



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2012-NET-01		RFP Title: Non-Emergency Transportation (NET) Services	
RFP Due Date and Time: August 31, 2012 by 5pm Central Standard Time		Number of Pages: 83	
PROCUREMENT INFORMATION			
Project Director: Dorothy Powell		Issue Date: July 2, 2012 Amended: August 3, 2012	
Phone: (334) 242-5151 E-mail Address: Dorothy.Powell@Medicaid.Alabama.Gov Website: http://www.medicaid.alabama.gov		Issuing Division: Alabama Medicaid Agency State of Alabama	
INSTRUCTIONS TO VENDORS			
Return Proposal to: Dorothy P. Powell Associate Director Alabama Medicaid Agency 501 Dexter Avenue Montgomery, AL 36104		Mark Face of Envelope/Package: RFP Number: 2012-NET-01 RFP Due Date: August 31, 2012 by 5pm Central Standard Time	
		Calculated Prices for Two-Year Term (From Attachment G): OPTION ONE (Without Mental Health NET Services): \$ _____ OPTION TWO (Including Mental Health NET Services): \$ _____	
VENDOR INFORMATION <i>(Vendor must complete the following and return with RFP response)</i>			
Vendor Name/Address:		Authorized Vendor Signatory: (Please print name and sign in ink)	
Vendor Phone Number:		Vendor FAX Number:	
Vendor Federal I.D. Number:		Vendor E-mail Address:	

Section A. RFP Checklist

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

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

Section B. Schedule of Events

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

EVENT	DATE
RFP Issued	July 2, 2012
Deadline for Questions before Vendor Conference	July 19, 2012
Mandatory Vendor Conference @ 9:00 AM CDT	July 24, 2012
Answers to Questions Posted As Available	July 25, 2012- July 31, 2012
Posting of Questions and Answers	August 3, 2012
Deadline for Additional Questions	August 8, 2012
Final Posting of Questions and Answers	August 17, 2012
Proposals Due by 5 pm CT	August 31, 2012
Evaluation Period	September 4-September 17, 2012
Preliminary Contract Award Notification	September 17, 2012
**Legislative Contract Review Committee	October 4, 2012
Vendor Begins Work	October 15, 2012
NET Transportation Providers Enrolled	November 30, 2012
Call Center Operational	January 2, 2013
Readiness Review	January 23, 2013
System Operational Start/Implementation Date	February 1, 2013

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

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I. Background

The Alabama Medicaid Agency (“Agency”) is requesting proposals from vendors with expertise for a plan to implement a new Non-Emergency Transportation (NET) Services program, using a broker model. The Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the PMPM price quoted in the Vendor’s proposal to this RFP.

Since 2000, the Agency has partnered with the Alabama Department of Mental Health (DMH) for the provision of transportation of Medicaid clients for travel to and from appointments for mental health services. DMH provides reports to the Agency monthly for the previous month’s transportation activity. Reimbursement by the Agency to DMH is based on a mutually agreed upon rate per transport. Statistics for this activity is reported in Attachment I. The Agency wished to obtain proposals under two options. Option One will make the broker responsible for administering all NET services, including those currently administered by DMH. Option Two will carve out the mental health NET services from the broker contract and DMH will continue to administer those services and be reimbursed directly by the Agency. All proposals must state a firm and fixed PMPM for the services described under each option.

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

Non-Emergency Transportation (NET) Services Overview

The Agency, as authorized by Title XIX of the Social Security Act, is a federal and state program of medical assistance to qualified individuals. Each state designates a state agency as the single state agency for the administration of Medicaid. State law has designated the Alabama Medicaid Agency, as the single state agency to administer the Medicaid program in Alabama.

The mission of the Non-Emergency Transportation (NET) program is to eliminate transportation barriers for recipients. The NET Program ensures that necessary non-emergency transportation services are available to recipients. Chapter 8 and Appendix G of the Provider Manual contain the specifics about the program. The objectives of the NET program are to ensure that transportation services made available through the program are:

- similar in scope and duration throughout the state,
- consistent with the best interests of the state’s Medicaid recipients
- appropriate to available services, geographic location and limitations of recipients, and
- prompt, cost-effective, and efficient.

NET services are available to individuals eligible for Medicaid when these persons have demonstrated that they have no other means of transportation to utilize in accessing medical assistance. NET services are those that are not needed within 72 hours from the request for services.

A NET service provider’s participation in the Agency NET Program is entirely voluntary. However, if a NET provider does choose to participate with Medicaid, the NET provider must accept the Medicaid payment as payment in full for those services covered by Medicaid. The NET provider cannot charge the

recipient the difference between the usual and customary charge and Medicaid's payment. The NET provider cannot accept payment from the recipient, bill Medicaid, and then refund Medicaid's payment to the recipient.

All AGENCY NET Program information should be reviewed in conjunction with this RFP for clarification and to ensure adherence to stated rules and provisions related thereto. This information may be found in Chapter 8 and Appendix G of the most recent version of the Provider Manual.

Glossary

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP, Contract, or amendment, the following terms will have the meanings defined below. Any objections or questions regarding the definitions should be raised with the Agency during the RFP process.

Abuse: NET Provider or Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medical Assistance Program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care, including recipient practices that result in unnecessary cost to the Medical Assistance Program.

Acceptance: the point in time when the product or equipment has been fully installed and operates in compliance with the Agency's order and the Contract, or the State otherwise indicates acceptance in writing.

Affiliates: any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.

Agency: in this document, Agency refers to the Alabama Medicaid Agency, an agency for the State of Alabama government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.

Appeal: an action initiated by a Recipient to challenge a decision made by the Agency or Vendor.

Available Transportation: transportation to a Covered Medical Service that can be provided safely by a recipient, friend or relative. The driver must have a valid driver's license and there must be an automobile available to the driver.

Change of Control: any transaction or combination of transactions as a result of which (a) ownership of a Vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.

CMS: refers to the Centers for Medicare and Medicaid Services.

Code: the Alabama Code of 1975. An unofficial version can be found at www.alabama.gov.

Complaint: an oral or written expression of dissatisfaction by a recipient, a recipient's family member or other responsible party, or a Provider or NET Provider.

Confidential Information: any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party Vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential.

Contract: the "Contract for Services" included with the Agency's Request for Proposals.

Covered Medical Service: a medical service that is eligible for reimbursement under the Agency's Medicaid Program, excluding pharmacy services and other exclusions designated by the Agency.

Curb-to-Curb Service: transportation provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The driver shall provide assistance according to the recipient's needs, but assistance shall not include the lifting of any recipient. The driver shall remain at or near the vehicles and not enter any buildings.

Customer Service Representative: an employee of the Vendor who works in the Vendor's call center to arrange transportation for eligible recipients.

Disaster: an outage or failure of the Agency's or Vendor's data, electrical, telephone, technical support, or back-up system, whether such outage or failure is caused by an act of nature, equipment malfunction, human error, or other source.

Door-to-Door Service: transportation provided to Recipients with Disabilities who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver shall exit the vehicle and assist the recipient from the door of the pick-up point, e.g., residence, escort the passenger to the door of the vehicle and assist the passenger in entering the vehicle. The driver shall assist the recipient throughout the trip and to the door of the destination.

Encounter: For the purposes of the NET Broker Program, an Encounter is a trip leg that has been completed by the NET Provider and has been reimbursed by Vendor. **Execution Date:** the date the Contract is signed by the Agency, after Vendor has signed it.

Fiscal Year: The State Fiscal Year is the period from October 1 to September 30. For example, State Fiscal Year 2011 is the period from October 1, 2010 to September 30, 2011.

Fraud: intentional deception or misrepresentation made by a Person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other Person, including any act that constitutes fraud under applicable federal or State law.

Hand-to-Hand Transportation: transportation of a Recipient with disabilities from an individual at the pick-up point to a facility staff member, family member or other responsible party at the destination.

Hospital Discharge: notification by a hospital that a recipient is ready for discharge. A hospital discharge shall be considered an Urgent Trip.

Implementation Date / (Operation Start Date): the date Vendor begins administration of the NET Broker Program.

Level of Service: a designation used to determine the appropriate type of vehicle that will be used to transport the recipient. The Vendor shall include at minimum the following level of service designations:

Ambulatory: ambulatory Recipients are able to move and pivot on their own. This definition may also include Recipients who are in manual wheelchairs and are capable of transferring on their own.

Wheelchair: Recipients who utilize an electric or manual wheelchair and are unable to transfer on their own.

Mode of Transportation: Categories of NET to be used in the NET Broker Program are as follows:

Fixed Route: transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from the route or the schedule, and picks up passengers at designated stops.

Private Auto: a recipient's personal vehicle or the personal vehicle of a family member or friend, to which the recipient routinely has access to drive or be transported to routine non-medical locations such as grocery stores, schools and churches.

Basic Vehicle: a motorized vehicle used for the transportation of passengers whose medical condition does not require use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, medical care or medical treatment during transport. Does not include Private Auto.

Enhanced Vehicle: a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices. Vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. Does not include Private Auto.

Other Transportation: Any commercial carrier, such as Amtrak, buses or airplanes.

Non-Emergency Medical Transportation (NET) Services: necessary non-emergency transportation services provided to Medicaid eligible Recipients to ensure reasonable access to and from Covered Medical Services. Necessary transportation is defined as the Mode of Transportation available that is most appropriate for the needs of the recipient.

NET-Eligible: Any person eligible for Alabama Medicaid benefits who is entitled to NET services. This definition includes all Medicaid eligibles with the exception of eligibles who are only in the following eligibility categories: Family Planning, QMB, SLMB, and QI-1.

NET Provider: a Person or entity that is approved by the Agency and participates in the **Vendor's** network to furnish non-emergency medical transportation services to Recipients under the Medical Assistance Program.

Offer: the Offer to this RFP consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by Vendor.

Offer Firm Time: the period of time that an offer remains firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful Contract negotiations, at any time during the Offer Firm Time.

On Time: the period beginning 15 minutes before the scheduled pick-up time and ending 15 minutes after the scheduled pick-up time.

Order: any written request from CMS or an Agency for services and/or products and/or equipment pursuant to this Contract.

Parties: the State of Alabama and Vendor.

Performance Guarantee: Vendor's commitment to place a portion of its entire fee at risk contingent upon the Agency's satisfaction with the work to be performed.

Person: any individual, corporation, proprietorship, firm, partnership, limited liability company, limited partnership, trust, association, governmental authority or other entity, whether acting in an individual, fiduciary or other capacity.

PMPM: per member per month. For purposes of this RFP, a member is a NET-Eligible Medicaid recipient.

Provider: a Person enrolled with the Agency to furnish medical, educational, or rehabilitative services to recipients under the Agency's Medical Assistance Program.

Provider Manual: the Agency's general policy, procedures and appendices applicable to all participating Providers. NET is covered in Chapter 8 and Appendix G and is available on the Agency's Web site: <http://www.medicaid.alabama.gov>.

QI-1: Qualified Individuals-1. In the Qualified Individuals-1 Program, Medicaid pays the recipient's Medicare part B premium. A QI-1 does not qualify for NET services.

QMB: Qualified Medicare Beneficiaries. In the Qualified Medicare Beneficiaries Program, Medicaid pays the recipient's Medicare premiums, deductibles, and coinsurance. A QMB beneficiary does not qualify for NET services.

Recipient: any individual receiving Medical Assistance for whom NET Services is a Covered Medical Service.

Recipient Identification Number (RID): a unique number assigned to a recipient by the Agency.

Recipients with Disabilities: recipients with a physical, sensory, mental, developmental, or cognitive disability.

RFP: the State's Request for Proposals

Request Tracking Number: A unique number assigned to each request for NET Services at the time the request is initially recorded in Vendor's system.

Responses: when used in association with the term "RFP" refer to Vendor's replies, clarifications, revisions, and additions to the State's Request for Proposals.

Single Trip: a request or authorization for NET Service to a single Covered Medical Service appointment (can be one or multiple trip legs).

SLMB: Specified Low Income Beneficiaries. In the SLMB program, Medicaid pays the recipient's Medicare Part B premium. A SLMB beneficiary does not qualify for NET services.

Standing Order: a request or authorization for NET Services to multiple recurring medical appointments for the same recipient with the same Provider for the same treatment or condition.

State: the State of Alabama, as represented through any agency, department, board, or commission.

State Facility: any facility, site or location owned, managed, controlled or operated by the State.

State Liaison: when applicable, the Agency employee who shall act as a centralized liaison between Vendor(s) and Agency with respect to all matters relating to the administration of this Contract.

Third Party: any entity other than the Agency, Vendor(s), or any of their respective Affiliates.

Trip Leg: one-way transportation from an origin to a destination.

Urgent Trip: NET Services required for an unscheduled episodic situation in which there is no immediate threat to life or limb but the recipient must be seen on the day of the request. A Hospital Discharge shall be an Urgent Trip.

Utilization Data: data required to be reported regarding every Encounter under the NET Broker Program.

II. Scope of Work

General Administration

Vendor shall administer and operate the NET Broker Program, including but not limited to the authorization, coordination, scheduling, management, and reimbursement of NET Services.

Vendor shall understand all Agency policies regarding NET Services. The Agency will provide assistance as needed with interpretation and clarification of Agency policy and will notify Vendor as changes are made that affect the NET Broker Program.

Vendor shall reimburse NET Providers. The Agency will not require Vendor to reimburse for unauthorized NET Services provided by out of network providers.

Vendor shall have written material for the benefit of the recipient that shall be easily understood by individuals who have a sixth-grade reading level, be available in English and such other language as the Agency may require at any time with written notice to Vendor, and be available in alternative formats that take into account special needs of recipients, such as visual impairment.

Vendor and Agency shall meet as needed throughout the term of the Contract; to discuss and resolve administrative and operational issues. Meetings may be conducted in person, by teleconference or by videoconference as directed by the Agency.

Brokerage Process. Following are general steps the Agency deems necessary for the provision of NET Services by Vendor. The Agency will consider Responses to this RFP that propose modifications to the following specifications. Modifications must be clearly stated and highlighted in Vendor's proposal.

