



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2016-EQRO-01	RFP Title: Medicaid External Quality Review Organization Acquisition
RFP Due Date and Time: February 8, 2017 by 5:00 pm Central Time	Number of Pages: 57
PROCUREMENT INFORMATION	
Project Director: Drew Nelson, MPH	Issue Date: December 20, 2016
Phone: 334-353-3216 E-mail Address: EQRO-RFP@Medicaid.Alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Managed Care
INSTRUCTIONS TO CONTRACTORS	
Return Proposal to: Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2016-EQRO-01 RFP Due Date: February 8, 2017 by 5pm CT Firm and Fixed Price per RCO:
CONTRACTOR INFORMATION <i>(Contractor must complete the following and return with RFP response)</i>	
Contractor Name/Address:	Authorized Contractor Signatory: (Please print name and sign in ink)
Contractor Phone Number:	Contractor FAX Number:
Contractor Federal I.D. Number:	Contractor E-mail Address:

Section A. RFP Checklist

1. ____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. ____ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
4. ____ **Use the forms provided,** i.e., cover page, disclosure statement, etc.
5. ____ **Check the State's website for RFP addenda.** It is the Contractor'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. Contractors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.
8. ____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected Contractor'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 Contractor'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 Contractor 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	12/20/2016
Questions Due	1/05/2017
Final Posting of Questions and Answers	1/30/2017
Proposals Due by 5 pm CT	2/08/2017
Evaluation Period	2/08/17 – 3/27/17
Contract Award Notification	4/17/17
**Contract Review Committee	8/3/17
Official Contract Award/Begin Work	9/01/17 **

** 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 “Contractor 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

A. Introduction

The Alabama Medicaid Agency is executing a system transformation that includes the establishment of a managed care system, comprised of Regional Care Organizations (RCOs) in five geographic regions throughout the state that will deliver health care to two-thirds of the state's Medicaid recipients. These newly created entities will contract with providers, assume risk, and be paid on a capitated basis to provide the full range of Medicaid services for enrollees. The transformation is scheduled to become effective in October 2017. Intended outcomes of the transformation include addressing fragmentation in the state's Medicaid delivery system, improvement of beneficiary outcomes, supporting quality of care and improved access to healthcare providers. The Agency is also in the process of transforming its long-term care system to establish a managed care system. It is expected that there will be either two or three Integrated Care Networks (ICN) that will operate state-wide. The ICNs are expected to be implemented by October 1, 2018.

B. Objective

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

II. Scope of Work

A. Mandatory Requirements of EQRO

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

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

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

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

- A.1.2 Managed care delivery systems, organizations and financing;
- A.1.3 Quality assessment and improvement methods; and
- A.1.4 Research design and methodology including statistical analysis.
- A.2** An organization with sufficient resources including: physical, technological and financial resources.
- A.3** Possession of other clinical and non-clinical skills necessary to carry out EQRO and oversee the work of any sub-contractors.
- A.4** Independence from the Alabama Medicaid Agency and the RCOs, demonstrating absence of:
 - A.4.1 Medicaid purchasing or managed care licensing authority;
 - A.4.2 A governing board or similar body comprised of members, the majority of who are government employees;
 - A.4.3 Exertion of control over any of the RCOs and or exertion of control by any RCO over the contractor defined as the absence of:
 - A.4.3.1 Stock ownership;
 - A.4.3.2 Stock options and convertible debentures;
 - A.4.3.3 Voting trusts;
 - A.4.3.4 Common management, including interlocking management; and
 - A.4.3.5 Contractual relationships.
 - A.4.4 Delivery of health care services to Alabama Medicaid beneficiaries;
 - A.4.5 Conduct of Medicaid managed care program operations related to the oversight of RCOs, on the state's behalf; and
 - A.4.6 Present, or known future, direct or indirect financial relationship with any RCO that will be reviewed under the EQRO contract.

B. Mandatory Tasks

- B.1 Systems Performance Review (SPR):** A review conducted “within the previous three-year period”, to determine RCO compliance with state standards for access to care, structure and operations, and quality measurement and improvement, as required by 42 CFR § 438.358(b)(3). The contractor will be required to perform a review of all defined state standards within 90-days of the end of an RCO's first year of operation. Following the initial baseline analyses, the Contractor will complete the review every three years. Unless otherwise specified by the Agency, the SPR will begin a base-year evaluation in January 2018 for the Contract Year performance from October 1 2017 – September 30, 2018. The first full look-back would be completed in 2020 for

Contract Years 2017, 2018, and 2019. This SPR will be a comprehensive review of all standards.

- B.1.1 The Contractor must conduct annual intermediate desktop or onsite follow-up reviews for RCOs receiving partially met or unmet findings from the previous SPR to determine compliance with stated Corrective Action Plans.
- B.1.2 The Contractor must conduct desktop reviews for baseline standards introduced during a year that does not coincide with the comprehensive review year (2020), as applicable.
- B.1.3 The Contractor must issue an assessment report, recommendations, and/or additional Corrective Action Plans resulting from intermediate or baseline reviews, as applicable. These must encompass:
 - B.1.3.1 An assessment of each RCO's strengths and weakness with respect to the quality, timeliness, and access to healthcare services provided to Alabama Medicaid beneficiaries served by the RCOs;
 - B.1.3.2 Recommendations for improving the quality of healthcare services furnished by the each RCO;
 - B.1.3.3 Methodological comparison across RCOs
 - B.1.3.4 An assessment of the degree to which the RCOs have addressed the previous year's quality recommendations as established in the precedent EQR.
- B.1.4 The Contractor must offer technical assistance to the RCOs to resolve deficiencies as needed.
- B.1.5 Utilization of the most current CMS protocols to conduct EQR, to include review of the performance measures outlined in the submitted to the Alabama Medicaid Agency by RCOs as mandated by Section 14.2 of the RCO Contract and provided in the RFP via Exhibit 1 Year One RCO Quality Measures and Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program.
- B.1.6 Use of national standards for the calculation, validation and reporting of EQR is required.
- B.1.7 In the event of an RCO contract termination, the Contractor and RCO will be expected to engage in an external quality review of all measures, including on-site document review and interview with program staff, prior to formal termination of a RCO contract sufficient to meet federal requirements and as requested by the Agency.
- B.1.8 As part of the proposal, the Contractor must:
 - B.1.8.1 Describe how the Contractor will conduct annual intermediate

desktop or onsite follow-up reviews for RCOs receiving partially met or unmet findings from the previous SPR to determine compliance with stated Corrective Action Plans.

- B.1.8.2 Describe how the Contractor will conduct desktop reviews for baseline standards introduced during a year that does not coincide with the comprehensive review year (2020), as applicable.
- B.1.8.3 Describe how the Contractor will issue an assessment report, recommendations, and/or additional Corrective Action Plans resulting from intermediate or baseline reviews, as applicable, encompassing:
 - B.1.8.3.1 An assessment of each RCO's strengths and weakness with respect to the quality, timeliness, and access to healthcare services provided to Alabama Medicaid beneficiaries served by the RCOs;
 - B.1.8.3.2 Recommendations for improving the quality of healthcare services furnished by the each RCO;
 - B.1.8.3.3 Methodological comparison of across RCOs
 - B.1.8.3.4 An assessment of the degree to which the RCOs have addressed the previous year's quality recommendations as established in the precedent EQR.
- B.1.8.4 Describe how the Contractor will offer technical assistance to RCOs to resolve deficiencies as needed.
- B.1.8.5 Describe how the Contractor will use the most current CMS protocols to conduct EQR, to include review of the performance measures outlined in the submitted to the Alabama Medicaid Agency by RCOs as mandated by Section 14.2 of the RCO Contract and provided in this RFP via Exhibit 1 Year One RCO Quality Measures and Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program.
- B.1.8.6 Describe how the Contractor will use national standards for the calculation, validation and reporting of EQR is required.
- B.1.8.7 Describe how the Contractor will, in the event of an RCO contract termination, engage in an external quality review of all measures, including on-site document review and interview with program staff, prior to formal termination of a RCO contract sufficient to meet federal requirements and as requested by the Agency.

B.2 Validation of Performance Measures: Contractor will use national standards to evaluate, validate and report on the findings reported by RCOs specific to performance measures established within the RCO contract as listed in the RFP via Exhibit 1 Year One RCO Quality Measures, in accordance with 42 CFR § 438.330(b)(2). The

Contractor may additionally recommend additional performance measures to increase quality of service delivery and/or financial performance.

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

B.2.1.1 Health Employer Data Information Set (HEDIS);

B.2.1.2 Consumer Assessment and Healthcare Providers and Systems (CAHPS); and

B.2.1.3 Systems recommended or previously developed by the Contractor to complete required deliverables.

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

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

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

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

B.2.3.2.1 Health Employer Data Information Set (HEDIS);

B.2.3.2.2 Consumer Assessment and Healthcare Providers and Systems (CAHPS); and

B.2.3.2.3 Systems recommended or previously developed by the Contractor to complete required deliverables.

B.2.3.3 Describe how the Contractor will validate the ten performance measures tied to the performance based compensation of the RCOs, on an annual basis, as defined in this RFP via Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program. The Contractor will additionally be expected to perform validation of any or all of the remaining 32 performance measures, outlined in this RFP via Exhibit 1 Year One RCO Quality Measures, as prescribed and included by the Alabama Medicaid Agency as a requested component of the annual

review of performance measures.

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

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

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

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

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

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

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

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

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

B.4 Validation of Network Adequacy: Contractor will assess and validate the RCOs service delivery networks adequacy during the preceding 12 months, to be completed

at the end of the operational year, to comply with requirements set forth in 42 CFR § 438.68.

B.4.1 As part of the proposal, the Contractor must:

B.4.1.1 Describe how the Contractor will assess and validate service delivery network adequacy reported by an RCO during the preceding 12 months to comply with requirements set forth in 42 CFR § 438.68 and additional State requirements.

B.5 Required Deliverables

B.5.1 Annual Technical Report – following the completion of annual EQR deliverables, as described above under “Mandatory Tasks”, an annual report will be completed and submitted that meets the following standards as outlined by the “External Quality Review Toolkit for States” established by CMS:

B.5.1.1 The technical report will include an assessment of each RCO’s strengths and weaknesses with respect to quality, timeliness and access to health services furnished to Medicaid beneficiaries.

