the vendor's audit processes including: identification of the providers to be audited; audit criteria and a description of each incorrect payment type; provider correspondence; procedures for identifying and reporting incorrect payments to the provider and Medicaid; method of recovery and refund of incorrect payments; and a description of reports, including format and data, that will be provided to the Agency.

K. Medicare Optimization

The purpose of the Medicare Optimization component is to identify and assist Medicaid recipients who potentially qualify for Medicare through the enrollment process so that the cost of their medical care can be covered primarily by Medicare, instead of Medicaid. The vendor must describe its work plan and capability for the identification of Medicaid recipients who potentially

meet the criteria for qualifying for Medicare (either through Social Security Disability or by obtaining age 65), but have not completed the processes to enroll. The vendor's work plan should describe how the vendor can perform outreach activities to potential eligibles and its process for assisting them through the Medicare enrollment process.

L. Recommend other enhancements or improvements to Alabama's Third Party functions that the vendor could provide

Medicaid would like the vendor to provide details of other services that they are able to provide that could enhance Medicaid's third party functions (and that are not already referenced as a need in this RFP). The vendor must describe its capabilities for identifying areas that could be improved, describe its work plan and provide a price for each enhancement proposed. The Agency will evaluate each proposed enhancement independently and separately from the specific scopes of work defined in the previous sections.

Section IV. Program Requirements

A. Contractor Responsibilities After Award

1. Secure any necessary approvals and clearances required to conduct the tasks required by this RFP. These may include Data Match Agreements with insurance carriers, CMS Waivers for timely filings, State Insurance Commission Approvals, etc.

2. The Contractor must maintain a local office within 15 miles from the Alabama Medicaid Agency, which is located at 501 Dexter Avenue, Montgomery, AL during the term of this contract. All project team members and Contractor's support staff must work from the local office and be 100% designated to Alabama Medicaid projects, with the exception of staff working exclusively on data match processes and/or insurance carrier recoveries. The local office must also be used as its published address for receiving correspondence pursuant to this Contract. Medicaid's access to all documentation maintained in hard copy by Contractor must be available at Contractor's local office. Contractor must establish a local office and provide the address to Medicaid no later than thirty (30) calendar days from the effective date of the awarded contract.

3. Provide a system for effective communication with a variety of entities including but not limited to employers, providers, recipients, personal representatives, attorneys, and insurance carriers. This communication must include toll-free numbers to provide timely responses for medical record requests, inquiries/requests related to casualty cases, and requests associated with estate recovery. The toll-free lines must be operable and staffed on state business days from 8:00 a.m. - 5:00 p.m. CST and must include enough lines to meet the demand for the services to be provided.

4. The Contractor's project manager must be available and prepared to meet with Medicaid staff and other individuals as considered necessary for the discussion of the RFP and contract requirements. The project manager must also be prepared to answer pertinent inquiries regarding the program, its implementation, and operation. Meetings between the representatives of the Contractor and Medicaid shall be on an as-needed basis throughout the implementation phase and on (at least) a monthly basis, or as otherwise required by Medicaid during the operations phase.

5. Ensure that all data reports and files prepared by the Contractor are accurate and complete and contain the appropriate fields used to accurately update the MMIS system. Any errors shall be corrected by the Contractor at no cost to Medicaid.

6. Submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that a provider does not challenge or that have completed the administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor).

7. Establish and maintain an accounting system in accordance with general accepted accounting procedures. The Contractor must provide state staff with access to the contractor's AR system, as well as, provide to Medicaid monthly A/R reports of billings, payments and outstanding balances. The Contractor's accounting system must warrant

that individual accounts receivable posting to claim detail reports will be within 98% accuracy. Any errors shall be corrected by the Contractor at no cost to Medicaid.

8. The Contractor will be required to assist in the eventuality of an audit by any federal or state authority.

9. The Contractor shall pay all of the expenses incurred by it in the performance of its duties under this contract.

B. Deliverables and Reporting

1. First reports are due 30 days after contract start date, and within 60 days full interfacing, operational and functioning programs are expected.

2. Prepare reports as necessary for use as requested by Medicaid. Such reports shall include proposed recovery amounts, overall savings, impact and other pertinent information and would include any ad hoc reports as requested by Medicaid in relation to the TPL recovery program, estate recovery program, casualty recovery program and all other recovery projects performed by the Contractor.