Vendor shall program its information systems for use by Vendor during the screening, assignment, dispatch, and monitoring process to ensure consistent application of guidelines. Based on authorizations of previous NET Services, Vendor shall display recipients' permanent and temporary special needs, appropriate Mode of Transportation, any special instructions regarding the nearest appropriate Provider, and any other information necessary to ensure that appropriate transportation is authorized and provided. Information shall be easily accessible by all **Vendor** Staff on their workstation computers.

Vendor shall screen all requests for NET Services to confirm each of the following items:

- That the recipient is eligible for NET Services;
- That the recipient has a medical need which requires NET Services;
- That the most economical Mode of Transportation appropriate to meet the medical needs of the recipient is used, given the recipient's mobility status and personal capabilities on the date of service (Vendor shall document the reason in detail if Vendor approves a Mode of Transportation that is not the most economical);
- That the Provider is the nearest appropriate Provider to the recipient. If the medical provider is an excessive distance from the recipient's residence see applicable section of Provider Manual and Appendix G, as well as further information in this RFP;
- That any attendant or assistance requested is necessary. Vendor may require a medical certification statement from the recipient's physician in order to approve Door-to-Door Service or Hand-to-Hand Service;
- That the medical service for which NET Service is requested is a Covered Medical Service; and

- That the recipient does not have access to Available Transportation (Vendor shall require recipient to certify this).

Advance Reservations. Vendor shall educate recipients on how to request NET Services. Vendor shall instruct recipients that requests for NET Services must be made at least three (3) business days before the NET Service is needed. Because scheduling issues will occasionally occur, Vendor shall demonstrate the ability to handle Urgent Trips, last minute requests from recipients, scheduling changes, and NET Providers who do not arrive for scheduled pick-ups. Vendor shall provide additional education to recipients who habitually request transportation less than three (3) business days in advance of the appointment date.

Notification of Arrangements. If possible, Vendor shall inform the recipient or the recipient's representative of the transportation arrangements during the phone call requesting the NET Service. Otherwise, Vendor shall inform the recipient or representative by later phone call, by facsimile, or by letter. If Vendor sends a letter, the letter shall be mailed in time to be received by the recipient prior to the date of NET Service.

Schedule and Dispatch Trips.

Vendor shall receive requests for NET Services, screen each request and, if authorized, schedule and assign the trip to an appropriate NET Provider. Vendor shall not delegate screening, authorization or scheduling duties. Vendor may delegate dispatch activities to the NET Provider, but Vendor shall retain responsibility for the proper performance of dispatch activities. Vendor shall fully and specifically describe in its Proposal how it will screen, authorize, schedule and assign trips to NET Providers and communicate the information in a timely and efficient manner. Vendor shall also describe its procedures for assigning Standing Orders, Urgent Trips, and re-routed and refused trip.

Vendor shall ensure that the average waiting time for pick-up does not exceed 15 minutes. Vendor shall ensure that recipients arrive at pre-arranged times for appointments and are picked up at prearranged times for the return trip if the Covered Medical Service follows a reliable schedule. The pre-arranged times may not be changed by the NET Provider or driver without prior permission from Vendor.

Vendor and a NET Provider may group recipients and trips to promote efficiency and cost effectiveness. Vendor may contact Providers in this process.

Vendor shall notify the NET Provider of the assignment at least two (2) business days prior to the trip, if possible, and shall timely assign the trip to another NET Provider if necessary.

For Hospital Discharges, Vendor shall contact an appropriate NET Provider so that pick-up occurs within three (3) hours after notification.

Single Trip Requests. Vendor shall require that requests for NET Service to a single Covered Medical Service appointment (Single Trip request) be made orally via a toll-free telephone number. Other methods of receipt of Single Trip requests may be allowed with the approval of the Agency, recipients, recipients' family, recipients' social worker or guardians, and Long Term Care/Medical Providers shall be allowed to make requests for NET Services on behalf of recipients.

Standing Order Trip Requests. Vendor shall establish policies and procedures regarding who can request NET Services for Standing Orders, in order that recipients are not required to continually make

arrangement for repetitive appointments. Vendor shall include in its policy, procedures to recertify the need of a Standing Order with the Medical Provider at least every ninety (90) days.

Commercial Air Transports. Vendor shall receive, schedule, and arrange air transports as requested by Agency. In limited situations, the medical care required for a recipient cannot be provided within the State of Alabama. In these situations, there are Alabama Medicaid enrolled specialty hospitals located elsewhere in the United States for which the medical services have been pre-certified by the Agency's medical and quality review services vendor.

The Vendor shall evaluate the request to determine if the medical services have been pre-certified and that medical certification of the need for commercial air travel is obtained from the medical provider. The Vendor is responsible for making the appropriate arrangements, purchasing the tickets, and distributing them to the recipient. The Vendor is only responsible for purchasing tickets for the recipient receiving medical services and up to one escort when required and authorized.

The Vendor shall use the most cost efficient arrangements with reasonable allowances for choosing a flight that would reduce the number of transfers, and/or reduce travel time and/or choosing an appropriate departure/arrival time based on the needs of the recipient. All tickets purchased for commercial air travel must be coach seating.

The Vendor shall bill the Agency for commercial air transports which it has documented as medically necessary. The Vendor shall present and maintain documentation to support the amounts billed to the Agency.

Out-of State Meals and Lodging: In certain situations, meals and lodging may be provided for a recipient and one (1) escort for extended treatment out-of-state which requires at least an overnight stay. All requests for out-of-state meals and lodging must be evaluated and pre-approved by the Agency. Additional information regarding meals and lodging is located in the Alabama Medicaid Provider Manual. In no case will reimbursement exceed \$50.00 per person, per day. The Vendor shall bill the Agency for out-of-state meals and lodging which they have documented as necessary. The Vendor shall utilize discounted lodging and meal services that might be offered through the medical provider.

Deceased Recipients. The Vendor is not responsible for arranging for the transportation of the remains of a recipient who expires while receiving medical treatment. If a recipient expires while in transit, the Vendor's NET Provider should contact the nearest law enforcement agency for instructions. The Vendor shall notify Agency of the occurrence within one business day.

Eligibility for NET Services.

Not all persons receiving Medical Assistance are eligible for NET Services. Vendor shall develop and maintain a system of conditional edits to determine whether a recipient is eligible for the transportation requested, based upon eligibility information to be provided by the Agency. The following eligibility groups are not eligible for NET: Family Planning, QMB, QWDI, SLMB, and QI-1.

Residents of Long Term Care Facilities. Residents of long term care facilities will be included in the NET Broker Program. The Long Term Care Facility for the purposes of this RFP is considered to be the residence of the Recipient.

Enrollment. Vendor may utilize its current NET Providers to the extent possible without limiting efficiency or program design, recruit new NET Providers and facilitate enrollment of new NET Providers in the Medical Assistance program to the degree possible to effectively administer the NET Broker Program. Vendor shall work to incorporate current NET Transporters in its Provider listing.

Recruitment. Vendor shall establish a network of NET Providers and negotiate reimbursement with qualified transportation entities. Vendor shall develop a plan to recruit NET Providers without interfering with the current NET Transporters. Specifically, if Vendor recruits existing NET Transporters, Vendor shall ensure that drivers will continue to provide transportation services until coverage under the NET Broker Program starts. Vendor shall include in its Proposal its plan for ensuring that there is no degradation of service. Vendor is encouraged to develop innovative and creative strategies to reduce per trip costs such as providing reimbursement for gasoline and making greater use of fixed-route public transportation. Vendor shall be responsible for evaluating recipients' request to utilize own transportation and shall determine means that is most cost efficient to the Program.

Working Relationship. Vendor shall establish and maintain a good working relationship with NET Transporters, Medicaid Providers and professional associations with which it is required to be in contact in the performance of the Contract.

Geographic Coverage Area. Vendor shall record in its information system the geographic area from which each NET Provider will accept assignments. This shall include county level detail throughout the State, and medical communities in the adjacent states of Florida, Mississippi, Georgia and Tennessee.

Vehicle Availability. Vendor shall ensure that its NET Providers have a sufficient number of vehicles available to meet the timeliness requirements of the NET Broker Program.

Adequacy of Network. If the Agency identifies insufficient transportation resources in an area of the State, the Agency will notify Vendor, and Vendor shall have ten (10) business days after the date of such notification in which to develop and implement a plan to recruit sufficient NET Providers to meet the transportation needs of the recipients in the identified area. If Vendor identifies an area of the state with insufficient transportation resources, Vendor shall immediately notify the Agency, and shall have ten (10) business days after the date of such notification in which to recruit sufficient NET Providers to meet the transportation needs of the recipients in the identified area.

Letters of Commitment. Vendor shall submit with its Proposal Letters of Commitment from NET Providers and/or NET Transporters with whom Vendor intends to negotiate a contract for NET Services. Each Letter of Commitment shall include the number of vehicles by type that the NET Provider operates and the geographic areas in which the NET Provider will operate. Vendor shall also submit with its Proposal the number of vehicles by type as of the anticipated Implementation Date of the NET Broker Program. Vendor shall include contingency plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is excessively late or is otherwise unavailable for service. Vendor shall identify NET Providers for bariatric transportation by geographic areas of coverage.

Thirty (30) days prior to the Operations Start Date, Vendor shall submit for Agency review and approval the NET Provider Network and Geographic Coverage Report, including information for the final subcontracted network.

Commercial Airlines. Vendor shall authorize and arrange transportation by commercial airlines if medically necessary and advance approval is obtained by the Agency.

Fixed Route. Vendor is encouraged to maximize the utilization of Fixed Route transportation whenever appropriate. Vendor shall be familiar with schedules of Fixed Route transportation in communities where it is available and areas where it becomes available during the term of the Contract. Vendor shall distribute or arrange for the distribution of Fixed Route passes to recipients for whom Fixed Route transportation is the most appropriate Mode of Transportation.

The farthest distance a recipient may be required to walk to or from a Fixed Route transportation stop is 1/4 of a mile. If Vendor determines that Fixed Route transportation is an appropriate Mode of Transportation for a recipient, but the recipient requests a different Mode of Transportation, Vendor may require the recipient to verify his or her mobility limitations, including, but not limited to, requiring the recipient to supply documentation from his or her physician. Vendor shall consider the following when determining whether to allow an exception:

- a. the recipient's ability to travel independently, including the age of the recipient traveling to the medical appointment, and any permanent or temporary debilitating physical or mental condition that precludes use of Fixed Route transportation;
- b. the availability of Fixed Route transportation in the recipient's area or community, including the accessibility of the location to which the recipient is traveling and whether the recipient must travel more than 1/4 of a mile to or from the Fixed Route transportation stop;
- c. whether inclement weather conditions (including extreme heat and cold) or other pertinent factors make use of Fixed Route transportation unfeasible;
- d. whether the Fixed Route transportation schedule is compatible with the recipient's appointment times for the Covered Medical Service. In this instance, "compatible" means that the schedule will allow the recipient to arrive at the drop off location no more than 90 minutes prior to the scheduled appointment time, and will allow the recipient 45 minutes after the estimated time the appointment will end to arrive at the pick-up location; and
- e. whether any special needs of the recipient require the coordination of services with other Providers.

Excessive Distance. Vendor may question whether a Covered Medical Service could be provided closer to the recipient's residence. Examples of possible excessive distance requests include a request for NET Services to a Provider that is not in the area where the Recipient resides, or a request for NET Services to a Provider that is not in the same county, bordering county or metropolitan area in a bordering state for recipients living in rural areas. Upon advance approval by the Agency the Vendor may deny the request if the Covered Medical Service is available closer to the recipient's residence and a medical certification from a medical provider to certify that the recipient is unable to be treated at a closer facility is not obtained.

Generally, in determining if the transport is within reasonable proximity of a recipient, the Vendor shall permit transports to contiguous counties, any bordering counties in the adjoining states of Florida, Mississippi, Georgia and Tennessee which are considered to be in the area where residents of that recipient's county of residence would conduct shopping and business activities.

If a recipient has recently moved to a new area, Vendor shall allow long distance transportation for up to ninety (90) days if necessary to maintain continuity of care until the transition of the recipient's care to a closer appropriate Provider can be completed. Vendor shall monitor the frequency of authorizations of NET Services involving Excessive Distance per recipient.

On-Time Arrival. The driver shall make his presence known to the recipient and wait until at least five (5) minutes after the scheduled pick-up time. If the recipient is not present for pick up, the driver shall notify the NET Provider's dispatcher before departing from the pick-up location. NET Providers cannot change the assigned pickup time without permission from Vendor. If the NET Provider cannot arrive on time to the pick-up location, the NET Provider or Vendor shall contact the recipient or the recipient's representative and the Provider. No more than two percent (2%) of the scheduled trips shall be late or missed per day.

Travel Time On Board. For multi-passenger trips, the NET Provider shall schedule trips so that a recipient does not remain in the vehicle for more than 45 minutes longer than the average travel time for direct transportation of that recipient. (This requirement does not apply to commercial air transports.)

Adverse Weather Plan. Vendor shall have a written plan for transporting recipients who need critical medical care, during adverse weather conditions. "Adverse weather conditions" includes but is not limited to, extreme heat, extreme cold, hurricane, tropical storms, flooding, tornado warnings and heavy snowfall. The plan shall be submitted to the Agency for approval two (2) weeks prior to the Operation Start Date and thereafter upon Agency request.

Choice of NET Provider. Pursuant to 42 CFR § 440.170(a), recipients do not have freedom of choice in selecting transportation by a particular NET Transporter. However, Vendor should strive to maintain existing relationships between NET Providers and recipients, and Vendor should try to accommodate a recipient's request for a specific NET Provider in Vendor's network, especially in the transportation of Recipients with Disabilities.

Vendor as a NET Provider. It is not the intent of the NET Broker Program that Vendor be a NET Provider in direct competition with other NET Providers. However, in the counties where there is an inadequate number or availability of NET Providers to ensure available access for recipients, Vendor may be a NET Provider.