B.5.1.2 The technical report will include recommendations for improving quality of the services performed by each RCO.

B.5.1.3 The technical report will include methodologically appropriate, comparative information for all RCOs, and align with state standards for quality strategy.

B.5.1.4 The technical report will include an assessment of the degree to which RCOs effectively addressed recommendations for improvement as identified in the previous year’s EQR, following the first year of quality review.

B.5.1.5 The technical report must be readily available via print or electronic form, and the Contractor must have a plan to make the report accessible to persons with sensory disabilities, when requested.

B.5.1.6 The technical report must contain aggregate information that does not disclose the identity of specific Medicaid beneficiaries.

B.5.1.7 For all key deliverables identified as components of the annual EQR, the technical report will clearly demonstrate the following specific to validation:

B.5.1.7.1 Objectives; and

B.5.1.7.2 Methods of data collection and analysis.

B.5.2 As part of the proposal, the Contractor must:

- B.5.2.1 Provide a sample of the technical report that includes an assessment of each RCO's strengths and weaknesses with respect to quality, timeliness and access to health services furnished to Medicaid beneficiaries.
- B.5.2.2 Provide a sample of the technical report that includes recommendations for improving quality of the services performed by each RCO.
- B.5.2.3 Provide a sample of the technical report that includes methodologically appropriate, comparative information for all RCOs, and align with state standards for quality strategy.
- B.5.2.4 Provide a sample of the technical report that includes an assessment of the degree to which RCOs effectively addressed recommendations for improvement as identified in the previous year's EQR, following the first year of quality review.
- B.5.2.5 Describe how the technical report will be readily available via print or electronic form, and the Contractor's plan to make the report accessible to persons with sensory disabilities, when requested.
- B.5.2.6 Describe how the technical report will contain aggregate information that does not disclose the identity of specific Medicaid beneficiaries.
- B.5.2.7 Describe how, for all key deliverables identified as components of the annual EQR, the technical report will clearly demonstrate the following specific to validation:
 - B.5.2.7.1 Objectives; and
 - B.5.2.7.2 Methods of data collection and analysis.

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

- C.1 The Alabama Medicaid Agency will ensure that the Contractor is provided sufficient and accurate information to use in performing the review.
- C.2 The Alabama Medicaid Agency will maintain adequate collaboration and cooperation with the Contractor, including the provision of timely management decisions, and approval of forms and procedures such that the Contractor is able to perform all duties assigned.

- C.3** An Agency designees will be made available to the Contractor to answer and resolve questions posed by the Contractor, specific to policy and procedure. Assigned designee/s will appropriately liaison the Contractor to other parties, as necessary in order to maintain response to Contractor inquiries.
- C.4** The Alabama Medicaid Agency will attend all scheduled meetings with the Contractor, for which both the Alabama Medicaid Agency and the Contractor will contribute agenda items, in order to remain abreast of issues, changes, the status of deliverables, and other pertinent information. The Alabama Medicaid Agency will define the schedule for the meetings, and allow the Contractor to request meetings if need for one is determined. The Alabama Medicaid Agency will provide the physical space for these meetings.
- C.5** The Alabama Medicaid Agency will review and approve all reports or publications prior to public release.

III. Pricing

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

IV. General Medicaid Information

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

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven (11) district offices throughout the state and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In November 2014, more than 1,050,254 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 Individuals with Intellectual Disabilities
- Prosthetic Devices
- Outpatient Surgical Services
- Renal Dialysis Services

- Home and Community Based Waiver Services
- Prenatal Clinic Services
- Mental Health Services

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

V. General

This document outlines the qualifications which must be met in order for an entity to serve as 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 Contractor must demonstrate in the proposal a thorough working knowledge of program policy requirements as described, herein, including but not limited to the applicable Operational Manuals, State Plan for Medical Assistance, Administrative Code and Code of Federal Regulations (CFR) requirements.

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

VI. Corporate Background and References

Entities submitting proposals and all subcontractors must:

- a. Provide evidence that the Contractor possesses the qualifications required in this RFP.
- b. Provide a description of the Contractor's organization, including:
 1. Date established.
 2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Contractor'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 Contractor 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 Contractor currently performs similar work.
 8. Details demonstrating independence from any RCO and/or MCO contracted with the State as defined in CFR438.354 (c).

9. Contractor'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 Contractor or any of its officers, directors, employees, agents or subcontractors of which the Contractor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.
- c. Have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. Alabama law provides that a foreign corporation (a business corporation incorporated under a law other than the law of this state) may not transact business in the state of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, (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 performing external quality review work for Medicaid programs and have been in business a minimum of three years.
 - e. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. **You may not use any Alabama Medicaid Agency personnel as a reference.**
 - f. Document the resources and capability for completing the work necessary to implement the EQRO program. The Contractor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the June 1, 2017, deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.

The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Contractor 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 Contractors. 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 Contractor 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. **Contractors 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 Contractor from further consideration. Contact information for the single point of contact is as follows:

<i>Project Director:</i>	Drew Nelson
<i>Address:</i>	Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624
<i>E-Mail Address:</i>	<u>EQRO-RFP@Medicaid.alabama.gov</u>

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

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

E. Acceptance of Standard Terms and Conditions

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

F. Adherence to Specifications and Requirements

Contractor must submit a statement stating that the Contractor 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 Contractor'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 Contractor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Contractor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Contractor. The Contractor'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 Contractor 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 Contractor 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 Contractor. The State is not liable for any expense incurred by the Contractor in the preparation and presentation of their proposal or any other costs incurred by the Contractor 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 Contractor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Contractor'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

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

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2016-EQRO-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Contractor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

N. Copies Required

Contractors must submit one original Proposal with original signatures in ink, one additional hard copy in binder form, plus two electronic copies of the Proposal on CD/DVD or jump drive clearly labeled with the Contractor name. One electronic (Word and searchable PDF format) copy MUST be a complete version of the Contractor's response and the second electronic (searchable PDF format) copy MUST have any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the proposal.

O. Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Contractor'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 Contractor at the expense of the Contractor or destroyed if requested.

P. E-Verify MOU

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

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 Contractor 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 Contractor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the Contractor'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 Contractor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Contractor.

C. Opportunity for Additional Information

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

D. Evaluation Committee

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

E. Scoring

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

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

F. Determination of Successful Proposal

The Contractor whose proposal is determined to be in the best interest of the State will be recommended as the successful Contractor. The Project Director will forward this Contractor's

proposal through the supervisory chain to the Commissioner, with documentation to justify the Committee's recommendation.

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

IX. General Terms and Conditions

A. General

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

The contract shall include the following:

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

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for three years effective June 1, 2017, through May 31, 2020. Alabama Medicaid shall have two, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Contractor will provide pricing for each year of the contract, including any extensions.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under

this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

D. Contract Amendments

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

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

E. Confidentiality

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

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

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

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

F. Security and Release of Information

Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed,

specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

G. Federal Nondisclosure Requirements

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

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

H. Contract a Public Record

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

I. Termination for Bankruptcy

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

J. Termination for Default

Medicaid may, by written notice, terminate performance under the contract, in whole or in part, for failure of Contractor to perform any of the contract provisions. In the event Contractor

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

K. Termination for Unavailability of Funds

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

L. Proration of Funds

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

M. Termination for Convenience

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

N. 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.

O. 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.

P. Conflict of Interest

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the contract and this amendment . The Contractor, as External Quality Reviewer for the State of Alabama and Medicaid agree that each has no conflict of interest preventing the execution of this Contract amendment or the requirements of the original contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act. 42 U.S.C.A. 2101 through 2107.

Q. Open Trade

In compliance with Section 41-16-5 Code of Alabama (1975), the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

R. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 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.

S. 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.

T. 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.

U. Immigration Compliance

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

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

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

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

V. Share of Contract

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

W. Waivers

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

X. Warranties Against Broker's Fees

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.

Y. 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.

Z. 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.

AA. Disputes and Litigation

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

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

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

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

BB. 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.

CC. 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.

DD. Use of Federal Cost Principles

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

EE. Payment

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

FF. Notice to Parties

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

GG. Disclosure Statement

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

HH. 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.

II. Not to Constitute a Debt of the State

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

JJ. Qualification to do Business in Alabama

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

KK. Choice of Law

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

LL. Alabama interChange Interface Standards

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

Appendix A: Proposal Compliance Checklist

NOTICE TO CONTRACTOR:

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.

Contractor 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. Contractor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Contractor submitted the specified copies of proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Contractor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Contractor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	8. The Proposal includes a corporate background.
<input type="checkbox"/>	9. The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new SMAC program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. Contractor must submit a statement that the Contractor has an understanding of and will comply with the terms and conditions as set out in the RFP. Additions or exceptions to the standard terms and conditions are not allowed. Any addition or exception to the terms and conditions are considered

	severed, null and void, and may result in the Contractor's bid being deemed non-responsive.
<input type="checkbox"/>	11. 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.
<input type="checkbox"/>	12. The response must include an E-Verify MOU with the Department of Homeland Security.

Appendix B: Contract and Attachments

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

Sample Contract

Attachment A: Business Associate Addendum

Attachment B: Contract Review Report for Submission to Oversight Committee

Attachment C: Immigration Status

Attachment D: Disclosure Statement

Attachment E: Letter Regarding Reporting to Ethics Commission

Attachment F: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment G: Beason-Hammon Certificate of Compliance

CONTRACT

BETWEEN
THE ALABAMA MEDICAID AGENCY
AND

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

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

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

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is _____ to _____.

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

CONTRACTOR

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

Contractor's name here

Stephanie McGee Azar
Commissioner

Date signed

Date signed

Printed Name

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

Tax ID: _____

APPROVED:

General Counsel

Governor, State of Alabama

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE 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

1.1. 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.

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

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

2. DEFINITIONS

2.1 General Definitions

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

2.2 Specific Definitions

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

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

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1** Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2** Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4** Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5** Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6** Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7** Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8** Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9** Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10** Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond

to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

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

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

3.12.1 Provide the Covered Entity the following information:

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

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

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

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

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

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

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

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

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

3.12.4 Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.