3. Warrant that general reports produced is consistently accurate. Any errors shall be corrected by the Contractor at no cost to Medicaid.

4. Provide reports to the Agency within two weeks of receipt of monies which permits required posting of accounts. Reports shall contain all pertinent information to allow the Agency to update the MMIS with accurate billing and payment information within 98% accuracy.

5. Specific reports required (but not limited to) by the Contractor for the TPL services listed in Sections III. B. through III. K. include:
    a. Daily logs of received medical record requests
    b. Monthly Data Match Progress Reports. Narrative reports by Carrier specifying benchmarks, problems, and proposed solutions.
    c. Monthly Report of Pharmacy cost avoided claims and savings.
    d. Monthly Report of Medical cost avoided claims and savings.
    e. Detailed Report of Actual Recoveries, including date of check receipt, client name, Medicaid ID number, carrier, and date check was sent to Medicaid. This information should balance to the checks delivered to Medicaid. If any unidentified payments remain as of a given date, they shall be included on the report. This report is due to Medicaid within ten calendar days of check receipt.
    f. Annual Report of Collections. This report must include the total amount billed and recovered, percentage of recovery, and number of claims involved. These totals should not be duplicative.
    g. Monthly Accounts Receivable Summaries. Report by carrier, detailed claims billed, detailed claims and dollars paid, detailed claims and dollars outstanding, percentage of claims paid for initial and re-billings, with appropriate totals.
    h. Newly Identified Resources by Carrier. Verified data match results by carrier indicating number of recipients with newly identified coverage by type of coverage, due within 30 days of match completion.

i. Newly Identified Resources by source of match. Verified data match results from the federally required matches required under Section III.B.: Workman's Compensation, traffic accident reports match, and the State Wage Match. Reports should indicate the number of recipients with newly identified coverage due within 30 days of match completion.
j. Comprehensive Recovery Report by Carrier. This will be a detailed report produced after all significant recoveries have been effected which will specify recoveries billed and paid, claims by procedure code, diagnosis and place of service.
k. Monthly Report of Recoveries. This report must include the total amount billed and recovered, and the number of unduplicated claims.
l. Monthly status report that includes the number of newly identified and verified health insurance segments.
m. Monthly Report of Medical Support Enforcements that includes the number of newly identified and verified health insurance segments and the number of referrals made to DHR for enforcement of an existing court order.
n. Reports required for the coordination of medical support enforcement enhancements between Medicaid and DHR.
o. Monthly report of casualty recovery cases identified through diagnosis and trauma code editing as required in 42 CFR 433.138.
p. Monthly report of casualty cases added, closed and amount of recoveries received.
q. Monthly estate recovery reports of identified new cases, closed cases, and amount of recoveries received.
r. Monthly credit balance audit reports of providers identified for audit and the identified claims for recovery.
s. Quarterly and Year-to-Date Reports of above reports by calendar year and by fiscal year.
t. Ad Hoc reports for Alabama Legislative Sessions and Budget sessions and other required meetings.
u. Weekly HIPP funding files to Medicaid for the processing of HIPP payments and a monthly file to Medicaid's fiscal agent to update the TPL information on the MMIS with HIPP identifiers.
v. Monthly report of active and terminated HIPP cases that includes HIPP expenditures for the month and monthly cost savings.

C. Information Technology and Systems Requirements

The Contractor shall assure seamless coordination between other systems including, but not limited to the State's fiscal agent, ERISA health plans, Third Party Administrators (TPAs), pharmacy benefit managers, and decision support system.

The Contractor shall have the capacity (hardware, software and personnel) sufficient to fully manage and report on the project described in this RFP. The Contractor's information system must ensure system linkage throughout all Contractor departments and include a scalable database repository that supports large data sets and exponential growth in total database size over the life of the contract. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor shall provide to Medicaid their carrier-specific electronic data match formats used to identify other coverage for Alabama Medicaid recipients. These file formats may be used by Medicaid in future data matches.

Medicaid will coordinate with the Contractor concerning which of the State's data files will be shared and the frequency with which they will be made available to perform data matches and recover against previously unidentified Third Party Resources. The State has the first right to pursue.

D. Requirements of Proposals

1. GENERAL OVERVIEW

General proposal requirements are addressed in Section IV.A. through C. and in Appendix A of this RFP. Vendor proposals for the services described in Sections III. B. through III. K. shall consist of two parts: a technical proposal and a cost proposal. The specific contents for these proposals are addressed below in Section IV.D.2. and D.3.