Service Agreements with NET Providers:

Vendor shall identify, recruit, and negotiate service agreements with NET Providers sufficient to meet the needs of recipients, and including all Modes of Transportation. Vendor shall secure sufficient NET Provider resources (numbers and types of vehicles, drivers) under service agreements so that the failure of any NET Provider to perform will not impede the ability of Vendor to provide NET Services in accordance with the requirements of the Contract. All NET Providers shall be approved by the Agency's Medicaid Program to provide NET Services. Vendor is prohibited from establishing or maintaining service agreements with NET Providers that are not approved by the Agency or that have been determined to have committed Fraud of a State or federal agency or have been suspended, terminated or barred from participation in the Medicaid Program. Vendor shall terminate a service agreement with a NET Provider when substandard performance is identified or when the NET Provider has failed to take satisfactory corrective action within a reasonable time period. The Agency reserves the right to direct the Vendor to terminate any service agreement with a NET Provider when the Agency determines it to be in the best interest of the Agency. The NET Provider shall be allowed fifteen (15) days to request a review of the decision by Vendor or the Agency or both. Failure to request a review within fifteen (15) days shall be a waiver of the NET Provider's right to request a review.

Vendor shall submit with its proposal a model subcontract that Vendor intends to use with NET Providers. The model subcontract for each Mode of Transportation must be pre-approved by the Agency. Any deviation from the approved model subcontract must be approved by the Agency. Vendor shall not

use NET Providers with which Vendor has not executed a service agreement. The model subcontract shall include the following minimum requirements:

- a. Payment administration and timely payment;
- b. Modes of transportation;
- c. Geographic coverage area(s);
- d. Attendant services;
- e. Telephone and vehicle communication systems;
- f. Information systems;
- g. Scheduling;
- h. Dispatching;
- i. Pick-up and deliver standards;
- j. Urgent Trip requirements;
- k. Driver qualifications;
- l. Expectations for Door to Door, Hand to Hand, Curb to Curb;
- m. Driver conduct;
- n. Driver manifest delivery;
- o. Vehicle requirements;
- p. Back-up service;
- q. Quality assurance;
- r. Non-compliance with standards;
- s. Training for drivers;
- t. Training for recipients, to include, but not be limited to, Vendor telephone number(s) for requesting transportation to covered medical appointments.
- u. Confidentiality of Information;
- v. Specific provision, that in the instance of default by Vendor, the agreement will pass to the Agency or its agent for continued provision of NET Services. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with the Agency or its agent subsequent to default action or unless otherwise terminated by the Agency at its sole discretion;
- w. Indemnification language to protect the State of Alabama and the Agency;
- x. Evidence of insurance for vehicle and driver;
- y. Submission of documentation as required by the Agency (background checks, etc.); and
- z. Appeal and dispute resolution;

Vendor shall provide timely payment to each contracted NET Provider for the services rendered. Vendor may reimburse NET Providers through any payment arrangement agreeable to both parties, including a sub-capitation arrangement. All payment arrangements must include an incentive or safeguard to ensure Utilization Data for every Encounter is submitted to Vendor. A description of Vendor's payment methodology, billing system, billing policies, instructions and procedures must be submitted with the Proposal. Any penalties for late submission must be included in the description. Vendor's billing policies must include options for electronic submission of invoices by NET Providers. Any future amendments to these policies must be approved by the Agency. Vendor shall make payments to NET Providers for services provided on a timely basis consistent with the Claims Payment Procedure described at 42 U.S.C. § 1396a(a)(37)(A). In particular, Vendor shall pay at least ninety percent (90%) of all "clean claims" from NET Providers within thirty (30) days following receipt. Further, Vendor shall pay at least ninety-nine percent (99%) of all "clean claims" from NET Providers within ninety (90) days following receipt.

For purposes of this Section, a "clean claim" means one that can be processed without obtaining additional information from the NET Provider or from a third party, except that it shall not mean a claim submitted by or on behalf of a NET Provider or Provider who is under investigation for Fraud or Abuse, or a claim that is under review for medical necessity. Complaints or disputes concerning payments for the

provision of services as described in this paragraph shall be subject to Vendor's Provider grievance resolution system.

Post-Transportation Authorization Requests. Vendor shall develop and implement, with the approval of the Agency, a policy to allow for post-transportation authorization of NET Services. Post-transportation authorization shall be allowed in instances when prior authorization was not obtainable, such as services requested when the Call Center was closed. Vendor's post-transportation authorization policy shall ensure that all applicable requirements of pre-transportation authorization are considered for the post-transportation authorization, and shall establish a timeliness requirement for the submission of post-transportation authorization requests. The policy shall include the following Agency policies:

If the Agency has received the patient's application for Medical Assistance, but approval of the application has not been issued as of the date of service, the request for post-transportation authorization must be received by Vendor no later than ninety (90) days following the date of the Agency's Notice of Decision approving the application.

If the recipient did not inform the NET Provider of his or her eligibility for Medical Assistance, the request for post-transportation authorization must be received by Vendor no later than three (3) months following the date of service, but will be considered for payment by Vendor only if there is attached to the request a copy of the NET Provider's dated, private pay bill or collection correspondence, which was addressed and mailed to the recipient each month following the date of service.

Denials. If a request for NET Services falls under one or more of the denial criteria listed below, Vendor shall deny the request and enter the reason(s) for the denial in its information system on the same business day. Vendor shall generate and mail denial letters to recipients no later than the next business day following the date denial decision was made. The denial letter shall notify the recipients of the right to Appeal the denial. The Agency shall work with the Vendor to develop the criteria for sending denial notices. All costs of generating and sending denial notices shall be borne by Vendor. The Agency, in its sole discretion, may add, modify or delete denial reasons without additional payment to Vendor or a Contract amendment being required. In the event a recipient does not have sufficient information to arrange the transport and has to hang up and call back at a later time, the initial phone call with incomplete information will not be considered a trip denial for reporting purposes.

The recipient is not eligible for NET Services on the date of service;

The recipient does not have a medical need that requires NET Services;

The medical service for which NET Service is requested is not a Covered Medicaid Service;

The recipient has access to Available Transportation with no evident hardship;

Transportation to the medical service for which NET Service is requested is covered under another Program;

The request was for post-transportation Authorization and was not received timely or did not meet established criteria;

The medical appointment is not scheduled or was not kept;

Vendor cannot confirm that there was a medical appointment;

The trip was not requested timely and the request cannot be accommodated because of this, except for Agency determined emergency situations;

Provider assigned to the trip and another appropriate NET Provider is not available;

Additional documentation was requested and was not received timely;

The recipient refuses the appropriate Mode of Transportation; or

The recipient refuses the NET Provider assigned to the trip and another appropriate NET Provider is not available.

Timeliness Requirements:

Routine NET Services. Vendor shall authorize and schedule routine NET Services for ninety-eight percent (98%) of all requests within three (3) business days after receipt of the request. Vendor shall authorize and schedule routine NET Services for 100% of all requests within ten (10) business days after receipt of a request.

Non-Routine NET Service. If Vendor requires additional information in order to authorize a request, Vendor shall place the request on hold and shall request the additional information within twenty-four (24) hours after receipt of the request. Vendor shall specify the date by which the additional information must be submitted. Timely requests by Vendor for additional information shall stay the authorization period. If the additional information is not received by the date specified by Vendor, Vendor shall deny the request except NET Services to an appointment for chemotherapy, dialysis, and high-risk pregnancy. In those instances, Vendor shall authorize Single Trips and pursue receipt of necessary information to authorize a Standing Order.

Telephone System Requirements. Vendor shall maintain a Call Center in Alabama within approximately twenty (20) miles of the Capitol Complex in downtown Montgomery, Alabama. The Call Center shall include at least one statewide toll-free telephone number for receipt of requests for NET Services and another statewide toll-free telephone number for all recipients to call if their ride is more than 15 minutes late. The numbers shall be answered by live operators Monday through Friday, 7:00 a.m. to 6:00 p.m. Central Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Calls placed during hours that the Call Center is not open shall receive a voice message, in English stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, if there is an emergency. Vendor may also route calls placed during hours that the Call Center is not required by the Agency to be open to any call center operated by Vendor staff in any location in the United States of America. Vendor may never route calls outside of the United States of America. Vendor shall maintain and operate a telephone device for the deaf (TDD) for callers who need such a device. Vendor shall release and transfer the toll-free telephone number(s) to the Agency or a successor Vendor upon termination of the Contract.

Oral contact between Vendor and a recipient shall be in a language the recipient understands. Vendor shall employ English-speaking Call Center Staff. Where the language is other than English, Vendor shall offer and, if accepted by the recipient, supply interpretive services. If a recipient requests interpretive services by a family member or acquaintance, Vendor shall not allow such services by anyone who is under the age of 18.

Vendor shall ensure that its Call Center Staff treat each caller with dignity and respect the caller's right to privacy and confidentiality. Vendor shall process all incoming telephone inquiries regarding NET Services in a timely, responsive and courteous manner. Telephone staff shall greet callers and shall identify Vendor and themselves by name when answering.

Vendor shall operate an automatic call distribution system. Callers shall be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded. The automatic call distribution system and reporting system shall be able to record and aggregate the following information and shall be able to produce the reports specified herein and ad hoc reports that the Agency may request on a daily, weekly, or monthly basis:

The number of incoming calls;

The total number of calls answered;

The number of calls receiving busy signals;

The average speed to answer time;

The average time until there is a response from the automated voice response system;

The number of calls that are abandoned during the wait in queue for interaction with Call Center Staff;

The average and highest abandonment call times;

The average and maximum time spent in queue before abandonment for calls that do not reach Call Center Staff;

The average talk time;

The identity of the Call Center Staff member taking the call and authorizing the request;

The daily percentage of abandoned calls and calls answered;

The number of available operators, by time of day and day of the week, in hourly increments.

Vendor shall analyze data collected from its phone system as requested by the Agency and as necessary to perform quality assurance and improvement, fulfill the reporting and monitoring requirements of the Contract, and ensure adequate staffing. Upon the Agency's request, Vendor shall document compliance in these areas.

Vendor shall route incoming calls to multiple areas of operation, including an English-speaking recipient queue and Provider queues. The Agency, in its sole discretion, may require additional queues with written notice to Vendor, but without making additional payment to Vendor or a Contract Amendment.

Vendor shall obtain Agency approval prior to implementing any queue not required by the Agency.

Vendor shall maintain sufficient equipment and Call Center Staff to ensure that, on a monthly basis:

The automated voice response system is programmed to answer all calls within five rings;

The average queue time after the initial automatic voice response is five minutes or less;

The average abandonment rate is no more than 7%;

Sufficient qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service is available for callers who speak other languages; and

Vendor maintains and operates a telephone device for the deaf (TDD).

Vendor shall record all incoming calls for quality control, program integrity and training purposes. Vendor shall provide prior notification to the caller that the conversation will be recorded. Vendor shall maintain the recordings for up to twelve (12) months, at the direction of the Agency.

Vendor shall monitor at least two (2) "live" calls of each Call Center Staff member on a monthly basis by listening to the conversation as it occurs. Vendor shall use this monitoring to identify problems or issues, for quality control and training purposes. Vendor shall document and retain results of this monitoring and subsequent training and submit such documentation to the Agency upon the Agency's request.

In the event of a power failure or outage, Vendor shall have a battery back-up system capable of operating the telephone system for a minimum of eight hours, at full capacity, with no interruption of data collection identified in this proposal. Vendor shall notify the Agency immediately when its phone system is on battery power or is inoperative by notifying the Associate Director and Constituent Affairs via methods to be established. Vendor shall have a manual back-up procedure to allow it to continue to take requests if its computer system is down.

The automated call distribution (ACD) logs shall be maintained daily, tallied and sent to the Agency on a monthly basis in the reporting format specified by the Agency. Vendor shall also maintain daily logs on the Telephone Call Center to comply with the Reporting Requirements of the Contract.

Vendor's proposal shall include a detailed description of the proposed ACD system and its capabilities and capacities. Vendor shall include a sequence of questions and criteria that the Call Center representatives shall use to determine the recipient's eligibility, the appropriate Mode of Transportation, the purpose of the trip and all other pertinent information relating to the trip. All scripts must be approved by the Agency prior to use by Vendor.

Validation Checks. Vendor's payment procedures shall ensure that NET Provider claims for reimbursement match authorized trips and that the trips actually occurred. Vendor shall validate that transportation services paid for under the Contract are properly authorized and rendered. Vendor shall perform validation checks on at least 5% of NET Service requests in a month, both prior to the authorization of the request and after the services are rendered, as specified below. The Agency, at its sole discretion, may require validation checks of trips to specific services. Failure to achieve and report the required percentages in the format approved by the Agency may result in the assessment of damages.

Vendor shall conduct pre-transportation validation checks prior to authorizing the request for no fewer than five percent (5%) of the NET Service requests received in a month. Vendor shall contact the Provider and verify that the recipient has an appointment for a Covered Medical Service. Vendor shall not verify the medical necessity of an appointment. If Vendor verifies with the Provider that no appointment exists, or that the service is not a Covered Medical Service, Vendor shall record in its computer system the reason for the failed validation check, and Vendor shall deny the request. If a pre-transportation

validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer, Vendor shall flag the request for a post-transportation validation check, and the attempt at validation shall not be counted toward the 5% requirement.

Vendor shall conduct post-transportation validation checks on no fewer than 2% of the NET Services requests received in a month. Vendor shall contact the Provider and verify that the recipient had an appointment for a Covered Medical Service. Vendor shall verify that the recipient received a Covered Medical Service. Vendor shall not verify the necessity of the transportation or of the medical service, but only that the service occurred. If Vendor verifies with the Provider that there was no appointment, that the appointment was not kept or that the service was not a Covered Medical Service, Vendor shall record in its computer system the reason for the failed validation check. If a post-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer after three (3) attempts, Vendor shall enter into its system information that will alert the Call Center Staff that any future requests to this specific Provider shall be validated before it can be authorized.

Vendor shall perform pre-transportation and post-transportation validation checks for a percentage of Fixed Route transportation to be established by the Agency. The policy for validation of Fixed Route transportation, including the inclusion in the overall 5% validation check requirement, will be developed with input from Vendor, and agreed upon as part of the Contract negotiation.

Compliance with the American with Disabilities Act. Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation. Vendor shall supply all NET Providers with a copy of the ADA vehicle requirements and inspect the vehicles for compliance as required. Vehicles used for transporting recipients with disabilities must be in compliance with applicable ADA vehicle requirements in order to be approved for use under this program.