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

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3.** Disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 4.3.1** Disclosures are Required By Law; or
 - 4.3.2** Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4** Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

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

- 5.1** Any use or disclosure of PHI not provided for by this agreement
- 5.2** Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

- 6.1** Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- 6.2** Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

- 6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

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

- 7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 7.2.2 Immediately terminate this Agreement; or
- 7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 **Effect of Termination.**

- 7.3.1 Except as provided in paragraph (2) of this section 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.
- 7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
 - 7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;
 - 7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health

information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;

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

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

7.4 Survival

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

8. GENERAL TERMS AND CONDITIONS

8.1 This Agreement amends and is part of the Contract.

8.2 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.

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

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

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

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

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor:

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

* Is Contractor organized as an Alabama Entity in Alabama? YES NO

* If not, has it qualified with the Alabama Secretary of State to do business in Alabama? YES NO

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

Does Contractor have current member of Legislature or family member of Legislator employed? YES NO

Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES NO

If Yes, Give Name:

Contract Number:

Contract/Amendment Total: \$ (estimate if necessary)

% of State Funds: % of Federal Funds: % Other Funds:

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

Date Contract Effective: Date Contract Ends:

Type of Contract: NEW: RENEWAL: AMENDMENT:

If renewal, was it originally Bid? Yes No

If AMENDMENT, Complete A through C:

(A) Original contract total \$

(B) Amended total prior to this amendment \$

(C) Amended total after this amendment \$

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

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

Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx YES No

If no, please give a brief explanation:

Summary of Contract Services to be Provided:

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

I certify that the above information is correct.

Signature of Agency Head

Signature of Contractor

Printed Name

Printed Name

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

Revised: 2/20/2013

IMMIGRATION STATUS

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

Signature of Contractor

Witness



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP
NUMBER

TELEPHONE

()

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP

TELEPHONE NUMBER

Montgomery, Alabama 36103-5624

(334) 242-5833

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

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

Yes

No

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

STATE AGENCY/DEPARTMENT
RECEIVED

TYPE OF GOODS/SERVICES

AMOUNT

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

Yes

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE DEPARTMENT/AGENCY	ADDRESS	STATE
---	---------	-------

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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

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

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



ROBERT BENTLEY
Governor

Alabama Medicaid Agency
501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624
www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

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



STEPHANIE MCGEE AZAR
Commissioner

MEMORANDUM

SUBJECT: Reporting to Ethics Commission by Persons Related to Agency Employees

Section 36-25-16(b) Code of Alabama (1975) provides that anyone who enters into a contract with a state agency for the sale of goods or services exceeding \$7500 shall report to the State Ethics Commission the names of any adult child, parent, spouse, brother or sister employed by the agency.

Please review your situation for applicability of this statute. The address of the Alabama Ethics Commission is:

100 North Union Street
RSA Union Bldg.
Montgomery, Alabama 36104

A copy of the statute is reproduced below for your information. If you have any questions, please feel free to contact the Agency Office of General Counsel, at 242-5741.

Section 36-25-16. Reports by persons who are related to public officials or public employees and who represent persons before regulatory body or contract with state.

- (a) When any citizen of the state or business with which he or she is associated represents for a fee any person before a regulatory body of the executive branch, he or she shall report to the commission the name of any adult child, parent, spouse, brother, or sister who is a public official or a public employee of that regulatory body of the executive branch.
- (b) When any citizen of the State or business with which the person is associated enters into a contract for the sale of goods or services to the State of Alabama or any of its agencies or any county or municipality and any of their respective agencies in amounts exceeding seven thousand five hundred dollars (\$7500) he or she shall report to the commission the names of any adult child, parent, spouse, brother, or sister who is a public official or public employee of the agency or department with whom the contract is made.
- (c) This section shall not apply to any contract for the sale of goods or services awarded through a process of public notice and competitive bidding.
- (d) Each regulatory body of the executive branch, or any agency of the State of Alabama shall be responsible for notifying citizens affected by this chapter of the requirements of this section. (Acts 1973, No. 1056, p. 1699, §15; Acts 1975, No. 130, §1; Acts 1995, No. 95-194, p. 269, §1.)

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

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

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out therein.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Alabama Medicaid Agency (the Agency) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this certification clause without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Agency may pursue available remedies, including suspension and/or debarment.

State of _____)

County of _____)

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

DATE: _____

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

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

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

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

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

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

Print Name of Witness

Appendix C: Pricing Form

	5 – 8 RCO/MCO	9 – 12 RCO/MCO*	13 – 16 RCO/MCO	17 – 20 RCO/MCO
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Total Cost				

*Amount used for evaluation.

Exhibit 1. Year One RCO Quality Measures

Year One RCO Quality Measures Recommended by RCO Quality Assurance Committee and Approved by Alabama Medicaid Agency

Topic Category	Measure	Description
Internal Medicine	1. Comprehensive Diabetes Care	The percentage of patients 18–75 years of age with diabetes (type 1 and type 2) who had each of the following: Hemoglobin A1c (HbA1c) testing (NQF#0057), HbA1c poor control (>9.0 percent) (NQF#0059), HbA1c control (<8.0 percent) (NQF#0575), HbA1c control (<7.0 percent) for a selected population, Eye exam (retinal) performed (NQF#0055), Medical attention for nephropathy (NQF#0062), Smoking status and cessation advice or treatment ¹
	2. Medication Management for People with Asthma	The percentage of members 5-64 years of age during the measurement year who were identified as having persistent asthma and were dispensed appropriate medications that they remained on during the treatment period. Two rates are reported: 1. Percentage of members who remained on an asthma controller medication for at least 50 percent of the treatment period. 2. The percentage of members who remained on an asthma controller medication for at least 75 percent of the treatment period.
	3. ER Utilization Rate for Asthma Patients	ER Utilization rate for Asthma patients, this is the same metric currently used by PCNAs.
	4. Breast Cancer Screening	Percentage of women 40-69 years of age who had a mammogram to screen for breast cancer (AQM is 42-69 with two-year look-back period).
	5. Cervical Cancer Screening	Percentage of women 21–64 years of age received one or more Pap tests to screen for cervical cancer.
Pediatrics	6. Childhood Immunization Status	Percentage of children two years of age who had four diphtheria, tetanus and acellular pertussis (DtaP); three polio (IPV); one measles, mumps and rubella (MMR); three H influenza type B (HiB); three hepatitis B (HepB); one chicken pox (VZV); four pneumococcal conjugate (PCV); two hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday. The measure calculates a rate for each vaccine and nine separate combination rates.
	7. Immunizations for Adolescents	The percentage of adolescents 13 years of age who had recommended immunizations by their 13th birthday.

¹ Based on available data, reporting is only required for Hemoglobin A1c (HbA1c) testing and Eye exam (retinal) performed (NQF#0055).

Topic Category	Measure	Description
	8. Children's and Adolescents' Access to Primary Care Practitioners	This measure is used to assess the percentage of members 12 months to 24 months, 25 months to 6 years, 7 years to 11 years and 12 years to 19 years of age who had a visit with a primary care practitioner (PCP). The organization reports four separate percentages for each age stratification and product line (commercial and Medicaid).
	9. Well-Child Visits in the First 15 Months of Life	Percentage of members who turned 15 months old during the measurement year and who had the following number of well-child visits with a PCP during their first 15 months of life. Seven rates are reported: 1. No well-child visits 2. One well-child visit 3. Two well-child visits 4. Three well-child visits 5. Four well-child visits 6. Five well-child visits 7. Six or more well-child visits
	10. Developmental Screening in the First Three Years of Life	The percentage of children screened for risk of developmental, behavioral and social delays using a standardized screening tool in the first three years of life. This is a measure of screening in the first three years of life that includes three age-specific indicators assessing whether children are screened by 12 months of age, by 24 months of age and by 36 months of age.
	11. Well-Child Visits in the Third, Fourth, Fifth and Six Years of Life	Percentage of members three – six years of age who received one or more well-child visits with a PCP during the measurement year.
	12. Adolescent Well-Care Visits	At least one comprehensive well-care visit with a PCP or an obstetrics and gynecology (OB/GYN) practitioner during the measurement year. The PCP does not have to be assigned to the member.
Inpatient Care	13. Elective Delivery	This measure assesses patients with elective vaginal deliveries or elective cesarean sections greater than or equal to 37 and less than 39 weeks of gestation completed.

Topic Category	Measure	Description
	14. Plan All-Cause Readmission	<p>For members 18 years of age and older, the number of acute inpatient stays during the measurement year that were followed by an acute readmission for any diagnosis within 30 days and the predicted probability of an acute readmission. Data are reported in the following categories:</p> <ul style="list-style-type: none"> • Count of Index Hospital Stays (IHS) (denominator) • Count of 30-Day Readmissions (numerator) • Average Adjusted Probability of Readmission • Observed Readmission (Numerator/Denominator) • Total Variance
	15. Ambulatory Care-Sensitive Condition Admission	Ambulatory care sensitive conditions: Age-standardized acute care hospitalization rate for conditions where appropriate ambulatory care prevents or reduces the need for admission to the hospital, per 100,000 population under age 75 years.
Oral Health	16. Total Eligibles Who received Preventive Dental Services (ages 1-20)	The total unduplicated number of children receiving dental preventive services.
	17. Rate of Dental Procedures performed in surgical units	Rate of inpatient claims with dental procedures performed in the hospital. Limit the population to only children younger than 19, with the denominator to be total population.
Maternity/ Infant Mortality	18. Prenatal and Postpartum Care	<p>The percentage of deliveries of live births between November 6 of the year prior to the measurement year and November 5 of the measurement year. For these women, the measure assesses the following facets of prenatal and postpartum care.</p> <ul style="list-style-type: none"> • Rate 1: Timeliness of Prenatal Care. The percentage of deliveries that received a prenatal care visit as a member of the organization in the first trimester or within 42 days of enrollment in the organization. • Rate 2: Postpartum Care. The percentage of deliveries that had a postpartum visit on or between 21 and 56 days after delivery.