Submission of any proposals for additional third party enhancement services described in Section III. L. will be evaluated separately. Contents of a proposal for additional services should include a clear description of the services being offered by the Vendor and must address all costs associated with providing each additional service: implementation costs, fixed fees, contingency fees, and/or transaction fees. Any additional services selected by Medicaid will be paid in accordance with the proposal specifications.

2. CONTENTS OF TECHNICAL PROPOSAL

At a minimum, the Vendor's Technical Proposal must contain the items listed below. Those items must be arranged in the order below.

a. A description of the Vendor's understanding of the statement of work

b. A comprehensive description of the methodology that the Vendor will utilize to meet the scope of work. This description must include the following:

1) Provide the process and methodology for identifying and reporting the existence of third party coverage
2) Provide the process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third party resources are available
3) Provide the process and methodology for identifying provider payments received from Medicaid where third party payments were also paid on the same claim
4) Provide a comprehensive description of other proposed systems and/or cost saving and recovery projects including both automated and administrative functions
5) A detailed methodology for both transition and continued operation to be used if the State assigns to the Vendor the responsibility of the casualty recovery program, aspects of the estate recovery program, and any other third party resource maximization programs.
6) The Vendor's deadlines for contract deliverables

c. Experience and qualifications of the Vendor and staff. The technical proposal must contain the following:

1) Evidence that the Vendor possesses the Vendor qualifications specified in RFP Section II and listed below.
2) A description of the Vendor's organization, including
   a) Date established
   b) Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization
   c) Number of employees and resources
   d) Organizational chart of the Vendor's company to include number of personnel or FTE engaged in TPL activities
   e) The names and resumes of key personnel in regards to this contract, the functions to be performed by each key personnel, and whether those key personnel are the Vendor's employees or independent contractors
   f) A description of all subcontractors the Vendor intends to use on this Contract, if any
   g) A list of all similar projects on which the Vendor is presently working
   h) A list of all similar projects the Vendor has completed within the last three years
   i) A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work;
   j) 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, including balance sheets, and profit and loss statements, any related notes, and an Auditor's Report.
3) The Vendor's acknowledgment that the State will not reimburse the Contractor until: (1) the Agency's contract administrator has approved the Contractor's invoice; and (2) the Agency has received and approved all deliverables due during the month covered by the invoice.
4) The 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

d. List three current references along with the operational dates of the project and include the name of the customer, address and phone number of the project manager, agency or organization, who may be contacted as a reference. In addition, provide a Reference Questionnaire (Appendix D) to each entity identified as reference and instruct them to complete the form and email or fax directly to the RFP project director.

e. 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.

Do not enter any cost information in the Technical Proposal.

- **CONTENTS OF COST PROPOSAL**

Part of this contract is a contingency fee contract with payments based on actual cost savings and recoveries. Fees for new insurance adds will be based upon a fee schedule that contains separate pricing for an active policy, inactive policy or policy update. Distinct pricing for new adds will also be based on the type of coverage: major medical, pharmacy, dental, Medicare supplement, and long term care. Fees for actual recoveries will be based on a percentage fee as submitted by Vendor in Appendix B. Fees for the following scopes of work: HIPP, LTC audits, SNT annual accounting, and Medicare optimization will be based on set fees proposed by Vendor in Appendix B.

The Vendor's Cost Proposal must be submitted in the format shown in RFP Appendix B. Appendix B must be signed by an individual authorized to bind the Vendor. Any cost proposal submitted in any other format may be rejected on that ground alone.

Do not enter any technical information in the Cost Proposal.

Section V. Performance Guarantees

PERFORMANCE MEASUREMENT	STANDARD	GUARANTEES AND PENALTIES
CASUALTY 1. Contractor must establish a recovery case file and update case activities on the MMIS TPL subsystem.	Pursuant to RFP section III., D.,8., [Contractor must] "Provide **weekly** automated updates to the MMIS fiscal agent on casualty cases that are performed by the contractor. Updates to the MMIS shall be provided in a separate file extract in a format approved by the State."	Any valid complaint or deficiency identified to Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
CASUALTY 2. Contractor must maintain a customer service unit that will adequately and timely respond to medical record requests, casualty case inquiries, telephone calls and correspondence.	Pursuant to RFP Attachment III., D., 2., [Contractor must] "Process medical record requests **within 5 working days** of receipt from attorneys, insurance companies, and recipients in order to identify potential casualty cases." A timely response for phone calls and inquiries is within 3 business days.	Any valid complaint or deficiency identified to Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
CASUALTY 3. Contractor must establish and process a Medicaid subrogation case within 30 days of first notice that a claim exists.	Pursuant to RFP Attachment III., D., 5., [Contractor must] "Take action to identify Medicaid claims that will be assigned to the case and determine the amount owed to Medicaid within Medicaid's guidelines and **30 day turnaround** requirements."	Any valid complaint or deficiency identified to Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate

		resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
CASUALTY 4. Contractor must monitor active casualty cases and re-evaluate/update every 90 days until a settlement is reached.	Pursuant to RFP Attachment III., D., 6., [Contractor must] "Monitor active cases and re-evaluate/update **every 90 days** until a settlement is reached."	Any valid complaint or deficiency identified to Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
MEDICAID QUALIFYING TRUSTS: SPECIAL NEEDS AND POOLED TRUSTS (EXCLUDING ALABAMA FAMILY TRUSTS) 5. Contractor must establish a recovery case file and update case activities on the MMIS TPL subsystem. All case activities must be updated when applicable. Contractor must ensure that system updates do not change or affect existing cases entered by Medicaid.	Pursuant to RFP section III, F.1., **Special Need Trusts (SNTs)**, "Vendor must also submit SNT case file data and updates to the MMIS TPL subsystem **within 30 calendar days** from the date of approval."	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.

ESTATE RECOVERY 6. Contractor must establish recovery case file and update case activities on the MMIS TPL subsystem. All case activities must be updated when applicable. Contractor must ensure that system updates do not change or affect existing cases entered by Medicaid.	Pursuant to RFP section III, E.10., **Estate Recovery**, "Vendor must submit updates to the MMIS **within 30 calendar** days in a format approved by the State."	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
ESTATE RECOVERY 7. Contractor must maintain a customer service unit that will adequately and timely respond to estate recovery inquiries, telephone calls and correspondence.	Pursuant to RFP section IV, A.,3, "communication must include toll-free numbers to provide timely responses for medical record requests, inquiries/requests related to casualty cases, and **requests associated with estate recovery**." A timely response for phone calls and inquiries is **within 3 business days**; for correspondence **within 30 days**.	Any valid complaint or deficiency identified to Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
Financial –Posting 8. Contractor must have and maintain an Accounts Receivable (AR) system to maintain and report recovery activities. In addition, Contractor must provide to Medicaid's fiscal agent a monthly posting file of collections obtained by the Contractor.	Pursuant to RFP section III, H, "The vendor will be required to submit monthly AR posting files to Medicaid's fiscal agent to ensure that the MMIS captures and reports collections obtained by the vendor." **Monthly posting files are due no later than the 20th of the following month.**	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will

		result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
Financial –Invoicing 9. Contractor must submit accurate, error-free monthly invoices. Contractor will be required to correct any errors that occur with invoices prior to Medicaid making any payment.	Pursuant to RFP Section IV. A., 6, [Contractor will] "submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that a provider does not challenge or that have completed the administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor)." All invoices for work performed by the Contractor within a fiscal year must be submitted to Medicaid before the year – end cut-off date. The state will provide adequate, advanced notice of each fiscal year cut-off date.	Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance. Failure to submit all invoices within the fiscal year cut-off date may result in the Contractor not receiving payment.
Financial –Reporting 10. Contractor must submit Third Party Liability and Coordination of Benefits reports that include, but are not limited to, Contractor's activity in relation to the operations and administration of the Third Party Liability functions Contractor must provide separate monthly aging balance reports for insurance and casualty recoveries.	Pursuant to RFP Section IV., B., 5, Contractor must submit Third Party Liability and Coordination of Benefits reports that include, but are not limited to, Contractor's activity in relation to the operations and administration of the Third Party Liability functions. Contractor must provide separate monthly aging balance reports for insurance and casualty recoveries. Reports are **due no later than the 15th of the following month**.	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.