Vehicle Requirements. In addition to any federal, state, county or local requirements, all vehicles shall meet the following requirements:

The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.

All vehicles shall have adequately functioning heating and air-conditioning systems and shall maintain a temperature at all times that is comfortable to the recipient.

All vehicles shall have functioning seat belts and restraints as required by federal, state, county or local statute or ordinance. All such vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.

Each NET Provider shall have at least two (2) seat belt extensions available as required to accommodate recipient's needs.

For use in emergency situations, each vehicle shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver.

All vehicles shall have an accurate, operating speedometer and odometer.

All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.

All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.

The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicles.

The interior of all vehicles shall be clean and free of torn upholstery, floor or ceiling covering; damaged or broken seats; protruding sharp edges; dirt, oil, grease or litter; or hazardous debris or unsecured items.

All vehicles shall be operated within the manufacturer's safe operating standards at all times.

All vehicles shall have the NET Provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number must appear in lettering that is a minimum of three (3) inches in height and of a color that contrasts with its surrounding background.

To comply with confidentiality requirements, no words may be displayed on the vehicle that implies that Medicaid Recipients are being transported. The name of the NET Provider's business may not imply that Medicaid Recipients are being transported.

The vehicle license number, Vendor's toll-free and local phone number shall be prominently displayed on the interior of each vehicle. This information and the Complaint procedures shall be clearly visible and available in written format in each vehicle for distribution to recipients upon request.

Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".

All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.

All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.

Each vehicle shall contain a current map of the applicable geographic area with sufficient detail to locate recipient and Provider addresses.

Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires. With the exception of sedans, the fire extinguisher must be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.

Insurance coverage for all vehicles at all times during the Contract period shall be in compliance with state law, and any county or city ordinance. Vendor shall be listed as "an additional interested party" to ensure notification is made to the vendor in the event of a lapse in insurance coverage.

Each vehicle shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

Vendor shall document the lifting capacity of each vehicle in its network in order to route trips to NET Providers that have appropriate lift capacity for recipients.

Vendor shall require that every vehicle in a NET Provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute.

Vendor shall have in its network of NET Providers that have the capability to perform bariatric transports of patients up to 800 pounds.

Each vehicle which requires the recipient to step-up to enter the vehicle must include a step, or a safe step stool to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, sturdy metal with non skid tread. Under no circumstances will a milk crate, plastic stool or similar substitute be considered a viable alternative for a step stool. Milk crates, plastic stools or similar substitutes shall not be permitted on any vehicle. Step stools must be secured away from aisles and doorways while the vehicle is in motion in order to avoid obstructing the paths of passengers in the event of an emergency evacuation.

Each Wheelchair Vehicle with a mechanical lift must have an engine-wheelchair lift interlock system, which requires the Wheelchair Vehicles transmission is placed in park, and emergency brake engaged to prevent vehicle movement when the lift is deployed.

In addition, each Wheelchair Vehicle with a mechanical lift that is a hydraulically or electro-mechanically powered wheelchair lift must ensure that the lift is mounted so as not to impair the structural integrity of the vehicle that meets the following specifications:

- Is capable of elevating and lowering a 600 pound load and shall not cause the outer edge of the lift to sag, or tilt downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under 600 pound load;
- The lift platform is at least thirty (30) inches wide and forty-eight (48) inches long;
- The lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;
- The lift controls shall be operable and accessible from inside and outside the vehicle, and shall be secure from accidental and unauthorized operation;
- The lift shall be powered from the vehicles electrical system. In the event of a power failure, the lift platform shall be able to be raised/lowered manually with passengers, and shall provide a method to slow free-fall in the event of power or component failure;
- The lift operation shall be smooth without any jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;
- When in storage in the passenger compartment, the lift platform shall not be capable of falling out of or into the vehicle, even if the power should fail.

- All sharp edges of the lift structure which might be hazardous to passengers shall be padded and all sharp edges should be ground smooth;
- The lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of 1½ inches on the outbound end, to prevent ride over;
- It is preferable, but not required, that the platform, when in the stored position, not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;
- The lift platform surface shall be of a non-skid expanded metal mesh or equivalent to allow for vision through the platform;
- The lift shall be furnished with reflector tape on each side except the side adjacent to the vehicle and all step edges, thresholds, and the boarding edge of the lift platform; and
- The lift platform on vehicles must be equipped with a handrail on both sides of the lift platform for the purpose of loading and unloading ambulatory passengers. The handrail shall meet the following requirements:
 - Maximum height range thirty to thirty-eight (30–38) inches;
 - Knuckle clearance hand hold 1½ inches minimum;
 - Must be able to withstand force of 100 pounds; and
 - The handrail shall not reduce the lift platform width of at least thirty (30) inches.

Each Wheelchair Vehicle shall have, for each wheelchair position, a wheelchair securement device (or “tie-down”) which shall include the following:

- Be placed as near to the accessible entrance as practical, providing clear floor area of thirty (30) inches by forty-eight (48) inches. Up to six (6) inches may be under another seat if there is (9) inches height clearance from the floor. All wheelchairs shall be forward facing;
- Be tested to meet a 30mph/20gm standard;
- Securely restrain the wheelchair during transport from movement forward, backward, lateral, and overturning movements in excess of two (2) inches;
- Be adjustable to accommodate all wheel bases, tires (including pneumatic) and motorized wheelchairs;
- Be a lock system, belt system, or both and be acceptable to the Agency. If a belt system is used, the cargo strap shall be retractable or stored on a mounted clasp or in a storage box when not in use. A tract mounting lock system on the floor for securing wheelchair(s) shall be flush with the floor so as not to be an obstruction or become a tripping hazard. In all cases, the straps shall be stored properly when not in use; and
- Provide seat belts and/or shoulder harness that are attached to the floor or to the sidewall of the vehicle, which shall be capable of securing both the passenger and the wheelchair.

Vehicle Inspection. Vendor shall ensure that NET Providers maintain all vehicles to meet or exceed local, State, and federal requirements, and manufacturer's safety, mechanical, operating, and maintenance standards.

Vendor shall inspect all NET Providers' vehicles prior to the Operations Start Date and at least every six (6) months thereafter. Vendor is not required to inspect Private Auto vehicles.

Vendor shall test all communication equipment during regularly scheduled vehicle inspection.

Upon completion of a successful inspection, an inspection sticker approved by the Agency shall be applied to the vehicle. Vendor shall place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker shall state the license plate number and vehicle identification number of the vehicle.

Authorized employees of the Agency or Vendor shall immediately remove from service any vehicle or driver found to be out of compliance with these requirements, or with any State or federal regulations. The vehicle or driver may be returned to service only after Vendor verifies that the deficiencies have been corrected. Any deficiencies, and actions taken to remedy deficiencies, shall be documented and become a part of the vehicle's and the driver's permanent records.

Vendor shall submit the final plan for vehicle inspection, forms, inspection sticker and a list of trained inspectors to the Agency at least thirty (30) days prior to the Operations Start Date. The plan shall include the names of all employees or subcontractors who are authorized to inspect the vehicles for Vendor. Inspection forms must have a checklist that includes all the appropriate vehicle inspection requirements of the Contract and of local, State and federal law.

Driver Requirements. All drivers shall abide by State and local laws. The driver requirements listed below shall apply to all NET Providers with the exception of Private Auto.

All drivers, at all times during their employment, shall be at least 18 years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.

Drivers who receive citations and are convicted of two moving violations or accidents related to transportation provided under the NET Broker Program shall be removed from service.

Drivers shall not have had their driver's license suspended or revoked for moving traffic violations in the previous five (5) years.

Vendor shall require that the NET Provider comply with Alabama Statute regarding criminal background checks. Vendor shall verify that driver is not listed on the Alabama Sex Offender Registry. Vendor must ensure that the "Any State" option is utilized to verify that the driver is not listed on the Registry in any State. Vendor shall conduct criminal background checks on all drivers, and shall include in its Proposal the criteria Vendor will use to determine if a driver can provide services under the NET Broker Program.

All drivers shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance.

No driver shall use alcohol, narcotics, illegal drugs, over-the-counter medications or prescription medications that impair the ability to perform.

All drivers shall wear and have visible a nametag that is easily readable and identifies the employee and the employer.

No drivers shall smoke while in the vehicle, while assisting a recipient, or in the presence of any recipient. Recipients shall not be allowed to smoke in the vehicle.

Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NET Provider or to call 911 in an emergency.

The driver shall provide an appropriate level of assistance to a recipient when requested or when necessitated by the recipient's mobility status or personal condition. This includes Curb-to-Curb, Door-to-Door, and Hand-to-Hand assistance, as required. Before departing the drop-off point, the driver shall confirm that the recipient is safely inside the destination. The Driver is responsible for properly securing any mobility devices utilized by the recipient.

The driver shall assist the recipient in the process of being seated and confirm that all seat belts are fastened properly, and that all passengers are safely and properly secured.

Upon arrival at the destination, the driver shall park the vehicle so that the recipient does not have to cross streets to reach the entrance of the destination.

The driver shall not leave a recipient unattended at any time.

If a recipient or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the dispatcher, and request assistance.

Drivers with more than one confirmed incident of failure to properly secure a recipient's wheelchair must be removed from providing services until such time as the NET Provider submits documentation to the Vendor to support that the Driver has been properly trained in the use of securement devices.

Provider Daily Trip Logs. Vendor shall require that the NET Providers' drivers maintain daily trip logs containing, at a minimum, the information listed below. Private Auto and Fixed Route transportation are excluded from this requirement;

Date of service

Driver's name

Driver's signature

Recipient's full name and signature (Attendant if appropriate);

Vehicle Identification Number (VIN) or other identifying number on file with the vendor;

The NET Provider's Name

The Request Tracking Number

Mode of Transportation authorized

Actual pick up time in military time

Actual drop off time in military time

Miles driven per trip

Notes, if applicable. At a minimum, the log must show notes in the case of cancellations, incomplete requests, "no-shows", accident and incident.

Trip Manifests

At least forty-eight (48) hours prior to the trip, Vendor shall provide a trip manifest to the NET Provider. To ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA), Vendor shall send trip manifests to the NET Provider by a facsimile device or secure electronic transmission. NET Providers and Vendor shall have dedicated telephone lines available at all times for faxing purposes. The trip manifests, supplied to NET Providers, shall include all necessary information for the driver to perform the trip, including but not limited to:

Request Tracking Number;

The Current Date;

The recipient's name;

The recipient's phone number;

The address and time of the pick-up and the address and time of the appointment for Covered Medical Service (including the name and phone number of facility);

The Mode of Transportation;

Directions to recipient's home, if appropriate;

Return trip times, if appropriate; and

Any special needs of the recipient or instructions to the driver.

If Vendor sends a trip manifest to a NET Provider less than forty-eight (48) hours before the pick-up time, Vendor shall also contact the NET Provider by telephone or electronically to confirm that the trip will be accepted. Vendor shall include provisions regarding these requirements in any subcontracts with NET Providers.

Real Time Communication

Vendor shall require that every vehicle in a NET Provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute. In its Proposal, Vendor shall detail the communication equipment that will be used to fulfill the requirements of the Contract, including how communication

among recipients, Vendor, NET Providers, and drivers will be managed to ensure that there are no delays in services or in emergency relief. Vendor shall list by name the Management staff that will be responsible for Real Time Communication efficiency. The requirements of this paragraph do not apply to Private Auto.

Vendor shall ensure that all real-time activities, including those listed below, are managed in a professional manner.

Emergencies such as accidents, incidents, and vehicle breakdowns. In the event of a vehicle breakdown, the driver must notify the NET Provider immediately to report the breakdown and arrange for alternative transportation for the recipient(s) on board.

Cancellation of a trip by a recipient. Vendor shall communicate information regarding cancellations to the NET Provider in an expeditious manner to avoid unnecessary trips.

No-shows. In the event of a no-show, the driver must immediately notify the NET Provider, and the NET Provider must immediately notify Vendor so that the authorization may be cancelled.

NET Provider Manual.

Vendor shall develop and maintain a NET Provider Manual. Vendor's NET Provider Manual shall contain all policies and procedures for the NET Broker Program. Vendor shall work closely with the Agency on the development of the NET Provider Manual, and must obtain Agency approval prior to release of the Manual. The Manual shall be reviewed, updated, and distributed to all NET Providers annually and whenever changes in operation are made. Updates and changes must be approved by the Agency before distribution. The Agency shall notify Vendor in writing if a modification is required, and Vendor shall incorporate any modifications within ten (10) business days after such notification.

Vendor shall submit a draft outline of the NET Provider Manual with Vendor's Proposal. Vendor shall submit a final completed Manual to the Agency for approval no later than thirty (30) days prior to the Operations Start Date. Vendor shall not begin operations without an approved NET Provider Manual. The Manual shall include, at a minimum, the following:

- NET Provider enrollment and participation requirements;

- NET Provider file maintenance and record keeping requirements;

- Standard reimbursement requirements;

- Covered and Non-Covered Services;

- Vehicle requirements;

- Limitations and considerations of NET Services to Covered Medical Services

Vendor shall provide the NET Provider Manual to all NET Providers in Vendor's network and to all Vendor staff. Vendor shall make the NET Provider Manual available electronically through a link on Vendor's website, and shall incorporate the NET Provider Manual into all training programs for NET Providers and Vendor's employees.

Recipient Education Plan.

Implementation. Vendor shall develop and implement a plan for informing and educating recipients about the NET Broker Program. Vendor shall provide written and oral information to adequately educate recipients, long-term care facilities, local human service agencies, NET Providers/Transporters, and other Providers in the State. The education plan shall emphasize the availability of NET Services, eligibility for these services, Standing Orders, medical documentation of need, and how to request and use NET Services. At least thirty (30) days prior to the Implementation Date, Vendor shall mail, by first class mail and at Vendor's expense, written materials to inform and educate recipients about the NET Broker Program. All written materials developed by Vendor shall require Agency prior approval. The Agency will provide the Vendor with a listing of beneficiaries and addresses.