Topic Category	Measure	Description
	19. Frequency of Ongoing Prenatal Care	<p>Percentage of Medicaid deliveries between November 6 of the year prior to the measurement year and November 5 of the measurement year that received the following number of expected prenatal visits:</p> <ul style="list-style-type: none"> • Less than 21 percent of expected visits • 21 percent–40 percent of expected visits • 41 percent–60 percent of expected visits • 61 percent–80 percent of expected visits • Greater than or equal to 81 percent of expected visits <p>This measure uses the same denominator as the Prenatal and Postpartum Care measure.</p>
	20. Percentage of Live Births Weighing Less Than 2,500 Grams	The percentage of births with birth weight less than 2,500 grams.
	21. Percentage of Live Births Weighing Less Than 1,500 Grams	The percentage of births with birth weight less than 1,500 grams.
Chemical Dependency	22. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment	<p>The percentage of adolescent and adult patients with a new episode of alcohol or other drug (AOD) dependence who received the following:</p> <ul style="list-style-type: none"> • Initiation of AOD Treatment: The percentage of patients who initiate treatment through an inpatient AOD admission, outpatient visit, intensive outpatient encounter or partial hospitalization within 14 days of the diagnosis. • Engagement of AOD Treatment: The percentage of patients who initiated treatment and who had two or more additional services with a diagnosis of AOD within 30 days of the initiation visit.
	23. Identification of Alcohol and Other Drug Services	The number and percentage of members with an alcohol and other drug (AOD) claim who received the following chemical dependency services during the measurement year: Any service, inpatient, intensive outpatient or partial hospitalization and outpatient or ED.
	24. Medical Assistance With Smoking and Tobacco Use Cessation	<p>Assesses different facets of providing medical assistance with smoking and tobacco use cessation:</p> <ul style="list-style-type: none"> • Advising Smokers and Tobacco Users to Quit: A rolling average represents the percentage of members 18 years of age and older who were current smokers or tobacco users and who received advice to quit during the measurement year. • Discussing Cessation Medications: A rolling average represents the percentage of members 18 years of age and older who were current smokers or tobacco users and who discussed or were recommended cessation medications during the measurement year. • Discussing Cessation Strategies: A rolling average represents the percentage of members 18 years of age and older who were current smokers or tobacco users and who discussed or were provided smoking cessation methods or strategies during the measurement year.

Topic Category	Measure	Description
	25. Assessment and management of chronic pain	This measure is used to assess the percentage of patients age 16 years and older diagnosed with chronic pain who are screened for chemical dependency before being prescribed opioid medication.
Mental Health/ Behavioral Health	26. Follow-Up Care for Children Prescribed ADHD Medication	<p>The percentage of children newly prescribed attention-deficit/hyperactivity disorder (ADHD) medication who had at least three follow-up care visits within a 10-month period, one of which was within 30 days of when the first ADHD medication was dispensed. Two rates are reported:</p> <ol style="list-style-type: none"> 1. Initiation Phase. The percentage of members 6–12 years of age as of the IPSPD with an ambulatory prescription dispensed for ADHD medication, who had one follow-up visit with practitioner with prescribing authority during the 30-day Initiation Phase. 2. Continuation and Maintenance (C&M) Phase. The percentage of members 6–12 years of age as of the IPSPD with an ambulatory prescription dispensed for ADHD medication, who remained on the medication for at least 210 days and who, in addition to the visit in the Initiation Phase, had at least two follow-up visits with a practitioner within 270 days (nine months) after the Initiation Phase ended.
	27. Antidepressant Medication Management	<p>The percentage of members 18 years of age and older who were diagnosed with a new episode of major depression and treated with antidepressant medication, and who remained on an antidepressant medication treatment. Two rates are reported:</p> <ol style="list-style-type: none"> 1. Effective Acute Phase Treatment. The percentage of newly diagnosed and treated members who remained on an antidepressant medication for at least 84 days (12 weeks). 2. Effective Continuation Phase Treatment. The percentage of newly diagnosed and treated members who remained on an antidepressant medication for at least 180 days (6 months).
	28. Follow-Up After Hospitalization (within 30 days) (behavioral health-related primary diagnosis)	<p>This measure assesses the percentage of discharges for members 6 years of age and older who were hospitalized for treatment of selected mental health disorders and who had an outpatient visit, an intensive outpatient encounter or partial hospitalization with a mental health practitioner.</p> <p><i>Rate:</i> The percentage of members who received follow-up within 30 days of discharge.</p>
	29. Mental illness: risk-adjusted rate of readmission following discharge for a mental illness.	This measure is used to assess the risk-adjusted rate of readmission following discharge for a mental illness for individuals 15 years and older. A case is counted as a readmission if it is for a selected mental illness diagnosis and if it occurs within 30 days of the index episode of inpatient care. An episode of care refers to all contiguous hospitalizations and same-day surgery visits in general hospitals.
	30. Screening for Clinical Depression and Follow-up	Percentage of patients aged 12 years and older screened for clinical depression using an age appropriate standardized tool AND follow-up plan documented. <i>Follow up:</i> Adult patients age 18 and older with major depression or dysthymia and an initial PHQ-9 score greater than 9 who demonstrate remission at six months defined as a PHQ-9 score less than 5. This measure applies to both patients with newly diagnosed and existing depression whose current PHQ-9 score indicates a need for treatment.

Topic Category	Measure	Description
	31. Child and Adolescent Major Depressive Disorder: Suicide Risk Assessment	Percentage of patient visits for those patients aged 6 years through 17 years with a diagnosis of major depressive disorder with an assessment for suicide risk.
	32. Diabetes Screening for people With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications	The percentage of individuals 18-64 years of age with schizophrenia or bipolar disorder, who were dispensed any antipsychotic medication and had a diabetes screening during the measurement year.
	33. Adherence to Antipsychotic Medications for Individuals With Schizophrenia	This measure is used to assess the percentage of members 19 to 64 years of age with schizophrenia during the measurement year who were dispensed and remained on an antipsychotic medication for at least 80 percent of their treatment period.
Cardiovascular/ Obesity	34. Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents	Percentage of children 3-17 years of age who had an outpatient visit with a PCP or an OB/GYN and who had evidence of: <ul style="list-style-type: none"> • Body mass index (BMI) percentile documentation • Counseling for nutrition • Counseling for physical activity during the measurement year
	35. Adult BMI Assessment	Percentage of adults 18 years old or older with valid BMI documentation in the past 24 month.
Access to Care/ Equitable Health Outcomes	36. Ambulatory Care, ED Visits	This Measure summarizes the utilization of Emergency Department (ED) Visits for the Medicaid population. Numerator is the number of ED visits, Denominator is the eligible population. Reported as an ED rate.
	37. Adults' Access to Preventive/ Ambulatory Services [All Ages]	This measure is used to assess the percentage of members 20 to 44 years, 45 to 64 years, and 65 years and older who had an ambulatory or preventive care visit. The organization reports three separate percentages for each age stratification and product line (commercial, Medicaid and Medicare) and a total rate.
Patient Safety	38. Patients who reported that staff "Always" explained about medicine before giving it to them.	Patients who reported that staff "Always" explained about medicine before giving it to them. This is a standardized question from HCAHPS.

Topic Category	Measure	Description
	39. Patients who reported that YES, they were given information about what to do during their recovery at home.	Patients who reported that YES, they were given information about what to do during their recovery at home. This is a standardized question from HCAHPS.
Transition of Care	40. Care Transition – Transition Record Transmitted to Health Care Professional	Care transitions: percentage of patients, regardless of age, discharged from an inpatient facility to home or any other site of care for whom a transition record was transmitted to the facility or primary Physician or other health care professional designated for follow-up care within 24 hours of discharge.
Care Coordination	41. HBIPS-6 Post discharge continuing care plan created	The proportion of patients discharged from a hospital-based inpatient psychiatric setting with a post discharge continuing care plan created.
	42. HBIPS-7 Post discharge continuing care plan transmitted to next level of care provider upon discharge	The proportion of patients discharged from a hospital-based inpatient psychiatric setting with a complete post discharge continuing care plan, all the components of which are transmitted to the next level of care provider upon discharge.

Exhibit 2: CY 2017 Incentive Measures for Quality Withhold Program

Year One RCO Quality Measures Recommended by RCO Quality Assurance Committee and Approved by Alabama Medicaid Agency: Incentive Measures for Quality Withhold Program

CY 2017 Incentive Measures for Quality Withhold Program

Measure	Age of Measured Population	Composite Measure (Y/N)?
1. <i>Comprehensive Diabetes Care:</i> 1) HbA1c Testing; 2) Eye Exams	<ul style="list-style-type: none"> • <i>Adults:</i> 18-75 years of age 	Y
2. <i>Medication Management for People with Asthma:</i> The percentage of members who remained on an asthma controller medication for at least 75% of the treatment period	<ul style="list-style-type: none"> • <i>Children:</i> 5-12 years of age • <i>Adolescents:</i> 13-18 years of age • <i>Adults:</i> 19-64 years of age 	N
3. Cervical Cancer Screening	<ul style="list-style-type: none"> • <i>Adults:</i> 21-64 years of age 	N
4. <i>Prenatal and Postpartum Care:</i> 1) Timeliness of Prenatal Care; 2) Postpartum Care	<ul style="list-style-type: none"> • <i>Newborn/Maternity:</i> Less than 1 year of age 	Y
5. Percentage of Live Births Weighing Less Than 2,500 Grams	<ul style="list-style-type: none"> • <i>Newborn/Maternity:</i> Less than 1 year of age 	N
6. Follow-Up After Hospitalization (within 30 days) (BH-related primary diagnosis)	<ul style="list-style-type: none"> • <i>Children:</i> 6-12 years of age • <i>Adolescents:</i> 13-18 years of age • <i>Adults:</i> 19+ years of age 	N
7. <i>Antidepressant Medication Management:</i> 1) Effective Acute Phase Treatment (12 weeks); 2) Effective Continuation Phase Treatment (6 months)	<ul style="list-style-type: none"> • <i>Adults:</i> 18+ years of age 	Y
8. <i>Well-Child Visits:</i> 1) Well-Child Visits in the Third, Fourth, Fifth and Sixth Years of Life; 2) Adolescent Well-Care Visits	<ul style="list-style-type: none"> • <i>Children:</i> 3-6 years of age • <i>Adolescents:</i> 12-21 years of age 	Y
9. Ambulatory Care-Sensitive Condition Admission	<ul style="list-style-type: none"> • <i>Children:</i> 1-12 years of age • <i>Adolescents:</i> 13-18 years of age • <i>Adults:</i> 19-74 years of age 	N
10. Care Transition – Transition Record Transmitted to Health Care Professional	<ul style="list-style-type: none"> • <i>Newborn/Maternity:</i> Less than 1 year of age • <i>Children:</i> 1-12 years of age • <i>Adolescents:</i> 13-18 years of age • <i>Adults:</i> 19+ years of age 	N

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Billing

Delivery Date:

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Delivery Type:

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GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – *From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.}*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

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the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., *Code of Alabama 1975*. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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ATTENTION: Alabama Medicaid intends to post the External Quality Review Organization RFP specifications document by the close of business on 02/08/2017, to the Alabama Medicaid website at:

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

All questions concerning this RFP must be directed to:

EQRO-RFP@medicaid.alabama.gov

Amendment I to RFP 2016-EQRO-01

1/30/2017

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2016-EQRO-01. THIS AMENDMENT MUST BE INCLUDED IN THE CONTRACTOR'S RESPONSE AND MEET THE REQUIREMENTS AS DEFINED IN THE RFP.