Commercial Insurance Adds 11. Contractor must, at a minimum, submit a monthly insurance add file to Medicaid's fiscal agent for loading onto the MMIS TPL database. A daily insurance add file is required when a data match is identified from a new Medicaid recipient daily file.	Pursuant to RFP Section III., B., 5., Contractor must provide add files (monthly and daily) of new insurance coverage to Medicaid's MMIS fiscal agent for loading onto Medicaid's commercial insurance policy file. Contractor must submit a monthly add file to the MMIS fiscal agent **no later than the 10th of each month**.	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
Health Insurance Premium Payments (HIPP) 12. Contractor must process HIPP referrals with staff working in the local office. HIPP referrals and approvals must be completed within time frames established by Medicaid.	Contractor must process HIPP referrals and process a determination **within thirty (30) calendar days** from date the referral is received. Determinations for COBRA coverage must be made within the required COBRA enrollment period.	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
Health Insurance Premium Payments (HIPP) 13. Contractor must provide a weekly HIPP funding file to Medicaid for review by the TPL Unit for accuracy and completeness for the payment of health care premiums.	Pursuant to RFP Section IV., B., 5., u., [Contractor must provide] "Weekly HIPP funding files to Medicaid for the processing of HIPP payments." Weekly HIPP funding files must be submitted to Medicaid **by noon each Thursday** in order for Medicaid to complete a financial payment voucher for	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will

	the following Monday. Once Contractor receives funding from Medicaid, Contractor must **process HIPP payments within 2 days.**	result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
Health Insurance Premium Payments (HIPP) 14. Contractor must maintain a HIPP case tracking file and provide Medicaid staff with access. In addition, Contractor must submit a monthly HIPP file to Medicaid's fiscal agent to update the TPL database with HIPP identifiers.	Pursuant to RFP Section IV., B., 5., u., [Contractor must provide] "a monthly file to Medicaid's fiscal agent to update the TPL information on the MMIS with HIPP identifiers." Contractor must submit a monthly HIPP file to the MMIS fiscal agent **no later than the 10th of each month**.	Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as, the implementation of controls to prevent future occurrences. Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.
Manuals 15. Contractor must deliver copies of the Operations Procedures Manuals for all TPL programs and Employee Training Manuals to AMA for review, comment, and approval.	Contractor must deliver copies of the Operations Procedures Manuals for all TPL programs and Employee Training Manuals to AMA for review, comment, and approval within 60 days from the Effective Date of the Contract. Once corrections have been made, per AMA, Contractor must deliver corrected copies of the Operations and Procedures Manuals and Employee Training Manuals for all TPL programs to AMA. The final and corrected copies of the Operations and Procedures Manuals for all TPL programs and Employee Training Manuals are to be delivered to AMA within 30 days after AMA's comments, review, and approval period. The entire	Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance

	process must be completed 90 days from the Effective Date of the Contract.	
<u>Office Location</u> 16. Contractor must maintain an office in Montgomery, AL during each term of this Contract. An office is defined as a physical address in an office park or commercial building or similar structure. A personal home office will not be sufficient to meet this requirement.	Contractor must maintain a Montgomery office that must be located within a 15 mile radius from AMA, which is located at 501 Dexter Ave, Montgomery, AL during the term of this Contract. Contractor must provide the address of the Montgomery office no later than thirty (30) calendar days from the Effective Date of this Contract. All Project Team members must work from the Montgomery office, as well as, all of Contractor's support staff with the exception of staff working exclusively on data matching and insurance billing processes. The Montgomery office must also be used by Contractor as its published address for receiving correspondence pursuant to this Contract. AMA's access to all hard copies maintained by Contractor must also be available at the Montgomery office.	Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor is in compliance.

Section 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 must not communicate with any State staff or officials regarding this procurement with the exception of the Project Director.** Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

Project Director:	**Keith Thompson** **Director** **Third Party Division**
Address:	**Alabama Medicaid Agency** **Lurleen B. Wallace Bldg.** **501 Dexter Avenue** **PO Box 5624** **Montgomery, Alabama 36103-5624**
Telephone Number:	**(334) 242-5248**
Fax Number:	**(334) 353-4740**
E-Mail Address:	**keith.thompson@medicaid.alabama.gov**

C. RFP Documentation

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

D. Questions Regarding the RFP

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

E. Acceptance of Standard Terms and Conditions

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

F. Adherence to Specifications and Requirements

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

G. Order of Precedence

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

H. Vendor's Signature

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

I. Offer in Effect for 90 Days

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

J. State Not Responsible for Preparation Costs

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

K. State's Rights Reserved

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

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

- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- Not award any contract.