Notice to recipients. The Agency will provide, on its website, initial and ongoing notices to recipients regarding the availability of transportation assistance and instructions on how to access it, including a prominent notice that such assistance is available free of charge.

Non-Compliant Recipients. Vendor shall provide continuing education to recipients who do not comply with established policies and procedures of the NET Broker Program. Vendor may impose transportation options on recipients with excessive incidents of non-compliance. The Agency must approve, in advance, any options which might be imposed.

In the case of recipients who are chronically late or absent for scheduled trips, Vendor may require the recipient to call when the recipient is ready to be picked up. Neither Vendor nor the NET Provider may charge recipients for no-shows.

Vendor shall have an education policy and transportation options for recipients whose behavior en-route threatens the safety of the recipient, driver, or other passengers.

Vendor shall maintain a record (available to Agency) of recipients for whom transportation options are imposed.

NET Provider and Provider Training. Vendor shall submit to the Agency with its Proposal an overview of Vendor's plan to educate NET Providers and Providers, including information on training sessions, training materials, ongoing meetings with NET Providers and Providers, and continuing education. A separate training program shall be submitted for NET Providers and for Providers. Vendor shall submit its final plans for educating NET Providers and Providers at least thirty (30) days prior to the Operations Start Date. No later than fifteen (15) business days prior to the Operations Start Date, Vendor shall conduct NET Provider and Provider training sessions in at least five (5) locations throughout the state. The Agency must prior approve these training locations, and the Agency may participate in these trainings. Vendor shall arrange the training sessions, and all costs of the training sessions shall be borne by Vendor. The training program shall educate and train NET Providers regarding the NET Broker Program and train Providers regarding requests for transportation, Standing Orders, and documentation of need from Provider. Vendor shall perform additional NET Provider or Provider training as requested by the Agency.

Operating Procedures Manual. Vendor shall develop an operations procedures manual detailing all procedures to be used in scheduling and delivery of NET Services. This manual shall be submitted to the Agency for review at least thirty (30) days prior to the Operations Start Date. The Agency may require modification of the operations procedures manual at any time, and notify Vendor of the required modification. Vendor shall modify the operations procedures manual within ten business days of notification. Vendor shall not begin operations without an approved operations procedures manual.

Vendor shall provide a copy of the operations procedures manual to all Vendor staff and shall incorporate it into all training programs for new employees.

Recipient Complaint Resolution and Appeal Process. Vendor shall have a Complaint Resolution process for recipients. Each Complaint shall be assigned a unique tracking number. Vendor shall submit a draft of its Complaint Resolution process with its Proposal. Vendor shall respond to a complainant within one (1) business day after receipt of a Complaint. Vendor shall attempt to resolve Complaints in accordance with the Complaint Resolution Process. Vendor shall work with all parties, and the Agency, as necessary, to resolve the Complaint.

Information provided to the Agency should include at a minimum:

Providing documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to the specific case being appealed;

Maintaining records and providing documentation regarding a denial. Records should be maintained as outlined herein and in Provider Manual.

Providing comprehensive documentation specific to the particular case.

If the Agency overturns the denial and authorizes the NET Services, the Agency shall notify the recipient and the NET Provider of the Appeal decision and Vendor shall approve the NET Services and reimburse the NET Provider.

Vendor shall review its Complaint resolution process at regular intervals, and shall notify the Agency if it determines that an amendment of that process is necessary, but Vendor shall amend the process only with the prior written consent of the Agency.

NET Provider Complaint Resolution and Grievance Process. Vendor shall establish and maintain a procedure for reviewing Complaints and Grievances made by NET Providers. Each Complaint or grievance shall be assigned a unique tracking number. Vendor shall submit a draft of its NET Provider Complaint Resolution process with its Proposal. Vendor's procedures shall be submitted to the Agency in writing and approved in writing by the Agency; provide for prompt resolution, and ensure the participation of individuals who have authority to require corrective action. Vendor shall attempt to resolve any Complaint in accordance with the Complaint Resolution Process. Vendor shall work with all parties, and the Agency, as necessary, to resolve the Complaint.

Vendor shall review its NET Provider Complaint resolution process at regular intervals, and shall notify the Agency if it determines that an amendment of that process is necessary, but Vendor shall amend the process only with the prior written consent of the Agency.

Data Systems Requirements. Vendor shall interface with the Agency's data system for the exchange of information, including but not limited to, sending and retrieving all file transmissions in an electronic format. Vendor shall transmit and retrieve all electronic data using a connection approved by the Agency.

Connectivity. Vendor shall exchange data using a mutually agreed upon transfer method. All costs associated with interfacing with the Agency shall be borne by Vendor. Vendor shall provide staff with proficient telecommunications knowledge to ensure communication connectivity is established and maintained. Vendor shall install, configure, maintain and troubleshoot any firewall devices required on Vendor side of the data communication link. If a new connection method becomes available, the Agency will work with CMS and the Vendor to make any changes required.

Modifications for Technical Advances. The Agency and Vendor recognize that technical advances, operational enhancements, or process reengineering opportunities may arise that could afford program efficiencies and quality improvement. If either party desires to modify its data system to reflect such technical advances, operational enhancements, or process reengineering opportunities, and the parties agree that such modification will be in the best interest of the objectives set forth in the Contract and will not result in an increase in the rate paid to Vendor under the Contract or in a disruption of services to recipients, the parties may implement the modification without a Contract amendment.

Interface. Vendor shall, with the assistance of the Agency, coordinate the interface between the Agency's MMIS center and Vendor. The Agency's Medicaid Management Information System (MMIS) is operated by the fiscal agent, Hewlett Packard Enterprise Services ("HPES").

Business Continuity and Disaster Recovery. Vendor shall provide in its Proposal a Business Continuity Plan and a Disaster Recovery Plan that shall detail the steps the Vendor will take to enable Vendor to continue to meet all requirements of the Agency in the event of an outage or failure of the Agency's or Vendor's data, communication or technical support system. Vendor shall describe, review and update the Business Continuity Plan and Disaster Recovery Plan at least annually. All costs associated with activating and sustaining execution of the Business Continuity Plan and Disaster Recovery Plan shall be borne solely by the Vendor.

Security. Vendor shall comply with the Agency's written policies and procedures regarding data security and integrity. The Agency will provide Vendor with copies of written security policies and procedures and, as soon as is practicable, with copies of any modifications thereof.

Capture of Data. Vendor shall capture and retain data used to administer the NET Broker Program and prepare contractually required reports, ad hoc reports and data files required by the Agency, and reports necessary for Vendor to perform the quality assurance and monitoring activities necessary to administer the NET Broker Program. The data to be captured are subject to change to accommodate the needs of the Agency, without additional payment or a Contract amendment. The data captured and retained shall be sufficient to meet the reporting requirements set forth.

Recipient Extract Files.

Weekly Recipient Extract File. Each week, the Agency shall provide Vendor with a Recipient Extract File containing eligibility information for all persons enrolled in the Medicaid Program who are eligible to receive NET benefits. In order to ensure that Vendor's system is synchronized with the Agency's recipient database, Vendor shall upload the weekly Recipient Extract File within three (3) business days after receipt. In addition, the Agency will provide the Vendor with limited access to the Alabama Medicaid MMIS to verify recipient eligibility as needed for eligibility changes made between extract files.

The Vendor shall install and maintain at the Vendor's expense the necessary hardware, software, and secure, encrypted data connections necessary to access the Medicaid system. A high-speed virtual private network (VPN) connection to the Medicaid Agency Fiscal Agent's Orlando Data Center (ODC) is required. The minimum requirements for configuration of a desktop to be used to access the Medicaid system are as follows:

- CPU- 3.0GHz, P4, 800FSB
- Cache- 1MB 1.2 Cache

- Connectivity- 10/100/1000 NIC
- Microsoft Windows XP
- Microsoft Internet Explorer for access to InterChange MMIS (Medicaid Management Information System)

The Vendors system responsibilities include:

- Submission of requests for employee passwords for the Medicaid system.
- Notifying Medicaid when an issued password is no longer needed due to termination of employment or change in duties within five days.
- Ensuring that its employees are informed of importance of system security and confidentiality.

Medicaid system responsibilities include:

- Obtain security passwords from the Fiscal Agent upon Contractor request.
- Serve as liaison between the Vendor and Fiscal Agent.

Recipients without RID's. Vendor shall have the capability to manually enter eligibility data for recipients, including the name and RID. Vendor shall be capable of reconciling the information entered manually against the Daily Recipient Extract File to ensure that the information in Vendor's system is accurate.

Agency Access. Vendor shall provide the Agency with access to Vendor's data systems for auditing and monitoring purposes. Access shall include, but is not limited to, all equipment, systems, and communications software necessary for the Agency to view utilization information. Vendor shall be responsible for all costs of acquisition and maintenance of the remote access, including hardware and software costs.

Mileage Calculation. Vendor shall use accurate and reliable software to calculate mileage. Vendor shall be responsible for the accuracy of the calculation and shall represent such for the Agency in audit or legal proceedings.

Electronic Access for NET Providers. Vendor shall establish and maintain a secure Web-based inquiry system for NET Providers to access NET Services trip authorization information. This system shall provide access to the current status of all trip requests. Vendor shall update these records as soon as possible. Vendor shall provide technical assistance and training to NET Providers regarding use of the Web based inquiry system.

Security. The Web based inquiry system shall conform to the Agency's security requirements including, but not limited to, the following:

- a. HIPAA Privacy Guidelines
- b. HTTPS Web Page
- c. 128-Bit Encryption
- d. User Authentication and Authorization

Format and Content. Web-based screens shall conform to the requirements for readability set forth in the ADA. At a minimum, the screens shall provide the following information:

- a. Summary of Trips for a Date Range
- b. Summary of Trips by a recipient for a Date Range
- c. Details of Trips by Request Tracking Number

Additional Data. Vendor's systems shall be capable of capturing additional data elements as may be required by the Agency. Vendor shall add such data elements at no additional cost and without a Contract amendment.

Back-Up. Vendor shall have a backup of its systems, phones, and electronic media records in an appropriate location that is protected against fire, theft or Disaster. Vendor shall ensure that its back-up system minimizes the potential for loss of data.

All of this section is subject to compliance with the Agency's fiscal agent and systems department.

Implementation Work Plan.

Vendor shall prepare and maintain throughout the implementation period an Implementation Work Plan that includes all tasks required to successfully begin operation of the NET Broker Program. The work plan shall be sufficiently detailed to satisfy the Agency that the work will be performed in a logical sequence, in a timely manner, and with an efficient use of resources. Vendor shall submit the final Implementation Work Plan electronically and hard copy to the Agency no later than fourteen (14) days after the date the Contract is awarded to Vendor. This plan shall include timeframes, the milestone for each task during the implementation period, and the names of Vendor staff recipients who will be responsible for each task during the implementation period.

Each task listed in the Implementation Work Plan shall include a description of the activity, a scheduled start date and a scheduled completion date. The types of tasks required to be described in the Implementation Work Plan include, but are not limited to, the following:

Acquisition of office space, furniture, and telecommunications, computer equipment, including software, and installation of utilities;

Hiring and training of central office staff, Call Center staff, and service staff;

Recruitment and contracting of NET Providers;

Verification that NET Provider vehicles meet Contract standards, including inspection and certification;

Verification that drivers meet Contract standards; operational readiness testing of daily operational requirements, including, but not limited to, Call Center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to the Agency Readiness test;

Installation of trip scheduling, reservation, and dispatch systems;

Recipient, NET Provider and Provider education and training; and

Development of required deliverables, including the reports, the Operations Procedure Manual, the NET Providers Manual, the eligibility file requirement, the utilization data submission

procedures, the quality assurance plan, the business continuity plan and the disaster recovery plan.

Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

Readiness Review. Approximately two (2) weeks prior to the Operations Start Date, the Agency will conduct a Readiness Review of Vendor, after which the Agency may approve Vendor for implementation. Vendor must receive written Agency approval of all submission and demonstration requirements prior to the Implementation Date.

Prior to the readiness review Vendor shall submit the following for Agency review and approval to ensure that each process or item fully and consistently meets the Agency's requirements:

- a. Vendor's Information Systems Screen Prints and Logic;
- b. Vendor's Brokerage Process, including authorization, scheduling, dispatch, coordination, management, generation of denial letters, and reimbursement process;
- c. Vendor's Validation Plan;
- d. Vendor's Business Continuity Plan and Disaster Recovery Plan;
- e. Vendor's Final Recipient Complaint and Appeal Process;
- f. Vendor's Final Provider Complaint and Grievance Resolution Process;
- g. Verification that education of recipients, NET Providers, Providers, and other agencies occurred;
- h. Proof of Vendor's NET Provider network sufficiency;
- i. Proof of compliance with vehicle and driver requirements;
- j. Vendor's Vehicle Inspection Plan;
- k. Vendor's NET Provider's Manual;
- l. Vendor's Operations Procedures Manual; and
- m. Vendor's reporting capabilities;
- n. Vendor's Quality Assurance and Monitoring processes.

As part of the Readiness Review, Vendor must demonstrate to the Agency:

That Vendor's telephone system meets all Contract requirements, including reporting capabilities. Test scripts shall be available as part of the Readiness Review

That Vendor's data system meets all Contract requirements, including:

- a. data collection;
- b. the method by which recipient information is recorded by Vendor and displayed on screens used by Call Center Staff at their work stations;
- c. the method by which Agency overrides and/or special instructions will be displayed on screens;
- d. the ability to determine recipient eligibility;
- e. the ability to produce denial letters to recipients, NET Providers, and Providers, as appropriate;
- f. the functionality of the Web-based inquiry system for NET Providers;
- g. Vendor's quality control procedures and edits;
- h. Vendor's reporting capabilities;
- i. That Vendor's Call Center Staff are appropriately trained and Call Center Staff is sufficient to meet the timeliness requirements and telephone system requirements.

Vendor shall have an opportunity to make corrections prior to Operations Start Date and will be required, upon request of the Agency, to submit documentation to the Agency that corrections have been made.

If Vendor is not ready to begin operations on the Operations Start Date, Vendor shall pay any costs the Agency may incur if the Agency must use services other than those of Vendor to continue to supply NET Services in the State.