THE CONTRACTOR MUST SIGN AND RETURN THIS AMENDMENT WITH THEIR PROPOSAL.

I. RFP Coversheet, page 1, change as follows:

Currently Reads as:

RFP Number: 2016-EQRO-01	RFP Title: Medicaid External Quality Review Organization Acquisition	
RFP Due Date and Time: February 8, 2017 by 5:00 pm Central Time		Number of Pages: 57
PROCUREMENT INFORMATION		
Project Director: Drew Nelson, MPH		Issue Date: December 20, 2016
Phone: 334-353-3216 E-mail Address: EQRO-RFP@Medicaid.Alabama.gov Website: http://www.medicaid.alabama.gov		Issuing Division: Managed Care
INSTRUCTIONS TO CONTRACTORS		
Return Proposal to: Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624		Mark Face of Envelope/Package: RFP Number: 2016-EQRO-01 RFP Due Date: February 8, 2017 by 5pm CT
		Firm and Fixed Price per RCO:
CONTRACTOR INFORMATION <i>(Contractor must complete the following and return with RFP response)</i>		
Contractor Name/Address:		Authorized Contractor Signatory: (Please print name and sign in ink)
Contractor Phone Number:		Contractor FAX Number:
Contractor Federal I.D. Number:		Contractor E-mail Address:

Revised as:

RFP Number: 2016-EQRO-01	RFP Title: Medicaid External Quality Review Organization Acquisition	
RFP Due Date and Time: February 8, 2017 by 5:00 pm Central Time		Number of Pages: 57
PROCUREMENT INFORMATION		
Project Director: Drew Nelson, MPH		Issue Date: December 20, 2016
Phone: 334-353-3216 E-mail Address: EQRO-RFP@Medicaid.Alabama.gov Website: http://www.medicaid.alabama.gov		Issuing Division: Managed Care
INSTRUCTIONS TO CONTRACTORS		
Return Proposal to: Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624		Mark Face of Envelope/Package: RFP Number: 2016-EQRO-01 RFP Due Date: February 8, 2017 by 5pm CT Firm and Fixed Price for Total Cost: Column 9-12 RCO/MCO:
CONTRACTOR INFORMATION <i>(Contractor must complete the following and return with RFP response)</i>		
Contractor Name/Address:	Authorized Contractor Signatory: (Please print name and sign in ink)	
Contractor Phone Number:	Contractor FAX Number:	
Contractor Federal I.D. Number:	Contractor E-mail Address:	

II. Section II.B.1, page 7, change as follows:

Currently Reads as:

Systems Performance Review (SPR):A review conducted “within the previous three-year period”, to determine RCO compliance with state standards for access to care, structure and operations, and quality measurement and improvement, as required by 42 CFR § 438.358(b)(3). The contractor will be required to perform a review of all defined state standards within 90-days of the end of an RCO’s first year of operation. Following the initial baseline analyses, the Contractor will complete the review every three years. Unless otherwise specified by the Agency, the SPR will begin a base-year evaluation in January 2018 for the Contract Year performance from October 1 2017 – September 30, 2018. The first full look-back would be completed in 2020 for Contract Years 2017, 2018, and 2019. This SPR will be a comprehensive review of all standards.

Revised as:

Systems Performance Review (SPR):A review conducted “within the previous three-year period”, to determine RCO compliance with state standards for access to care, structure and operations, and quality measurement and improvement, as required by 42 CFR § 438.358(b)(iii). The contractor will be required to perform a review of all defined state standards within 90-days of the end of an RCO’s first year of operation. Following the initial baseline analyses, the Contractor will complete the review every three years. Unless otherwise specified by the Agency, the SPR will begin a base-year evaluation in January 2018 for the Contract Year performance from October 1 2017 – September 30, 2018. The first full look-back would be completed in 2020 for Contract Years 2017, 2018, and 2019. This SPR will be a comprehensive review of all standards.

III. Section II.B.1.8.5, page 9, change as follows:

Currently Reads as:

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

Revised as:

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

IV. Section II.B.2, pages 9-10, change as follows:

Currently Reads as:

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

Revised as:

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

V. Section VI.f, page 17, change as follows:

Currently Reads as:

Document the resources and capability for completing the work necessary to implement the EQRO program. The Contractor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the June 1, 2017, deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.

Revised as:

Document the resources and capability for completing the work necessary to implement the EQRO program. The Contractor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the September 1, 2017, deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.

VI. Section IX.C, page 22, change as follows:

Currently Reads as:

The initial contract term shall be for three years effective June 1, 2017, through May 31, 2020. Alabama Medicaid shall have two, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee.

Revised as:

The initial contract term shall be for three years effective September 1, 2017, through August 31, 2020. Alabama Medicaid shall have two, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee.

VII. IX.P, page 26, change as follows:

Currently Reads as:

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the contract and this amendment. The Contractor, as External Quality Reviewer for the State of Alabama and Medicaid agree that each has no conflict of interest preventing the execution of this Contract amendment or the requirements of the original contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act. 42 U.S.C.A. 2101 through 2107.

Revised as:

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the contract and this amendment. The Contractor, as External Quality Reviewer for the State of Alabama and Medicaid agree that each has no conflict of interest preventing the execution of this Contract amendment or the requirements of the original contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act. 41 U.S.C.A. 2101 through 2107.

VIII. Appendix A.9., page 31, change as follows:

Currently Reads as:

The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new SMAC program as outlined in the request for proposal regarding each element listed in the scope of work.

Revised as:

The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new 2016-EQRO-01 program as outlined in the request for proposal regarding each element listed in the scope of work.

I hereby acknowledge the receipt of Addendum 1 to RFP 2016-EQRO-01.

Authorized Contractor Signature

Date

Contractor Organization

RFP #: 2016-EQRO-01**Alabama Medicaid External Quality Review Organization RFP****Contractor Questions and Agency Answers****January 30, 2017**

Question ID:	1
Date Question Asked:	1/4/2017
Question:	Based on a map provided on the Medicaid website of organizations certified as probationary regional care organizations and contributing entities, is it fair to assume that there are three entities in Region A, two in Region B, two in Region C, two in Region D, and two in Region E?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	While no RCO has received full certification to date, it is expected that each region will have at least two RCOs.
Question ID:	2
Date Question Asked:	1/4/2017
Question:	Related to the map referenced in question #1, it appears that there six unique entities across the five regions and some entities serve multiple regions. For purposes of the Systems Performance Review, Validation of Performance Measures and Validation of Performance Improvement Projects, should we assume that the Contractor is reviewing six RCOs or 11 RCO/region combinations?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	The Agency treats each RCO per region as its own individual organization, but several RCO operating in multiple regions may have common investors and management entities. The Contractor should determine the best approach for their solution.
Question ID:	3
Date Question Asked:	1/4/2017
Question:	Is it the expectation of the State that as part of the Validation of Performance Measures that the Contractor will compute all of the measures in Exhibit 1 of the RFP? Some subset of Exhibit 1 measures? All of the measures in Exhibit 2 of the RFP?

Section Number:	Exhibit 1; Exhibit 2
RFP Page Number:	50-56; 57
AGENCY Answer:	It is the Agency's expectation that the EQRO will validate the process that each RCO uses to calculate the performance measures as is the RCOs responsibility to calculate their measures.
Question ID:	4
Date Question Asked:	1/4/2017
Question:	Will the RCOs be required to contract with an NCQA-certified HEDIS auditor to compile their own results of the performance measures listed in Exhibits 1 and 2 of the RFP?
Section Number:	Exhibit 1; Exhibit 2
RFP Page Number:	50-56; 57
AGENCY Answer:	The Agency has not required any RCO to be NCQA accredited at this time.
Question ID:	5
Date Question Asked:	1/4/2017
Question:	In planning the scope of work, how many Performance Improvement Projects per RCO per year should the Contractor expect as part of the Validation of Performance Improvement Projects?
Section Number:	II.
RFP Page Number:	6-15
AGENCY Answer:	Two Performance Improvement Projects per RCO per year.
Question ID:	6
Date Question Asked:	1/4/2017
Question:	On page 17 in Section VI of the RFP, what is meant in subsection f "The Contractor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the June 1, 2017 deadline..."? Contract start date on page 3 of the RFP indicates September 1, 2017.
Section Number:	VI.; B.
RFP Page Number:	17; 3
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. Please refer to Amendment I posted on the Medicaid website.

Question ID:	7
Date Question Asked:	1/4/2017
Question:	On page 31 in Appendix A of the checklist, what is meant in item #9 “The Proposal includes a detailed description of the plan to design, implement, monitor and address special situations related to a new SMAC program as outlined in the request for proposal...? We did not see this acronym in the RFP.
Section Number:	Appendix A
RFP Page Number:	31
AGENCY Answer:	The new program name is “2016-EQRO-01,” and not “SMAC.” Please refer to Amendment I posted on the Medicaid website.
Question ID:	8
Date Question Asked:	1/4/2017
Question:	Is it permissible to include as an appendix to the RFP response examples of work products related to the RFP tasks (e.g., an EQR report submitted to CMS)?
Section Number:	II.B.
RFP Page Number:	8-12
AGENCY Answer:	The Agency does not have a preference on the examples submitted by the Contractor.
Question ID:	9
Date Question Asked:	1/4/2017
Question:	Are full resumes of proposed team members preferred? Can these be put in the appendix to the RFP response?
Section Number:	VI.
RFP Page Number:	16
AGENCY Answer:	Yes. Yes.
Question ID:	10
Date Question Asked:	1/4/2017
Question:	Although the proposed bid is a firm fixed price, will it be permissible for the Contractor to submit monthly progress billings for work incurred against the annual firm fixed price?
Section Number:	VII.L.