L. Price

Vendors must respond to this RFP by completing the RFP Cover Sheet. Appendix B must also be submitted for the Cost Proposal that is required for services listed in section III.B. – III.K. Separate proposals submitted by the Vendor for any of the additional services described in Section III.L. must include all costs associated with providing each additional service.

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 2014 -TPL-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 date and time specified in the Schedule of Events.

N. Copies Required

Vendors must submit one original Proposal with original signatures in ink, five original-quality copies, plus two electronic (Word/PDF) copies of the Proposal on CD, jump drive or disc clearly labeled with the Vendor name. One electronic copy must be a complete version of the Vendor's proposal and the second electronic copy must be a redacted copy with all material marked confidential or proprietary removed.

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 time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

P. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a PROPOSER has been selected. PROPOSERS should be aware that any information in a Proposal may be subject to disclosure and/or reproduction under Alabama law. **Designation as proprietary or confidential may not protect any materials included within the Proposal from disclosure if required by law**. PROPOSERS should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL" on the bottom of the page. PROPOSERS shall also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records laws and is marked as Proprietary Information. Information contained in the Cost Proposal Section may not be marked confidential.

It is the sole responsibility of the PROPOSER to indicate information that is to remain confidential. The AGENCY assumes no liability for the disclosure of information not identified by the PROPOSER as confidential. If the PROPOSER identifies its entire Proposal as confidential, the AGENCY may deem the Proposal as non-responsive and may reject it.

VII. 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 January 1, 2015 through December 31, 2016. Medicaid shall have three, one-year options for extending this contract. At the end of the initial contract period or any extension, Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the **same rate** paid by Medicaid for the initial contract term. Medicaid will give the Contractor a 90-day notice when extending the contract.

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 (Attachment A).

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 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. Immigration Compliance

Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act (Ala, Act 2012- 491 and any amendments thereto) and certify its compliance by executing Attachment G. Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that,

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

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

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

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 the Attorney General's Office of Administrative Hearings or where appropriate, 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 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 that validates that the work has been performed.

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 (Attachment D) 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 stay in full force and effect.

II. Alabama InterChange Interface Standards

Contractor hereby certifies that any exchange or interface 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 on Alabama Medicaid's website. Contractor is responsible for all costs required to interface with the MMIS system.

JJ. Performance Bond

In order to assure full performance of all obligations imposed on a PROPOSER contracting with the State of Alabama, the PROPOSER will be required to provide a performance guarantee in the amount of $75,000.00. The performance guarantee must be submitted by PROPOSER at least ten (10) calendar days prior to the contract start date. The form of security guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable) (2) Other type of bank certified check (3) Money order (4) An irrevocable letter of credit (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond shall be in force from that date through the term of the contract and ninety (90) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the PROPOSER to perform satisfactorily shall cause the performance bond to become due and payable to the State of Alabama. The Chief Financial Officer of Medicaid or his designee shall be custodian of the performance bond. Said bond shall be extended in the event the AGENCY exercises its option to extend the contract.

KK. Proration of Funds

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

Section VIII. Evaluation and Selection Process

INTRODUCTION

Evaluation of any proposals submitted for any additional services described in Section III. L. will be conducted separately and independently from the TPL services described in Section III. B. through III. K. Any proposals that are selected by Medicaid for any additional services will be paid in accordance with the proposal specifications.

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 must 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.

Section IX. Evaluation of Technical and Cost Proposals

INTRODUCTION

Evaluation of any proposals submitted for any additional services described in Section III.L will be conducted separately and independently from the TPL services described in Sections III.B – III.K. This section describes the evaluation process for proposals submitted for the TPL services listed in sections III.B – III.K.

The State shall conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this request. As provided by statute, award will be based on the best bid (most advantageous to the State). Cost is important but is not an overriding consideration. The award of a contract to one Vendor does not mean that the other Vendors' proposals lack merit. The State reserves the right to reject any part or all of a proposal. The State, also, reserves the right to reject all proposals if none of the submitted proposals meet the needs of the Agency.

A. Evaluation Committee

An Evaluation Committee composed of Agency staff 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.