Two (2) weeks prior to the scheduled Operations Date, Vendor shall begin taking calls for requests for NET Services that are scheduled to be provided on or after the scheduled Operation Start Date. No payment for services prior to the Implementation Date will be made.

Quality Assurance Specifications.

At least thirty (30) days prior to the Operations Start Date, Vendor shall submit a final Quality Assurance Plan to the Agency for its review and approval. The Quality Assurance Plan shall include at least the following:

- Vendor's procedures for certification that all NET Services paid for are properly authorized and actually rendered;

- Vendor's plan to develop safeguards against Fraud or Abuse by NET Providers, Providers, recipients and Vendor staff and fulfill the Agency reporting requirements regarding such activity;

- Vendor's agreement to indemnify the Agency against any causes of actions or claims of payment brought by NET Providers or recipients;

- Vendor's plan to ensure that NET Providers meet standards for vehicle maintenance, operation, and inspection; driver qualifications and training; complaint resolution; and delivery of courteous, safe and timely NET Services.

Vendor's Monitoring Plan.

The Agency reserves the right to make quality assurance reviews on services provided by Vendor under the Contract anonymously and without advance notice.

Vendor shall document accidents and incidents that occur in conjunction with a scheduled trip when a recipient is present in the vehicle. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip, causing the driver to stop the vehicle, such as a passenger becomes unruly or ill. Details shall be reported in the Accident and Incident Report.

Vendor shall develop and implement a plan for monitoring NET Providers' compliance with all applicable local, State and Federal laws and regulations. Vendor shall ensure that NET Providers comply with the terms of their subcontracts and all NET Provider-related requirements of the Contract, including driver requirements, vehicle requirements, complaint resolution requirements and the delivery of courteous, safe, timely and efficient transportation services. Monitoring activities shall include, but are not limited to:

- On-street observations;
- Accident and incident reporting;
- Statistical reporting of trips;
- Analysis of Complaints;
- Driver licensure, driving record, experience and training;

- Recipient safety;
- Recipient assistance;
- Completion of driver trip logs;
- Driver communication with dispatcher; and
- Routine scheduled vehicle inspections and maintenance.

Vendor shall have written procedures for ensuring that an appropriate corrective action is taken when a NET Provider furnishes inappropriate or substandard services, when a NET Provider does not furnish services that should have been furnished, or when a NET Provider is out of compliance with federal or State laws or regulations. Vendor shall report quarterly to the Agency on monitoring activities, monitoring findings, corrective actions taken, and improvements made by the NET Provider.

Every six (6) months, Vendor shall conduct a recipient satisfaction survey regarding the NET Broker Program. In its Proposal, Vendor shall explain in detail how the surveys will be conducted. The initial six (6) month period shall be the first six (6) months during which Vendor delivers NET Services. The format, sampling strategies and questions of the survey must be approved by the Agency prior to use, and the Agency may specify questions that are to appear in the survey. The survey topics shall include, but are not limited to:

- (1) confirmation of a scheduled trip;
- (2) driver and Vendor staff courtesy;
- (3) driver and attendant assistance, when required;
- (4) overall driver behavior;
- (5) driver safety and operation of the vehicle;
- (6) condition, comfort and convenience of the vehicle; and
- (7) punctuality of service.

The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which Vendor's staff and the NET Provider's staff interacted with recipients. The survey responses received, and Vendor's analysis of those responses shall be submitted to the Agency no later than sixty (60) days after the surveys are mailed.

In its Proposal, Vendor shall describe, in detail, its approach to and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plans, if any, for surveying specific populations such as Recipients with Disabilities, family of recipients, facilities, and Providers.

Contract Close Out and Turnover Procedure

Turnover Plan. Vendor shall submit a Turnover Plan to the Agency within 6 months after notice of award. The Plan shall provide for an orderly and controlled turnover of Vendor's responsibilities to a successor Vendor or to the Agency at the end of the Contract period or upon termination of the Contract, and minimize the disruption of NET Services to the Agency and recipients. The plan shall include the proposed approach to turnover, the tasks and subtasks for turnover, a schedule for turnover, the operational resource requirements, any training to be provided, and procedures for the transfer of data, documentation, files, training materials, the operations procedures manual, brochures, pamphlets, and all other written materials and records developed in support of the NET Broker Program.

Turnover Notification and Turnover Period. In the event the Agency desires a turnover of the duties and obligations of Vendor to the Agency or to a new vendor upon termination of the Contract, the Agency shall give written notification to notify Vendor of the need for turnover at least ninety (90) days prior to the termination date of the Contract. The Turnover Period shall begin on the date specified by the Agency in the notice and shall continue until the Agency determines that all of Vendor's Contract duties and

obligations have been met, even if that date extends beyond the termination date of the Contract. The Agency shall provide written instructions in the notice regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data, and information the Agency determines are required to provide for an orderly turnover.

Specific Closeout Requirements. Vendor shall complete all duties required in the Contract with regard to requests for NET Services for dates of services up to and including 11:59 p.m. Central Time on the termination date of the Contract. These duties include, but are not limited to:

- Scheduling, authorization and provision of NET Services;
- Successful submission to the Agency of all Utilization Data;
- Generation and sending of all required notices to Providers and recipients;
- Validation Checks as required; and
- Submission, and correction as necessary, of all reports required.

Agency Access. During the Turnover Period, Vendor shall allow the Agency full remote access, during regular business hours, to all data records, as required in the Contract.

Specific Turnover Requirements. At any time prior to the Agency's determination that all requirements under the Contract have been completed, the Agency may request, and Vendor shall provide, the following information to the Agency:

Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Vendor prior to 11:59 p.m. Central Time on the termination date of the Contract and that have not been transmitted to the Agency for processing.

Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Vendor prior to 11:59 p.m. Central Time on the termination date of the Contract and that the Agency returned to Vendor as unprocessed with an error code.

Information on any other deliverables that are pending as of 11:59 p.m. Central Time on the termination date of the Contract, including, but not limited to, any outstanding Reports, the status of any unresolved Complaints or grievances, and the status of any Agency Appeal hearings that have been scheduled or are in process.

Vendor Response to Questions. Vendor shall answer any written questions from the Agency or a new Vendor regarding the review of the information and data that Vendor has transferred to the Agency or a new Vendor. Vendor's answers shall be in writing and shall be submitted to the Agency or the new Vendor within five (5) business days after receipt of the question.

Turnover Meetings. The Agency shall notify Vendor of the date, time, and location of meeting(s) regarding the closeout or turnover to be held among the Agency, Vendor and any new Vendor. Vendor shall provide a minimum of two individuals to attend the meetings. The individuals attending shall be proficient and knowledgeable regarding the paper materials and electronic data to be transferred and delivered to the Agency or a new Vendor.

Payment for Turnover. Vendor shall not receive payment or reimbursement, other than the final administrative payment to be made under for the performance of turnover activities, whether Vendor performs those activities before or after the date of Contract termination. The final administrative payment shall be made upon determination by the Agency that all requirements under the Contract have been completed.

Milestones and Deliverables. All milestones and deliverables are incorporated into the Scope of Work.

Reporting, Status and Monitoring Specifications. Vendor shall provide the Agency with the reports specified below in a format that will be provided by the Agency prior to the Implementation/Operation Start Date. Report formats may include paper reports or data files. Vendor shall provide additional reports or make revisions in the data elements or format upon the request of the Agency, without additional charge to the Agency and without a Contract amendment. Upon request of the Agency, Vendor shall supply the underlying data to support any report submitted. The data shall be in a mutually agreed upon electronic file format. The Agency may add or delete reports to be submitted without requiring a Contract amendment. Failure to meet the timeliness standard set forth for each report may, in the sole discretion of the Agency; result in the assessment of damages as specified.

Provider Monthly Report Card. This Report shall be due no later than the 15th day of the month following the report month. The report shall detail the following by NET Provider:

- the total trips (less cancellations) assigned to the NET Provider;
- the total number of trips for which the NET Provider was late;
- the total number of trips for which the NET Provider was a No Show; and
- the total number of complaints for which the NET Provider was at fault.

The Report shall compute the percentage of trips run complaint free and the percentage of A-leg trips that were completed on-time. A-leg trip is the trip from the recipient's residence to their medical appointment.

Monthly County Level Detail Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall detail by Alabama County (out-of-state may be grouped by State name) the total number of trips, total mileage and total cost to the Vendor by Level of Service. The Report shall be further broken down by the following mileage tiers:

- 10 miles or less;
- 11 miles to 25 miles;
- 26 miles to 50 miles; and
- 51 miles or greater.

Monthly Call Center Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall provide for each business day during the reporting period, the following information, in addition to the requirements set forth on Pages 21 and 22 of this RFP:

- total calls received;
- total calls answered;
- total calls abandoned;
- average abandonment time;
- average talk time;

- average speed answered;
- percentage of calls abandoned
- percentage of calls answered;
- highest abandonment time; and
- highest average speed answered.

Monthly Staffing Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall provide for each business day by hour (starting with 7 A.M. and ending with 6 P.M.) with the total number of fulltime Customer Service Representatives who are immediately available to receive phone calls to arrange transportation services.

Monthly Customer Service Representative Monitoring Report. This Report shall be due no later than the 15th day of the month following the report month. The Vendor shall devise a process to monitor the phone conversations of the Customer Service Representative to evaluate the quality and appropriateness of the services provided to callers. The Vendor may work with the Agency to devise an acceptable evaluation scoring process.

The Vendor shall monitor each Customer Service Representative and the Report shall detail the following:

- the name of the employee;
- the number of calls monitored;
- the score assigned to each call;
- description of any deficiency;
- action taken to correct any deficiency;
- name of the Supervisor responsible for the employee.

Reservation Summary Report. This Report shall be due no later than the 15th day of the month following the report month. The Vendor shall provide a report which details the total number of reservations (fewer cancellations) by Level of Service for each month in the Fiscal Year with cumulative Fiscal Year- to-Date totals. In addition, the Report shall detail by month, the number of standing order trips and the number of single trips.

Unduplicated Riders by Level of Service Report. This Report shall be due no later than the 15th day of the month following the report month. The Vendor shall provide a report which details the following information:

- total number of unduplicated recipients by Level of Service for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals;
- the percentage of recipients by month and cumulative for the Fiscal Year for each Level of Service;
- the total number of eligible recipients (this number will be provided to the Vendor by the Agency) by Month;
- the percentage of unduplicated recipients over the total number of eligibles.

Monthly Complaint Summary Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall detail the total number of valid complaints by complaint category for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals and a percentage calculation for each complaint category for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals. The complaint categories shall include but are not limited to:

- Issue with Vendor;
- NET Provider Late;
- Issue with NET Provider's Driver;
- Issue with NET Provider's Vehicle;
- NET Provider No-Show
- Complaint by Medical Facility
- Recipient Incident/Injury
- Other NET Provider Issue

Monthly Complaint Detail Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall provide for each valid complaint at least the following information:

- complaint number;
- Recipient's Name;
- Recipient's RID;
- name of the complainant;
- complaint receive date;
- complaint type;
- complaint details;
- to whom the complaint is against;
- name of the NET Provider;
- result of the complaint investigation;
- date of complaint resolution.

Monthly Denial Summary Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall detail the total number of denied transports by denial category for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals. The denial categories shall include but are not limited to those denial reasons detailed.

Monthly Denial Detail Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall provide the following information for each denied trip during the month:

- Recipient's RID;
- Recipient's name;
- Recipient's address;
- date of denial;
- trip ID number;
- denial reason;
- Vendor staff who denied the transport.

Monthly Network Report. This Report shall be due no later than the 15th day of the month following the report month. The Report shall provide a listing of NET Providers which details the Level of Service available through the NET Provider and the Counties they serve.

NET Services Scheduled Trip Request Report. This Report shall be transmitted as a batch file to the Agency upon Agency request and shall contain information regarding each requested trip. The file layout

shall be submitted to the Agency for approval. The content and layout of these files are subject to change to accommodate the needs of the Agency, at no additional cost and without requiring a Contract amendment.

Provider Training Schedule. This Report shall be due no later than five (5) days before the start of the month in which training will occur and shall provide the schedule of NET Provider and Provider training sessions for the report month. *Any changes to the scheduled training sessions shall be reported, immediately, via facsimile transmission, to the Agency.* This Report shall not include training conducted prior to the Implementation Date.

Accident and Incident Report. The Vendor shall include within the report the details of accidents or incidents, which shall be due within twenty four (24) hours after an accident or incident with injuries and within seventy two (72) hours after an accident or incident without injuries.

Recipient Satisfaction Survey Report. This Report shall be due no later than the 30th day after the end of each six (6) month reporting period and shall provide a summary of the results of the recipient surveys, an analysis of the results, and any actions Vendor has initiated or will initiate based on the survey results. Upon the request of the Agency, Vendor shall provide the raw data of the survey results.

Quarterly Suspected Fraud, Abuse and/or Misuse Summary Report. This Report shall be due no later than the 30th day after the end of each calendar quarter and shall include a summary of all cases forwarded to the Medicaid Program Integrity Division, Medicaid Fraud Control Unit of the Alabama State Attorney General and/or the Office of Inspector General (OIG) and copied to the Contract manager during the previous quarter. The Report shall include the recipient's name and RID, the NET Provider's name and number, and a brief description of the suspected Fraud, abuse or misuse.

Annual Report. This Report shall be due no later than the 60th day following the end of each twelve (12) month period beginning with the Implementation Date. The Report shall include a narrative summary of all NET Broker Program activity, Vendor accomplishments, remaining challenges, and Vendor's recommendations.

Records of Vehicle Inspection. This Report shall be due no later than the 15th day of the month following the report month. The Report shall include records of all vehicle inspections performed during the month. The Report shall include the license plate number, vehicle identification number, inspection sticker date, Vendor's inspection form, and whether the vehicle passed the inspection.

Staffing, Turnover, Implementation, Term & Other Specifications

Qualifications. Vendor shall have and show the qualifications (including as appropriate, education, experience and technical ability) necessary to perform the Contract. Vendor shall document a minimum of two (2) years of experience in providing or brokering transportation services.