RFP Page Number:	20
AGENCY Answer:	Please refer to Section IX. EE of the RFP.
Question ID:	11
Date Question Asked:	1/5/2017
Question:	Please clarify the timeframe for the first year of the contract. Is year one September 1, 2017 - August 31, 2018 or June 1, 2017 - May 31, 2018?
Section Number:	B.; IX.C.
RFP Page Number:	3; 22
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017, and runs to August 31, 2018 for the first year of the contract. Please refer to Amendment I posted on the Medicaid website.
Question ID:	12
Date Question Asked:	1/5/2017
Question:	How many performance improvement projects per RCO are to be validated annually?
Section Number:	II.B.3
RFP Page Number:	11
AGENCY Answer:	Two Performance Improvement Projects per RCO per year.
Question ID:	13
Date Question Asked:	1/5/2017
Question:	Should bidders provide a sample of a technical report completed for another state or an outline of a proposed technical report for Alabama RCOs?
Section Number:	II.B.5.2
RFP Page Number:	13
AGENCY Answer:	The Agency does not have a preference for the sample technical report.
Question ID:	14
Date Question Asked:	1/5/2017
Question:	Will scheduled meetings with the Alabama Medicaid Agency require in-person attendance or may some meetings be held via teleconference?
Section Number:	II.C.4

RFP Page Number:	14
AGENCY Answer:	Either method as deemed appropriate by the Agency.
Question ID:	15
Date Question Asked:	1/5/2017
Question:	Please clarify which page should be included as the first page of the proposal -- the Cover Sheet or Appendix C?
Section Number:	III.
RFP Page Number:	15
AGENCY Answer:	Cover Sheet.
Question ID:	16
Date Question Asked:	1/5/2017
Question:	Please provide precise requirements for indicating our proposed firm and fixed pricing on the pricing form (Appendix C: Pricing Form) and on the Cover Sheet.
Section Number:	III.; Appx C; Cover Sheet
RFP Page Number:	15; 49; 1
AGENCY Answer:	The Total Cost: Column 9-12 RCO/MCO marked with an asterisk must be included on the coversheet. Please refer to Amendment I posted on the Medicaid website.
Question ID:	17
Date Question Asked:	1/5/2017
Question:	Page 17 says to include "...a chart outlining the proposed tasks needed to complete the implementation by the June 1, 2017, deadline..." However, page 22 says that June 1, 2017 is the beginning of contract year 1. Please resolve this discrepancy and clarify the requirement.
Section Number:	VI.f.; IX.C.
RFP Page Number:	17; 22
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. Please refer to Amendment I posted on the Medicaid website.
Question ID:	18
Date Question Asked:	1/5/2017
Question:	For the CDs, may we submit the proposal in searchable PDF format only, i.e., not in Word? PDF format permits more efficient inclusion of signed forms and similar materials.

	Also, PDF files cannot be edited, providing an additional layer of assurance that the file reflects the printed copy exactly.
Section Number:	VII.N.
RFP Page Number:	20
AGENCY Answer:	Contractors must submit the proposal in "Word and searchable PDF format" as described in Section VII.N.
Question ID: 19	
Date Question Asked: 1/5/2017	
Question:	Please clarify what price information should be entered on the Cover Sheet in the "Firm and Fixed Price per RCO" box. For example, does the state want one price for the Implementation Phase (Yr 1) and one total price for the Updating/Operation Phase (Yrs 2-5), OR One price for the Implementation Phase (Yr 1) and a price for each of the four contract years in the Updating/Operation phase, OR Another pricing configuration?
Section Number:	VII.L.; Cover Sheet
RFP Page Number:	20; 1
AGENCY Answer:	The Total Cost: Column 9-12 RCO/MCO marked with an asterisk must be included on the coversheet. Please refer to Amendment I posted on the Medicaid website.
Question ID: 20	
Date Question Asked: 1/5/2017	
Question:	Is a separate price proposal volume required? If yes, what content is to be included in the price proposal? If no, should the Cover Sheet (with pricing) and Appendix C both be included in the technical proposal?
Section Number:	VII.L.; Appx C.
RFP Page Number:	20; 49
AGENCY Answer:	No. The Coversheet must be the first page of the Contractor's response and Appendix C is a separate section.
Question ID: 21	
Date Question Asked: 1/5/2017	
Question:	If a separate price proposal volume is required, do the specifications in VII.N. also apply to the price proposal, e.g., one original, one hard copy in a binder, one electronic copy that is a mirror image of original, and one redacted copy?
Section Number:	VII.N.

RFP Page Number:	20
AGENCY Answer:	The specifications in VII.N apply to the entire Contractor's response.
Question ID:	22
Date Question Asked:	1/5/2017
Question:	Are the Firm and Fixed Price for inclusion on the Cover Sheet to be taken from the asterisked column headed "9-12 RCO/MCO*" on the Pricing Form (Appendix C)? If not, please provide additional guidance.
Section Number:	VII.L.; Appx. C
RFP Page Number:	20; 49
AGENCY Answer:	Yes. Please refer to Amendment I posted on the Medicaid website.
Question ID:	23
Date Question Asked:	1/5/2017
Question:	Please confirm that each column header on the Pricing Form specifies the number of contracted RCOs/MCOs that may be reviewed per year. If so, please confirm, for example, that under the column headed "5-8 RCO/MCO," the bidder should provide an amount for one RCO/MCO assuming that 5-8 RCOs/MCOs will be reviewed that year.
Section Number:	Appx C
RFP Page Number:	49
AGENCY Answer:	Yes, confirmed that each column header on the Pricing Form specifies the number of contracted RCOs/MCOs that may be reviewed per year. Due to the ambiguity of the second part of this question, the Agency is unable to provide a response.
Question ID:	24
Date Question Asked:	1/5/2017
Question:	Please provide the long form of the acronym "SMAC" and define the "new SMAC program" and its relevance to the SOW.
Section Number:	Appx A. Item 9
RFP Page Number:	31
AGENCY Answer:	The new program name is "2016-EQRO-01," and not "SMAC." Please refer to Amendment I posted on the Medicaid website.
Question ID:	25
Date Question Asked:	1/5/2017

Question:	Are the RCOs required to submit HEDIS audited rates to the State?
Section Number:	II.B.2
RFP Page Number:	9-10
AGENCY Answer:	It is the Agency's expectation that the EQRO will validate the process that each RCO uses to calculate the performance measures as is the RCOs responsibility to calculate their measures. The Agency has not required any RCO to be NCQA accredited at this time.
Question ID:	26
Date Question Asked:	1/5/2017
Question:	Please confirm that HEDIS audits are not a part of the EQRO's scope of work.
Section Number:	II.B.2
RFP Page Number:	9-10
AGENCY Answer:	Confirmed.
Question ID:	27
Date Question Asked:	1/5/2017
Question:	How many RCOs are operating/will be operating in each region?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	While no RCO has received full certification to date, it is expected that each region will have at least two RCOs.
Question ID:	28
Date Question Asked:	1/5/2017
Question:	Must the RCOs seek NCQA accreditation?
Section Number:	II.B.2
RFP Page Number:	9-10
AGENCY Answer:	The Agency has not required any RCO to be NCQA accredited at this time.
Question ID:	29
Date Question Asked:	1/5/2017
Question:	Currently the Pricing Form has four (4) RCO/MCO Price Ranges; 5-8, 9-12, 13-16 and 17-20 RCO/MCOs. In regards to recent information projecting fewer than anticipated RCOs/MCOs (approximately 8-9) in lieu of the original forecast; will

	the State revise the four (4) Price Ranges in Appendix C?
Section Number:	Appendix C: Pricing Form
RFP Page Number:	49
AGENCY Answer:	No. While no RCO has received full certification to date, it is expected that each region will have at least two RCOs.
Question ID:	30
Date Question Asked:	1/5/2017
Question:	Section III Pricing states the response must specify a firm and fixed fee per RCO. Appendix C: Pricing Form has four (4) RCO/MCO Price Ranges; 5-8, 9-12, 13-16 and 17-20 RCO/MCOs for each Contract Year. Does the State want a Fixed Unit Price Per RCO/Per Range/Per Year in each column?
Section Number:	Section III. Pricing; Appendix C: Pricing Form
RFP Page Number:	15; 49
AGENCY Answer:	Yes.
Question ID:	31
Date Question Asked:	1/5/2017
Question:	Section III Pricing states the response must specify a firm and fixed fee per RCO. Appendix C: Pricing Form has four (4) RCO/MCO Price Ranges; 5-8, 9-12, 13-16 and 17-20 RCO/MCOs for each Contract Year. If the State requires a Fixed Unit Price to represent a Range Number of RCOs; what is the "Total Cost" calculation you are looking for in each Price Range, per Year?
Section Number:	Section III. Pricing; Appendix C: Pricing Form
RFP Page Number:	15; 49
AGENCY Answer:	The Total Cost calculation is the 5 year total cost for the associated column.
Question ID:	32
Date Question Asked:	1/5/2017
Question:	Page 3 of the RFP states that the official contract award/begin work date is 9/1/17. Page 22 (C. Term of Contract) states the contract term shall be effective 6/1/17. Please clarify the start (and end) date of the contract.
Section Number:	Section B. Schedule of Events
RFP Page Number:	3
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. The Initial Contract End Date is August 31, 2020. Please refer to Amendment I posted on the Medicaid website.