B. 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.

Technical Scoring System

	Technical Evaluation Factor	Highest Possible Score	
Technical Proposal	Understanding of Statement of Work	15	
	Plan to Accomplish RFP	30	
	Experience & Qualifications of the Vendor and its staff	20	
	References	5	
	Subtotal - Technical Proposal		70
Cost Proposal			30
Total Possible Score:			100

C. Evaluation Phases

Phase 1: Evaluation of Technical Proposals

Each member of the Evaluation Committee will read each technical proposal that has been forwarded to the Committee. Each member of the Evaluation Committee will score each technical proposal on each of the technical evaluation factors shown in the table above. To determine the vendor's total technical score, an average score for each factor will be determined from each of the members' scores. Each proposal that receives a total technical score of 45 or greater shall advance to Phase 2 of the evaluation. Proposals that do not attain a total technical score of 45 are ineligible for contract award, regardless of cost.

Phase 2: Review and Scoring of Cost Proposals

The State will review each Cost Proposal for completeness and reasonableness. The State may reject a proposal if the Cost Proposal is incomplete or if it contains significant inconsistencies or inaccuracies. The State will determine low cost by normalizing the scores as follows:

The proposal determined to be most advantageous to the State from a cost perspective will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

30 x (lowest cost proposal / cost proposal being evaluated)

Phase 3: 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 Evaluation Committee will forward this Vendor's name to the Deputy Commissioner, Program Administration, with documentation to justify the Committee's recommendation.

The Deputy Commissioner, Program Administration, will review the Committee's recommendation and forward it (with a copy of the Technical and Cost Proposals) to the Commissioner for approval.

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 State website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

D. Oral Presentations & Clarifications

During its evaluation of the competing proposals, the Evaluation Committee may ask the Vendors to make oral presentations to the Committee regarding the contents of their Technical Proposals. These oral presentations will be scheduled and conducted solely for the purpose of clarifying the information in the proposals. The Vendors may not use these presentations to submit new information that was not submitted in the proposals under review.

The Evaluation Committee may contact a Vendor during the evaluation period to obtain clarification regarding the Vendor's proposal.

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:

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

_____

Vendor Name

_____

Project Director Review Date

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

☒ IF CORRECT	BASIC PROPOSAL REQUIREMENTS
☐	1. Vendor's original proposal received on time at correct location.
☐	2. Vendor submitted the specified copies of proposal and in an electronic format.
☐	3. The Proposal includes a completed and signed RFP Cover Sheet.
☐	4. The Proposal is a complete and independent document, with no references to external documents or resources.
☐	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
☐	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
☐	7. The Proposal includes a Technical Proposal that contains, at a minimum, the items listed in the Table on page 41. The Proposal includes 3 client references (3 completed reference questionnaires will be emailed or faxed directly to the RFP project director). The Proposal includes corporate background information. The Proposal includes a detailed description of the vendor's work plan for performing each of the third party services described in the scope of work (Section III).
☐	8. The Proposal includes a Cost Proposal. (Appendix B completed by the Vendor.)
☐	9. The Proposal includes an acknowledgement by the vendor that to receive data from the Fiscal Agent or have connectivity to our MMIS,

	the vendor will be expected to use the standard files described in the standards document (available in the RFP library on the Agency website).
☐	10. The response includes a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.

Appendix B: Cost Proposal

Name of RFP: Third Party Liability (TPL) Recoveries and Cost Avoidance

	Description	Multiplier*	Percentage/Rate (to be completed by Vendor)	Extension (to be completed by the State)
	Third Party Liability	**A**	**B**	**C**
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via **monthly** data matching)	4,000	$	$
2	Major Medical - Active TPL Add (via **daily** data matching)	2,000	$	
3	Major Medical - Inactive TPL Add	1,500	$	$
4	Major Medical – TPL Update	500	$	$
5	Pharmacy – Active TPL Add (via **monthly** data matching)	4,000	$	$
6	Pharmacy – Active TPL Add (via **daily** data matching)	2,000	$	$
7	Pharmacy – Inactive TPL Add	1,500	$	$
8	Pharmacy – TPL Update	500	$	$
9	Dental - Active TPL Add	1,500	$	$
10	Dental - Inactive TPL Add	500	$	$
11	Dental – TPL Update	500	$	$
12	Medicare Supplement - Active TPL Add	600	$	$
13	Medicare Supplement - Inactive TPL Add	200	$	$
14	Medicare Supplement – TPL Update	100	$	$
15	Long Term Care – Active TPL Add	300	$	$
16	Long Term Care – Inactive TPL Add	200	$	$
17	Long Term Care – TPL Update	100	$	$
	Total Policy Adds/Updates			$