Vendor shall provide performance references from non-governmental business clients for the immediate past three (3) years. Vendor shall include references from all governmental entities with which Vendor has done business, or is currently doing business, whether they are within or outside of the timeframe previously specified. The Agency will consider the performance history from proposed Vendors who have done business or are currently doing business with the Agency or the State of Alabama, or both.

Vendor shall employ staffs, solely dedicated to this project, who have the expertise to address all operations, policy, telecommunications and data system requirements of the Contract. Vendor shall employ experienced Management and staff and shall possess the necessary equipment to perform all brokerage and reporting functions specifically required in the Contract and required to fulfill the intent of the NET Broker Program.

Vendor shall have up-to-date knowledge and understanding of the NET Broker Program and NET Services in general, including the requirements of the Medicaid Policy Manual, specifically Appendix G, Alabama statutes and regulations and Federal statutes and regulations.

Vendor shall have experience recruiting NET Providers.

Vendor shall have experience operating all aspects of a full brokerage NET Services program for a population of at least 30,000 lives, including operating an interactive voice response system and staffing a NET Services customer service telephone system.

Vendor shall have experience in developing and managing a database of comparable scope to that of the Agency, including the ability to submit data via batch mode, provide detailed reports, and the flexibility to produce additional ad hoc reports based on the data collected.

Vendor shall have expertise in statistical analysis, with particular experience in the area of transportation utilization analysis.

Project Organization and Staffing Requirements

Vendor shall submit with its Proposal a chart showing Vendor's entire organizational structure, including all parent entities. This chart must clearly show the relationship of Vendor's proposed project organization to its overall organizational structure. Vendor shall provide a revised organizational chart at any time a change is made in the organizational structure.

Vendor shall include a staffing plan that identifies the number, geographic location, duties and qualifications of all staff that will perform duties under the Contract. All staff shall be wholly dedicated to Agency's NET Broker Program. The staffing plan shall include the job description and requirements for all management staff, including, at a minimum, the Project Manager, Assistant Project Manager, Call Center Management Staff, and Call Center Staff. At least thirty (30) days prior to the Operations Start Date, Vendor shall submit to the Agency for approval résumés for the Project Manager and Call Center Manager. Once Vendor's staffing plan is approved by the Agency, Vendor may not reduce staffing without Agency approval. If, in its sole discretion, the Agency determines that performance standards are not being met, Vendor shall increase staffing without requiring additional payment.

Vendor shall employ a full-time Project Manager who shall have day-to-day authority to manage the NET Broker Program. The Project Manager shall be available to the Agency during regular business hours of Agency operation. The Project Manager shall begin work on the NET Broker Program on a full-time basis no later than twenty (20) business days prior to the Operations Start Date. Vendor shall not hire a new Project Manager without prior approval from the Agency.

Vendor shall employ a Call Center Manager to oversee all functions related to the Call Center. Vendor shall not hire a new Call Center Manager without prior approval from the Agency.

Vendor shall employ staff who can address the unique needs of recipients while assuring that services are provided in the most economical manner. Vendor shall employ a sufficient number of trained and experienced staff to perform the services required under the Contract, including staff experienced in communicating with medical personnel. Vendor shall employ management staff who are experienced in staff development and training, supervision of staff, development and implementation of operations, development and revision of policy and procedures, planning, recipient and Provider relations, who have good communications skills, and possess innovative problem solving skills. Vendor shall employ staffs who are able to provide daily on-site data systems support, perform report development and analysis, and perform all required Information System function.

Administration Subcontracting. Vendor shall list all subcontractors that Vendor intends to use for any administrative functions of the NET Broker Program, other than NET Providers. Additionally, for each subcontractor, Vendor shall:

List the subcontractor's name, address, contact person, and phone number.

Detail the exact nature of the subcontractor's responsibility for the NET Broker Program, and the projected date the subcontractor will begin work.

Detail the time period, scope of work, and quality of performance for any past work performed by the subcontractor in conjunction with Vendor.

State the consequences of failure to perform.

Provide five references for the subcontractor.

Provide a draft of the proposed subcontract.

Hardware and Software.

Vendor must have the necessary software and hardware for all required services.

If Vendor does not have the necessary hardware or software, Vendor shall submit with its Proposal a letter or letters of intent from each hardware or software company with which Vendor intends to contract, along with written permission for the Agency to contact the company for verification of the proposed agreement. The letters of intent shall be addressed to the Agency and be on the company's letterhead, and shall include the contact person's name and phone number and a synopsis of the company's history. For the purpose of this RFP, a letter of intent is a document stating serious intent to carry out certain business activities. It is not a contract or a license.

Where Services are to be Performed

Vendor shall maintain and operate the NET Call Center and a business office within the State of Alabama and within approximately twenty 20 miles of the Capitol Complex in downtown Montgomery, Alabama.

Other Specifications

Suspected Fraud, Abuse, and Misuse. Vendor shall refer suspected fraud, abuse or misuse by recipients, NET Providers, Providers or Vendor staff to the Agency's Program Integrity Division and Contract Manager within three (3) business days after discovery of the suspected fraud, abuse or misuse. The Program Integrity Division contact name and address will be provided by the Agency prior to the

Operations Start Date. The referral shall detail the NET Provider's name and number, the recipient's name and RID, the Provider's name and number and a narrative of all information Vendor has regarding the suspected fraud, abuse or misuse, including whether Vendor was able to verify that the recipient was transported to or from a source of medical care. Vendor's staff and management shall be available and shall fully cooperate with any Office of Inspector General or law enforcement investigations or review. Vendor shall require adherence with these requirements in any contracts it enters into with subcontractors, NET Providers or Providers.

Liquidated Damages. Because performance failures by Vendor may cause the Agency to incur additional administrative costs that are difficult to compute, the Agency may assess liquidated damages against Vendor pursuant to this section, and deduct the amount of the damages from any payments due Vendor. The Agency, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of the Agency, within the ranges set forth below. Self-reporting by Vendor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, the Agency will give written notice to Vendor of the failure that might result in the assessment of damages and the proposed amount of the damages. Vendor shall have thirty (30) days from the date of the notice in which to dispute the Agency's determination. Unless a different amount is specifically set forth below, the Agency may, at its sole discretion, assess damages up to \$5,000 for each failure that occurs or remains uncorrected.

Pattern of Failure to Provide Services. Failure, by Vendor, to correctly authorize, schedule and provide NET Services, where the Agency determines there is a pattern of such failures.

Education. Failure, by Vendor, to educate Recipients, Providers and NET Providers, where the Agency determines there is a pattern of such failures.

Manuals. Failure, by Vendor, to maintain a current NET Provider Manual or Operations Procedures Manual.

Vehicle and Driver Requirements. Failure, by Vendor, to ensure that drivers and vehicles meet minimum requirements, or failure, by Vendor, to perform required vehicle inspections.

Network. Failure, by Vendor, to maintain a NET Provider network adequate to meet the needs of the Contract, as determined by the Agency.

Timely Payment. Failure by Vendor to make timely payment to NET Providers as required, where the Agency determines that there is a pattern of such failures.

Quality Assurance and Monitoring. Failure by Vendor to meet the quality assurance and monitoring requirements, including Customer Satisfaction Survey, detailed in the quality assurance plan and monitoring plan.

Systems. Failure by Vendor to develop or maintain all required electronic and data systems.

Telephone System. Failure by Vendor to meet in any month one or more of the criteria required in Scope of Work.

Staffing. Failure, by Vendor, to maintain adequate staffing levels, including the number and qualifications of staff, and provision of key positions that are outlined in Scope of Work.

Validation Check. Failure, by Vendor, to conduct pre-transportation and post-transportation validation checks as required in scope of work.

Performance Timeliness. Failure, by Vendor, to authorize and schedule NET Services within the timeframes set forth in scope of work.

Reporting. Failure by Vendor to submit by the due date any report, data or other material required by the Contract, other than Utilization Data. The Agency will give written notice to Vendor, via fax, overnight mail or through regular mail, of the late report, data or material. Vendor shall have thirty (30) days following receipt of the notice in which to cure the failure by submitting the complete and accurate report, data or material. If the report, data or material has not been submitted within the thirty (30) day period, the Agency, without further notice, may assess damages, and, beginning at each fifteen (15) day period in which the complete and accurate report, data or material has not been submitted, and retroactive to the original due date, the Agency may make a separate damages assessment for each fifteen (15) day period.

Utilization Data

Failure, of Vendor, to meet the accuracy requirements for submission of Utilization Data as stated in Scope of Work, including an acceptance rate of at least 98%.

Failure, of Vendor, to submit the Utilization Data Report on the day of the week specified by the Agency, per Scope of Work, may result in the assessment of damages of up to \$1,000 per day for each day the Report is late.

Failure, of Vendor, to submit all Utilization Data within five (5) months after the date of service, where the Agency determines that there is a pattern of such failures, may result in the assessment of d of up to \$10,000 per occurrence.

Close-Out and Turnover. Failure, of Vendor, to comply with the close out and turnover requirements of Scope of Work may result in the assessment of damages of up to \$25,000, which, if imposed, shall be deducted from the final payment to be made to Vendor.

Other Failures. Any other failure, by Vendor, that the Agency determines constitutes a substantial noncompliance with any material term of the Contract not specifically enumerated herein.

Expansion. In an effort to ensure that maximum efficiencies are utilized for all transportation programs that are the responsibility of the State, the Agency may determine that it is necessary to expand transportation services to include services or populations that are not currently covered by the Contract. If the Agency determines that an expansion is necessary, Vendor and Agency shall negotiate in good faith the cost to expand transportation services.

III. Pricing

Vendor's response must specify two firm PMPM prices; one for complete Non-Emergency Transportation Services, including implementation, and updating/operation processes for the NET services currently administered by the Medicaid Agency and one for these services plus the NET services provided by the Department of Mental Health. The PMPM prices must be stated on the Price Proposal Sheet (Attachment G), and the calculated contract prices must be stated on Attachment G and on

the RFP Cover Sheet on the first page of this document. See Appendix C for statistical data related to the existing NET program for FYs 2009 through 2011.

IV. General Medicaid Information

The Agency is responsible for the administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. Through teamwork, the Agency strives to enhance and operate a cost efficient system of payment for health care services rendered to low income individuals through a partnership with health care providers and other health care insurers both public and private.

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in district offices throughout the state and by the 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 2011, more than 1,000,000 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

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

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

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

V. General

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

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

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

VI. Corporate Background and References

Entities submitting proposals must:

- a. Provide evidence that the Vendor possesses the qualifications required in this RFP.
- b. Provide a description of the Vendor's organization, including
 1. Date established.
 2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
 3. Number of employees and resources.
 4. Names and resumes of Senior Managers and Partners in regards to this contract.
 5. A list of all similar projects the Vendor has completed within the last three years.
 6. A detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project.
 7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
 8. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
 9. Vendor's acknowledgment that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
 10. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none.

The Agency reserves the right to reject a proposal solely on the basis of this information.

11. Executive Summary to highlight all pertinent requested data, including pricing.

- c. Have all necessary business licenses, registrations and professional certifications at the time of the contract signing to be able to do business in Alabama. Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the state of Alabama until it obtains a Certificate of Authority from the Secretary of State, Section 10-2B-15.01, et seq., Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the bid.
- d. Have proven experience in implementing and maintaining NET Brokerage programs and have been in business a minimum of three years.
- e. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. You may not use any Agency personnel as a reference.
- f. Document the resources and capability for completing the work necessary to implement the NET Brokerage program. The Vendor proposal must include a chart outlining the proposed tasks needed to complete the implementation by February 1, 2013, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.
- g. Comply with Code of Alabama (1975), § 31-13-9 which provides that as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer (Contractor) that employs one or more employees, the Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor must also attach documentation establishing that Contractor is enrolled in the E-Verify Program. Contractor must further agree that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program pursuant to Code of Alabama (1975) § 31-13-9 prior to performing any work on the project. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Medicaid Agency.

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.

VII. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

In accordance with 45 CFR 74.43, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

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

<i>Project Director:</i>	Dorothy P. Powell Associate Director Non-Emergency Transportation
<i>Address:</i>	Agency Medicaid Agency 501 Dexter Avenue, Montgomery, Alabama 36104
<i>Telephone Number:</i>	(334)-242-5151
<i>Fax Number:</i>	(334) 353-5237
<i>E-Mail Address:</i>	dorothy.powell@medicaid.alabama.gov

C. RFP Documentation

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

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from the State. Each question must be submitted to the Project Director via email. Questions and answers will be posted on the website as available. A mandatory vendor conference will be held on the date and time outlined in the schedule of events at the Medicaid office. All interested parties must attend this conference for subsequent proposals to be considered.

E. Acceptance of Standard Terms and Conditions

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

F. Adherence to Specifications and Requirements

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

G. Order of Precedence

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

H. Vendor's Signature

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

I. Offer in Effect for 90 Days

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

J. State Not Responsible for Preparation Costs

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

K. State's Rights Reserved

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

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

L. Price

Vendors must respond to this RFP by utilizing the Price Proposal Sheet (Attachment G) and the RFP Cover Sheet to indicate the PMPM rates and the calculated contract prices. The Vendor will be required to perform all the requirements of this RFP at the PMPM price for the option selected by the Agency.

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 2012-NET-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

N. Copies Required

Vendors must submit one original Proposal with original signatures in ink, four (4) additional hard copies in binder form, plus two (2) electronic (Word format) 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 response and the second electronic copy MUST have any confidential/proprietary information removed. Vendor must identify the original hard copy clearly on the outside of the proposal.

O. Late Proposals

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

P. Performance Guarantee

In order to assure full performance of all obligations imposed on a Vendor contracting with the State of Alabama, the Vendor will be required to provide a performance guarantee in an amount of 5% of the contracted price. The performance guarantee must be submitted by Vendor at least ten calendar days prior to the contract start date. This performance guarantee shall be in force through the term of the contract and ninety (90) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. The form of performance guarantee shall be one of the following:

- a. Cashier's check (personal or company checks are not acceptable)
- b. Other type of bank certified check
- c. Money order
- d. An irrevocable letter of credit
- e. Surety bond issued by a company authorized to do business within the State of Alabama

Failure to perform satisfactorily shall cause the performance guarantee to become due and payable to the State of Alabama. The Commissioner of Medicaid shall be custodian of the performance guarantee. The performance guarantee shall be extended in the event Medicaid exercises its option to extend this contract.