Question ID:	33
Date Question Asked:	1/5/2017
Question:	Alabama is pursuing a a major system transformation that includes the establishment of a managed care system. Are there concerns or issues that the Alabama Medicaid Agency seeks to address with this procurement? How does the state intend to use the EQR results?
Section Number:	Section I. Background
RFP Page Number:	6
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS and CFR require an EQRO to complete all mandatory EQR activities.
Question ID:	34
Date Question Asked:	1/5/2017
Question:	The Alabama Medicaid Agency is executing a system transformation that includes the establishment of a managed care system, comprised of Regional Care Organizations (RCOs) in five geographic regions throughout the state that will deliver health care to two-thirds of the state's Medicaid recipients. How many RCOs are there total? Per a document found on the Alabama Medicaid website, revised 10/24/16, there are a total of nine RCOs. (Region A has three, Region B has one, Region C has two, Region D has one, Region E has two). It is assumed that separate audits will be conducted for each of the nine RCOs; the audit will review each RCO within each region. Please confirm.
Section Number:	Section I. Background
RFP Page Number:	6
AGENCY Answer:	While no RCO has received full certification to date, it is expected that each region will have at least two RCOs. The Agency treats each RCO per region as its own individual organization, but several RCO operating in multiple regions may have common investors and management entities. The Contractor should determine the best approach for their solution.
Question ID:	35
Date Question Asked:	1/5/2017
Question:	Are new RCOs expected to join the managed care system after the 10/1/17 implementation date?
Section Number:	Section I. Background
RFP Page Number:	6
AGENCY Answer:	It is not the Agency's intention for additional RCOs to be implemented, but the Agency reserves the right to add additional RCOs in the future if any terminate or fail to succeed.
Question ID:	36

Date Question Asked:	1/5/2017
Question:	Please provide an address for each RCO where the location of the audit will occur. This impacts travel and pricing.
Section Number:	Section I. Background
RFP Page Number:	6
AGENCY Answer:	The RCO contact information can be found on the Agency's website at Contact/10.4_RCO_Contacts.aspx">http://www.medicaid.alabama.gov/content/10.0>Contact/10.4_RCO_Contacts.aspx .
Question ID:	37
Date Question Asked:	1/5/2017
Question:	Are any of the newly created RCOs former managed care organizations?
Section Number:	Section I. Background
RFP Page Number:	6
AGENCY Answer:	The RCO information can be found on the Agency's website at http://www.medicaid.alabama.gov/content/5.0_Managed_Care/5.1_RCOs.aspx .
Question ID:	38
Date Question Asked:	1/5/2017
Question:	The Agency is in the process of transforming its long-term care system to establish a managed care system. What is the specific role of the EQRO in regard to the Integrated Care Networks (ICNs)? Is the Agency requesting the EQRO to conduct specific tasks for the ICNs? If so, please provide additional detail and requirements.
Section Number:	Section I. Background
RFP Page Number:	6
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS and CFR require an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	39
Date Question Asked:	1/5/2017
Question:	Systems Performance Review (SPR): A review conducted "within the previous three-year period", to determine RCO compliance with state standards for access to care, structure and operations, and quality measurement and improvement, as required by 42 CFR § 438.358(b)(3). Should this reference be 42 CFR § 438.358(b)(iii) instead?
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review
RFP Page Number:	7
AGENCY Answer:	Yes. Please refer to Amendment I posted on the Medicaid website.

Answer:	
Question ID:	40
Date Question Asked:	1/5/2017
Question:	The contractor will be required to perform a review (SPR) of all defined state standards within 90 days of the end of an RCO's first year of operation. Unless otherwise specified by the Agency, the SPR will begin a base-year evaluation in January 2018 for the Contract Year performance from October 1 2017 – September 30, 2018. To clarify, the base year evaluation should be initiated in January 2018 vs being completed within 90 days of the end of the first year of operation which would require the review to occur October - December 2017?
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review
RFP Page Number:	7
AGENCY Answer:	The base year evaluation will be initiated in January 2018 as quality measures are based on calendar year and not contract year.
Question ID:	41
Date Question Asked:	1/5/2017
Question:	The Contractor must offer technical assistance to the RCOs to resolve deficiencies as needed. What do you anticipate as technical assistance needs of the RCOs? Do you expect that the TA will be informal such as fact sheets, workshops, webinars?
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review,B.1.4
RFP Page Number:	6
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	42
Date Question Asked:	1/5/2017
Question:	The first full look-back will be completed in 2020 for Contract Years 2017, 2018, and 2019. Will the SPRs be based on contract years or calendar years? October-September vs. January-December. Please clarify.
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review
RFP Page Number:	7-8
AGENCY Answer:	The evaluation will be initiated in January 2018 as quality measures are based on calendar year and not contract year.
Question ID:	43
Date Question Asked:	1/5/2017
Question:	The Contractor must conduct annual intermediate desktop or onsite follow-up

	reviews for RCOs receiving partially met or unmet findings from the previous SPR to determine compliance with corrective action plans. Does the Agency have a preference for desktop vs. onsite review?
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review
RFP Page Number:	8 (B.1.1)
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	44
Date Question Asked:	1/5/2017
Question:	Utilization of the most current CMS protocols to conduct EQR, to include review of the performance measures outlined in the submitted to the Alabama Medicaid Agency by RCOs as mandated by Section 14.2 of the RCO Contract and provided in the RFP via Exhibit 1 Year One RCO Quality Measures and Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program. Should this requirement be listed in Section B.2 - Validation of Performance Measures, rather than B.1 - Systems Performance Review? This requirement also influences B.1.8.5.
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review
RFP Page Number:	8 (B.1.5)
AGENCY Answer:	No, please reference Section II.B.2.3.1 in the RFP.
Question ID:	45
Date Question Asked:	1/5/2017
Question:	Use of national standards for the calculation, validation and reporting of EQR is required. Should this requirement be listed in Section B.2 - Validation of Performance Measures, rather than B.1 - Systems Performance Review? This requirement also influences B.1.8.6.
Section Number:	Section B.1 Mandatory Tasks, Systems Performance Review
RFP Page Number:	8 (B.1.6)
AGENCY Answer:	No, please reference Section II.B.2.3.1 in the RFP.
Question ID:	46
Date Question Asked:	1/5/2017
Question:	In the event of an RCO contract termination, the Contractor and RCO will be expected to engage in an external quality review of all measures, including on-site document review and interview with program staff, prior to formal termination of a RCO contract sufficient to meet federal requirements and as requested by the Agency. Should this requirement be listed in Section B.2 - Validation of Performance Measures, rather than B.1 - Systems Performance Review? If it is

	intended for SPR, please clarify what is meant by "all measures." Does this include all requirements/standards of an SPR? This requirement also influences B.1.8.7.
Section Number:	Section B.1. Mandatory Tasks, Systems Performance Review
RFP Page Number:	8 (B.1.7)
AGENCY Answer:	No, please reference Section II.B.1.8.5 in the RFP.
Question ID:	47
Date Question Asked:	1/5/2017
Question:	In the event of an RCO contract termination, the Contractor and RCO will be expected to engage in an external quality review of all measures, including on-site document review and interview with program staff, prior to formal termination of a RCO contract sufficient to meet federal requirements and as requested by the Agency. Should this "unknown" event be priced as a separate activity? Clarify how pricing should be handled for this onsite SPR/Performance Measure review activity.
Section Number:	Section B.1. Mandatory Tasks, Systems Performance Review
RFP Page Number:	8 (B.1.7)
AGENCY Answer:	No, it is part of the firm and fixed price.
Question ID:	48
Date Question Asked:	1/5/2017
Question:	Validation of Performance Measures: Contractor will use national standards to evaluate, validate and report on the findings reported by RCOs specific to performance measures established within the RCO contract as listed in the RFP via Exhibit 1 Year One RCO Quality Measures, in accordance with 42 CFR § 438.330(b)(2). Does the Agency have any requirements on a specific timeframe during the year in which this activity should be conducted? For example, does the State have a specific schedule for reporting performance measure rates?
Section Number:	Section B.2. Mandatory Tasks, Validation of Performance Measures
RFP Page Number:	9
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	49
Date Question Asked:	1/5/2017
Question:	Are the RCOs required to undergo HEDIS audits? Are there plans to require accreditation in the future?
Section Number:	Section B.2. Mandatory Tasks, Validation of Performance Measures

RFP Page Number:	9
AGENCY Answer:	It is the Agency's expectation that the EQRO will validate the process that each RCO uses to calculate the performance measures as is the RCOs responsibility to calculate their measures. The Agency has not required any RCO to be NCQA accredited at this time.
Question ID:	50
Date Question Asked:	1/5/2017
Question:	Will the State allow the RCOs to create supplemental databases?
Section Number:	Section B.2. Mandatory Tasks, Validation of Performance Measures
RFP Page Number:	9
AGENCY Answer:	Due to the ambiguity of the question, the Agency is unable to answer the question. The requirements are as defined in the RFP.
Question ID:	51
Date Question Asked:	1/5/2017
Question:	Will the RCOs use HEDIS certified software to produce rates for the HEDIS measures?
Section Number:	Section B.2. Mandatory Tasks, Validation of Performance Measures
RFP Page Number:	9
AGENCY Answer:	The requirements are as defined in the RFP.
Question ID:	52
Date Question Asked:	1/5/2017
Question:	The Contractor will be required to validate the ten performance measures tied to the performance based compensation of the RCOs, on an annual basis, as defined in the RFP via Exhibit 2 CY 2017 Incentive Measures for Quality Withhold Program. The Contractor will additionally be expected to perform validation of any or all of the remaining 32 performance measures, outlined in the RFP via Exhibit 1 Year One RCO Quality Measures, as prescribed and included by the Alabama Medicaid Agency as a requested component of the annual review of performance measures. Will the Agency provide the sources for the non-HEDIS measures? Are measure specifications available for the non-HEDIS measures?
Section Number:	Section B.2. Mandatory Tasks, Validation of Performance Measures
RFP Page Number:	10
AGENCY Answer:	Yes. Yes.

Question ID:	53
Date Question Asked:	1/5/2017
Question:	How many Performance Improvement Plans will be required of each RCO? Will this number change during the contract period? If so, specify during which contract year.
Section Number:	Section B. Mandatory Tasks
RFP Page Number:	11 (B.3)
AGENCY Answer:	Two Performance Improvement Projects per RCO per year. It is not expected to change during the contract period.
Question ID:	54
Date Question Asked:	1/5/2017
Question:	Has the State already identified PIP topics? If the topics have already been selected, what are they?
Section Number:	Section B. Mandatory Tasks
RFP Page Number:	11 (B.3)
AGENCY Answer:	The topics have not been identified as of yet.
Question ID:	55
Date Question Asked:	1/5/2017
Question:	The EQRO is expected to assess and validate service delivery network adequacy reported by an RCO during the preceding 12 months to comply with requirements set forth in 42 CFR § 438.68 and additional State requirements. Please identify State requirements.
Section Number:	Section B. Mandatory Tasks
RFP Page Number:	12 (B.4.1)
AGENCY Answer:	The RCO information can be found on the Agency's website at http://www.medicaid.alabama.gov/content/5.0_Managed_Care/5.1_RCOs.aspx .
Question ID:	56
Date Question Asked:	1/5/2017
Question:	The Alabama Medicaid Agency will define the schedule for meetings between the Agency and the Contractor, and allow the Contractor to request meetings if need for one is determined. The Alabama Medicaid Agency will provide the physical space for these meetings. Are in person meetings required or can they be conducted via conference calls/webinars?