	Description	Multiplier*	Percentage/Rate (to be completed by Vendor)	Extension (to be completed by the State)
18	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	$10,000,000	%	$
19	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	$4,500,000	%	$
20	Credit Balance Audits - Fee as a percentage of recoveries	$1,500,000	%	$
21	Estate Recoveries - Fee as a percentage of recoveries	$1,000,000	%	$
22	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	1,200	$	$
23	Long Term Care Financial Audits – Audit fee per facility	60	$	$
24	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200	$	$
25	Medicare Optimization – fee per person enrolled	200	$	$
	Grand Total (Recoveries and Policy Adds/Updates)			$

***** Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.

_____ _____

Signature Title

_____

Date Signed

Instructions

1. The State will calculate and determine the Grand Total for all Third Party Liability costs. Calculation will be performed as follows:

(A)*(B) = C, with all the "C" extensions summed to acquire the Grand Total of all Third Party Liability

2. The Third Party Liability Total for each proposal will then be normalized as follows:

The Cost proposal with the lowest Total will receive a score of 30. Other proposals will be assigned a portion of the maximum score using the formula:

30 x (lowest cost proposal / cost proposal being evaluated).

Appendix C: Reference Questionnaire

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number: **RFP: 2014-TPL-01**
RFP Title: Third Party Recovery and Liability Services

REFERENCE NAME: _____

OFFEROR NAME: _____ has submitted a proposal to the Alabama Medicaid Agency, to provide the following services: Third Party Recovery and Liability Services. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete Section I. RATING using the Rating Scale provided.
2. Complete Section II. GENERAL INFORMATION *(This section is for information only and will not be scored.)*
3. Complete Section III. ACKNOWLEDGEMENT by manually signing and dating the document. *(Reference documents must include an actual signature.)*
4. E-mail or fax THIS PAGE and your completed reference document, SECTIONS I through III to:

   RFP Lead: Keith Thompson, Director, Third Party Division
   Alabama Medicaid Agency

   E-mail: keith.thompson@medicaid.alabama.gov

   Fax: 334-353-4740

5. This completed document MUST be received no later than September 2, 2014, 5 pm central time. Reference documents received after this time will not be considered. References received without an actual signature will not be accepted.
6. DO NOT return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone for further clarification if necessary

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1-3
Average	4-6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

   10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

   10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

   10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

   10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

   10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

   10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor to others in the future:

_____
_____
_____
_____
_____
_____

2. During what time period did the vendor provide these services for your business?

Month:_____ Year: _____ to Month: _____ Year:_____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

_____ _____
Signature of Reference Date

_____ _____
Print Name Title

_____
Phone Number

_____
Email Address

Appendix D: Contract and Attachments

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

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

CONTRACT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and _____, 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

_____
Contractor's name here

_____
Date signed

_____
Printed Name

Tax ID:_____

APPROVED:

_____
Governor, State of Alabama

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

_____
Stephanie McGee Azar
Acting Commissioner

_____
Date signed

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

_____
General Counsel

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM

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

1. BACKGROUND

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

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 Addendum to the Contract 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 have the meaning set forth in 45 C.F.R. § 164.402.

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 160.103 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 protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use 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 on the HHS Web site.

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 and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, 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. In accordance with 45CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any subcontractors or agents that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. 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 within 5 business days 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, accesses 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, if the Contract permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 CFR Part 164 if done by Covered Entity;

b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI 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, if the Contract permits, Business Associate may disclose PHI 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, if the Contract permits, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

e. Business Associate may not use or disclose PHI if the use or disclosure would violate any term of the Contract.

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 Contract terminates.

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

   2. In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities and returning

or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

a. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
b. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
d. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and
e. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

d. **Survival**

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

8. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

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

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

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

e. 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: _____

Attachment B

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 __X__ NO _____
Does Contractor have current member of Legislature or family member of Legislator employed? YES_____NO_____
Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES_____ NO_____
If Yes, Give Name: _____

Contract Number: _____

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** _____
Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx YES _____ No_____
If no, please give a brief explanation:

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: 2/20/2013

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

Attachment D

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 RECEIVED	TYPE OF GOODS/SERVICES	AMOUNT

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

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.

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

ROBERT BENTLEY
Governor

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 domestic labor within the household.

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

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

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

_____
Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

_____
Print Name of Witness