VIII. Evaluation and Selection Process

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

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

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

B. Determination of Responsibility

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

C. Opportunity for Additional Information

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

D. Scoring

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

Evaluation Factor	Highest Possible Score
Vendor Profile and Experience	30
Scope of Work	30
Price	40
Total	100

IX. General Terms and Conditions

A. General

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

The contract shall include the following:

1. Executed contract,
2. RFP, attachments, and any amendments thereto,
3. Contractor’s response to the RFP, and shall be construed in accordance with and in the order of the applicable provisions of:

- Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations
- The statutory and case law of the State of Alabama
- The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended
- The Medicaid Administrative Code
- Medicaid's written response to prospective Vendor questions

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall consist of an implementation phase beginning on or about October 15, 2012 and a two-year operational phase beginning February 1, 2013 and ending January 31, 2015. Alabama Medicaid shall have three (3), one-year option periods for extending this contract, subject to review by the Legislative Contract Review Oversight Committee and approval by the Governor. No later than 90 days before the end of the initial contract period or any extension, Medicaid, by written notice to Contractor, may exercise its option and extend the period of performance for another year at the PMPM rate indicated on Attachment G.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state and federal 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 (BAA) with the Agency (Appendix B).

F. Security and Release of Information

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

G. Federal Nondisclosure Requirements

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

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

H. Contract a Public Record

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

I. Termination for Bankruptcy

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

J. Termination for Default

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

K. Termination for Unavailability of Funds

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

L. Termination for Convenience

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

M. Force Majeure

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

N. Nondiscriminatory Compliance

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

O. Small and Minority Business Enterprise Utilization

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

P. Worker's Compensation

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

Q. Employment of State Staff

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

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

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.

X. 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.

Y. 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.

Z. 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.

AA. Payment

Based on the number of NET-Eligibles per month, the Agency shall compensate Contractor monthly at the PMPM rate established in the Price Proposal Sheet, Attachment G for the selected option. The Agency will determine the number of NET-Eligibles as of the first day of each month and multiply that number by the PMPM rate. The Agency will reimburse Contractor for each month covered under this

contract on the first checkwrite of the following month. Payments are dependent upon successful completion of described work and responsibilities.

BB. 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.

CC. Disclosure Statement

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

DD. 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.

EE. 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 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.

FF. 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 law's provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

GG. Alabama interChange Interface Standards

Contractor hereby certifies that any exchange of MMIS data with the Agency's fiscal agent will be accomplished by following the Alabama interChange Interface Standards Document..

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.*

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

Appendix B: Contract and Attachments

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

Attachment A: Sample Contract

Attachment B: Business Associate Agreement

Attachment C: Contract Review Report for Submission to Oversight Committee

Attachment D: Immigration Status

Attachment E: Disclosure Statement

Attachment F: Letter Regarding Reporting to Ethics Commission

Attachment G: Price Proposal Sheet

Sample Contract

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and the undersigned 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 20112-NET-01, dated July 2, 2012, 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 Section IX. AA and at the PMPM price provided in Attachment G of the RFP for Option _____.

This contract specifically incorporates by reference the said RFP, any attachments and amendments thereto, and Contractor's response, including all attachments.

CONTRACTOR

ALABAMA MEDICAID AGENCY

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

Commissioner

Date Signed

Date Signed

Printed Name

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

Title

Medicaid General Counsel

APPROVED

Governor, State of Alabama

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

- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- f. "Personal Health Record" shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.
- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- h. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR 164.501, 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 164.501.
- j. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- k. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 162, and Parts 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.
- m. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.
- n. "Unsecured Protected Health Information" is information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals by mean of technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of Public Law 111-5.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

- d. Report Unauthorized Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. Applicability to Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.
- f. Access. Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.
- g. Amendments to PHI. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.
- h. Availability of Documents. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules, within five business days' after receipt of written notice.
- i. Documentation of PHI Disclosures. Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. Accounting of Disclosures. The Business Associate agrees to provide to Covered Entity, within 30 days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- k. The Business Associate shall maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.
- l. The Business Associate shall notify the Covered Entity immediately following the discovery of a breach of Protected Health Information (PHI).
- m. The Business Associate shall provide the Covered Entity the following information when a breach of unsecured protected health information is discovered:
 - 1. The number of recipient records involved in the breach.
 - 2. A description of what happened, including the date of the breach and the date of the discovery of the breach if known.

3. A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information was involved).
 4. Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 5. A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 6. Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
 7. A proposed media release developed by the Business Associate.
- n. The Business Associate shall obtain Covered Entity approval prior to reporting any breach required by 45 CFR Part 164, Subpart D.
 - o. The Business Associate shall, after receiving Covered Entity approval, provide the necessary notices to the recipient, prominent media outlet, or the Secretary of Health and Human Services (HHS) to report Business Associate breaches as required by 45 CFR Part 164, Subpart D.
 - p. Covered Entity will coordinate with the Business Associate in the determination of additional specific actions that will be required of the Business Associate for mitigation of the breach.
 - q. If the Business Associate is a vendor of personal health records, notification of the breach will need to be made with the Federal Trade Commission.
 - r. The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate.
 - s. The Business Associate shall pay all fines or penalties imposed by HHS under 45 CFR Part 160 HIPAA Administrative Simplification: Enforcement rule for breaches made by any employee, officer, or agent of the Business Associate.
 - t. The Business Associate shall be subject to prosecution by the Department of Justice for criminal violations of HIPAA if the Business Associate obtains or discloses individually identifiable health information without authorization, and shall be responsible for any and all costs associated with prosecution.

4. PERMITTED USES AND DISCLOSURES

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 Privacy Rule if done by Covered Entity;

- a. 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.

- b. 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.
- c. 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).
- d. Notwithstanding the foregoing provisions, 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 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 extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

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: _____

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/Zip _____

Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama?
YES NO If Yes, in what State is Contractor Incorporated? _____

Is Act 2001-955 Disclosure Form Included with this Contract? YES NO

Was a Lobbyist/Consultant Used to Secure this Contract? YES NO

If Yes, Give Name: _____

Contract Number: _____

Contract/Amendment Total: _____

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

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

Date Contract Effective: _____ Date Contract Ends: _____

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

If renewal, was it originally Bid? Yes No

If AMENDMENT, Complete A through C:

[A] Original contract total \$ _____

[B] Amended total prior to this amendment \$ _____

[C] Amended total after this amendment \$ _____

Was Contract secured through Bid Process? Yes No Was lowest Bid accepted? Yes No

Was Contract secured through RFP Process? Yes No Date RFP was awarded _____

Summary of Contract Services to be Provided:

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

I certify that the above information is correct.

Signature of Agency Head

Stephanie McGhee Azar, Acting Commissioner

Printed Name

Agency Contact: Stephanie Lindsey

Signature of Contractor

Printed Name

Phone: 334-242-5833

If this contract was not competitively Bid, explain why not:

If this contract was not competitively Bid because the contractor is a sole source provider, please explain who made the sole source determination and on what basis:

If contract was awarded by RFP, what process was used, was it competitive, how many vendors were contacted, and how many proposals were received:

If this contract was awarded by RFP, was it awarded to the person or company with the lowest monetary proposal? If not, explain why not:

If this contract was awarded by RFP, how and by whom were the proposals evaluated?

If this contract was not awarded through either Bid or RFP process, explain why not:

If this contract was not awarded through either Bid or RFP process, how was it awarded?

Did agency attempt to hire a State Employee? If so who from the State Personnel Department did you talk to?

How many additional contracts does contractor have with the State of Alabama and which agencies are they with?

Stephanie McGhee Azar, Acting Commissioner

IMMIGRATION STATUS

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

Signature of Contractor

Witness



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, PO Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER

Montgomery, Alabama 36103-5624

(334)242-5833

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

STATE AGENCY/DEPARTMENT TYPE OF GOODS/SERVICES AMOUNT RECEIVED

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

Yes No

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

STATE AGENCY/DEPARTMENT DATE GRANT AWARDED AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family recipients of public officials/public employees with whom you, recipients 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 recipients 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 recipients 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.



BOB RILEY
Governor

Alabama Medicaid Agency

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

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov
Telecommunication for the Deaf: 1-800-253-0799
334-242-5000 1-800-362-1504



CAROL H. STECKEL, MPH
Commissioner

January 1, 2007

MEMORANDUM

TO: All Persons Under Contract With the Agency and All Agency Staff

FROM: Carol H. Steckel, MPH
Commissioner

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 Bill Butler, Agency 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.)

Our Mission - to provide an efficient and effective system of financing health care for our beneficiaries.

**RFP 2012-NET-01
PRICE PROPOSAL SHEET**

OPTION ONE (<u>WITHOUT</u> MENTAL HEALTH CENTERS)				
Implementation Period	NO COST TO AGENCY			
Contract Service Period	Proposed PMPM Rate	Estimated Number of NET-Eligibles	Number of Months in Period	Total Calculated Contract Price*
February 1, 2013 – January 31, 2015		857,519	24	
* This price is for evaluation purposes. The actual total contract cost will depend on the number of NET-Eligibles during the term of the contract.				
OPTION TWO (INCLUDING MENTAL HEALTH CENTERS)				
Implementation Period	NO COST TO AGENCY			
Contract Service Period	Proposed PMPM Rate	Estimated Number of NET-Eligibles	Number of Months in Period	Total Calculated Contract Price*
February 1, 2013 – January 31, 2015		857,519	24	
* This price is for evaluation purposes. The actual total contract cost will depend on the number of NET-Eligible Recipients during the term of the contract.				

Appendix C: Statistical Information

The following are the documents that provide statistical information regarding Medicaid's Eligibles Population and Non-Emergency Transportation Program.

Attachment H: NET Information FY 2009 through FY 2011

Attachment I: NET Information FY 2009 through FY 2011 with Mental Health

Attachment J: NET Eligibles –Monthly Count

NET Information FY 2009 through FY 2011
EXCLUDING TRANSPORTS PROVIDED BY MENTAL HEALTH.

FY 2009

TOTAL TRIPS	429,865	
AA/CA	383,991	
AW/CW	45,874	
PRIVATE VEHICLE	266,788	
COMMERCIAL	163,077	
# RECIPIENTS		41,446
APPROXIMATE FUNDS EXPENDED		\$7,198,230.00
ADMINISTRATIVE COSTS		\$1,995,438.04

FY 2010

TOTAL TRIPS	462,119	
AA/CA	414,119	
AW/CW	48,000	
PRIVATE VEHICLE	288,605	
COMMERCIAL	173,514	
# RECIPIENTS		42,569
APPROXIMATE FUNDS EXPENDED		\$7,368,223.62
ADMINISTRATIVE COSTS		\$2,038,206.11

FY 2011

TOTAL TRIPS	481,952	
AA/CA	434,660	
AW/CW	47,292	
PRIVATE VEHICLE	314,284	
COMMERCIAL	167,668	
# RECIPIENTS		46,449
APPROXIMATE FUNDS EXPENDED		\$6,759,040.40
ADMINISTRATIVE COSTS		\$2,183,169.02

AA/CA= ADULT AMBULATORY/CHILD AMBULATORY
AW/CW= ADULT WHEELCHAIR/CHILD WHEELCHAIR
MAJORITY OF TRIPS ARE ROUND TRIPS

* Transports provided by Mental Health under a Memorandum of Understanding and are not counted in these figures.

NET Information FY 2009 through FY 2011
INCLUDING TRANSPORTS PROVIDED BY MENTAL HEALTH

FY 2009

TOTAL TRIPS	429,865	
AA/CA	383,991	
AW/CW	45,874	
PRIVATE VEHICLE	266,788	
COMMERCIAL	163,077	
MENTAL HEALTH TRIPS	217,602*	
APPROXIMATE # RECIPIENTS		41,446
MENTAL HEALTH FUNDS EXPENDED		\$3,264,030.00*
APPROXIMATE FUNDS EXPENDED		\$7,198,230.00
ADMINISTRATIVE COSTS		\$1,995,438.04
TOTAL FUNDS EXPENDED		\$12,457,772.04

FY 2010

TOTAL TRIPS	462,119	
AA/CA	414,119	
AW/CW	48,000	
PRIVATE VEHICLE	288,605	
COMMERCIAL	173,514	
MENTAL HEALTH TRIPS	205,907*	
APPROXIMATE # RECIPIENTS		42,569
MENTAL HEALTH FUNDS EXPENDED		\$3,500,426.00*
APPROXIMATE FUNDS EXPENDED		\$7,368,223.62
ADMINISTRATIVE COSTS		\$2,038,206.11
TOTAL FUNDS EXPENDED		\$12,906,855.73

FY 2011

TOTAL TRIPS	481,952	
AA/CA	434,660	
AW/CW	47,292	
PRIVATE VEHICLE	314,284	
COMMERCIAL	167,668	
MENTAL HEALTH TRIPS	218,100*	
APPROXIMATE # RECIPIENTS		46,449
MENTAL HEALTH FUNDS EXPENDED		\$3,707,700.00*
APPROXIMATE FUNDS EXPENDED		\$6,759,040.40
ADMINISTRATIVE COSTS		\$2,183,169.02
TOTAL FUNDS EXPENDED		\$12,649,909.42

AA/CA= ADULT AMBULATORY/CHILD AMBULATORY
AW/CW= ADULT WHEELCHAIR/CHILD WHEELCHAIR
MAJORITY OF TRIPS ARE ROUND TRIPS

*Number of Mental Health trips, not included in Total Trips.

FY 2011
NET ELIGIBLES
Medicaid Eligibles Receiving
Full Medicaid Benefits

<i>Month</i>	<i>Number of Eligibles</i>
Oct-10	696,952
Nov-10	698,425
Dec-10	698,103
Jan-11	702,657
Feb-11	705,350
Mar-11	711,397
Apr-11	712,307
May-11	712,694
Jun-11	717,817
Jul-11	723,073
Aug-11	729,036
Sep-11	730,921

QMB, SLMB, and Plan First eligibles do not receive full benefits and are excluded from this number