Section Number:	Section C. Agency Responsibilities
RFP Page Number:	14 (C.4)
AGENCY Answer:	Either method as deemed appropriate by the Agency.
Question ID:	57
Date Question Asked:	1/5/2017
Question:	The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new SMAC. Please clarify if this requirement regarding SMAC is associated with this RFP. If SMAC is intended as an area under the SOW, please provide an explanation of how SMAC is to be addressed within the EQR.
Section Number:	Appendix A - Proposal Compliance Checklist
RFP Page Number:	30, item 9
AGENCY Answer:	The new program name is "2016-EQRO-01," and not "SMAC." Please refer to Amendment I posted on the Medicaid website.
Question ID:	58
Date Question Asked:	1/5/2017
Question:	Will the Agency's analysis of confidential or proprietary information be based upon the requirements of the Alabama Trade Secrets Act, Ala. Code §§8-27-1 et seq.?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	The burden is on the Contractor to mark items as confidential and proprietary. The Agency assumes no liability of items not marked priority and confidential. Nothing in this answer should be construed as a waiver of sovereign immunity.
Question ID:	59
Date Question Asked:	1/5/2017
Question:	Does the Agency consider personally identifiable information obtained in response to this RFP as confidential or proprietary information?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	Medicaid does not determine how Contractors submit their Proposals. The Contractor should determine what information contained in their Proposal is confidential or proprietary information.
Question ID:	60

Date Question Asked:	1/5/2017
Question:	Section B, Schedule of Events, indicates that the “Official Contract Award/Begin Work” is September 1, 2017. If the contract’s base Year 1 calendar begins June 1, 2017 (as per Section IX.C. General Terms and Conditions; Term of Contract, page 22), please explain the delay of three (3) months before work is authorized to begin.
Section Number:	Section B
RFP Page Number:	3
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. Please refer to Amendment I posted on the Medicaid website.
Question ID:	61
Date Question Asked:	1/5/2017
Question:	Section B, Schedule of Events, indicates that the “Official Contract Award/Begin Work” is September 1, 2017. If the authorization to begin work is three months after the base year’s start date of June 1, 2017, how is work performed during those three months given that the “Term of Contract” states that there isn’t payment for work done before the “effective date” of the contract (i.e., September 1, 2017)?
Section Number:	Section B
RFP Page Number:	3
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. Please refer to Amendment I posted on the Medicaid website.
Question ID:	62
Date Question Asked:	1/5/2017
Question:	Will the Regional Care Organizations (RCOs) be 5 distinct RCOs or can an RCO have multiple geographic regions?
Section Number:	Section I.A
RFP Page Number:	6
AGENCY Answer:	The Agency treats each RCO per region as its own individual organization, but several RCO operating in multiple regions may have common investors and management entities. The Contractor should determine the best approach for their solution.
Question ID:	63
Date Question Asked:	1/5/2017
Question:	<i>"The Agency is also in the process of transforming its long-term care system to</i>

	<p><i>establish a managed care system. It is expected that there will be either two or three Integrated Care Networks (ICN) that will operate state-wide. The ICNs are expected to be implemented by October 1, 2018."</i></p> <p>Is it the Alabama Medicaid Agency's expectation that EQRO services will be required for ICNs in addition to RCOs? If so, will that be a separate RFP?</p>
Section Number:	Section I.A
RFP Page Number:	6
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS and CFR require an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	64
Date Question Asked:	1/5/2017
Question:	<p><i>"The contractor will be required to perform a review of all defined state standards within 90-days of the end of an RCO's first year of operation."</i></p> <p>Have the state standards been defined? If so, please provide. If available, please provide the the start-up dates for the RCOs.</p>
Section Number:	Section II. B, Bullet B.1
RFP Page Number:	7
AGENCY Answer:	Please refer to the RFP Exhibits in the RFP.
Question ID:	65
Date Question Asked:	1/5/2017
Question:	Are there criteria that will guide the EQRO in determining whether an intermediate desktop or onsite follow-up review is conducted?
Section Number:	Section II. B, Bullet B.1.1
RFP Page Number:	8
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	66
Date Question Asked:	1/5/2017
Question:	<p>Please define baseline review. Are baseline reviews the result of contract amendment changes?</p>
Section Number:	Section II. B, Bullet B.1.3
RFP Page	8

Number:	
AGENCY Answer:	Base line review is the base contract year review. No.
Question ID:	67
Date Question Asked:	1/5/2017
Question:	Please clarify if methodological comparisons across RCOs will only be required as part of the Annual Technical Report.
Section Number:	Section II. B, Bullet B.1.3.3
RFP Page Number:	pg. 8
AGENCY Answer:	Yes.
Question ID:	68
Date Question Asked:	1/5/2017
Question:	Does the offer of technical assistance to the RCOs to resolve deficiencies need to be offered as an “option” or will participation in technical assistance be a “requirement” of the corrective action process?
Section Number:	Section II. B, Bullet B.1.4
RFP Page Number:	8
AGENCY Answer:	Please refer to Requirement B.1.4 of the RFP.
Question ID:	69
Date Question Asked:	1/5/2017
Question:	Please clarify the notice that will be provided to the EQRO in order to schedule and perform an RCO contract termination review. Are the timeframes for completing an RCO termination report the same as those described for a standard termination report?
Section Number:	Section II. B, Bullet B.1.7
RFP Page Number:	pg. 8
AGENCY Answer:	Notices will be given on a case-by-case basis determined by the situation. No.
Question ID:	70
Date Question Asked:	1/5/2017
Question:	Will the requirements of the termination report be the same as a standard assessment report? If not, please describe the elements that will need to be covered in the RCO termination report.

Section Number:	Section II. B, Bullet B.1.7
RFP Page Number:	8
AGENCY Answer:	Yes, however Agency retains the right to alter reporting requirements based upon the Contractor's ability to complete necessary requirements given termination timeline.
Question ID:	71
Date Question Asked:	1/5/2017
Question:	<p><i>"Describe how the Contractor will use the most current CMS protocols to conduct EQR, to include review of the performance measures outlined <u>in the submitted to the Alabama Medicaid Agency by RCOs...</u>"</i></p> <p>Is a word missing in the above statement? Please clarify.</p>
Section Number:	Section II.B.1.8.5
RFP Page Number:	9
AGENCY Answer:	Please refer to Amendment I posted on the Medicaid website.
Question ID:	72
Date Question Asked:	1/5/2017
Question:	<p><i>"Contractor will use national standards to evaluate, validate and report on the findings reported by RCOs specific to performance measures established within the RCO contract as listed in the RFP via Exhibit 1 Year One RCO Quality Measures, in accordance with 42 CFR § 438.330(b)(2)."</i></p> <p>Is "42 CFR § 438.330(b)(2)" the correct CFR for this section?</p>
Section Number:	Section II.B.2
RFP Page Number:	9
AGENCY Answer:	Please refer to Amendment I posted on the Medicaid website.
Question ID:	73
Date Question Asked:	1/5/2017
Question:	<p><i>"The Contractor will be required to validate the ten performance measures tied to the performance based compensation of the RCOs, on an annual basis..."</i></p> <p>Is performance measure validation included as part of the initial baseline analysis described under the Mandatory Tasks, Bullet B.1, page 7 of the RFP?</p>
Section Number:	Section II.B.2.2
RFP Page	9

Number:	
AGENCY Answer:	Yes.
Question ID:	74
Date Question Asked:	1/5/2017
Question:	<p><i>“Contractor will assess and report on PIPS as proposed and conducted by each RCO in the preceding year.”</i></p> <p>How many PIPs are the RCOs required to conduct annually? Is the PIP validation included as part of the initial baseline analysis described under the Mandatory Tasks, Bullet B.1, page 7 of the RFP?</p>
Section Number:	Section II.B.3
RFP Page Number:	11
AGENCY Answer:	Two Performance Improvement Projects per RCO per year. Yes.
Question ID:	75
Date Question Asked:	1/5/2017
Question:	Has the state determined its time and distance standards?
Section Number:	Section II.B.4
RFP Page Number:	11 – 12
AGENCY Answer:	The RCO information can be found on the Agency’s website at http://www.medicaid.alabama.gov/content/5.0_Managed_Care/5.1_RCOs.aspx .
Question ID:	76
Date Question Asked:	1/5/2017
Question:	<p>What sanction authority exists in the RCO contract for failure by an RCO to ensure an adequate network of providers? Does the state want the EQRO to make recommendation for sanction?</p>
Section Number:	Section II.B.4
RFP Page Number:	11 – 12
AGENCY Answer:	Agency retains sanction authority through the contract with the RCO. No.
Question ID:	77
Date Question Asked:	1/5/2017
Question:	This sections refer to “42 CFR § 438.68,” however, this regulation is for “Education of MCOs, PHPs, and PCCMs and subcontracting providers.” Is this the

	correct CFR for this section?
Section Number:	Section II.B.4
RFP Page Number:	11 – 12
AGENCY Answer:	Please refer to the updated CFR for CMS Managed Care as of May 6, 2016.
Question ID:	78
Date Question Asked:	1/5/2017
Question:	Is it permissible to submit assessment review reports, annual technical reports, etc. via electronic submission to the state? Similarly, once the state approves reports and/or publications, may those items be submitted electronically to the RCOs?
Section Number:	Section II. B.5.1
RFP Page Number:	12
AGENCY Answer:	Yes. No, the Agency will release reports to the RCOs.
Question ID:	79
Date Question Asked:	1/5/2017
Question:	Will the state determine an internal timeframe for its review and approval of reports or publications received by the EQRO?
Section Number:	Section II. C.5
RFP Page Number:	13
AGENCY Answer:	Yes.
Question ID:	80
Date Question Asked:	1/5/2017
Question:	<i>“Document the resources and capability for completing the work necessary to implement the EQRO program. The Contractor proposal must include a chart outlining the proposed tasks needed to complete the implementation by the June 1, 2017, deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks.”</i> A date of June 1, 2017 is not listed in the schedule of events on page 3. Please explain. Should the date be June 1, 2018 instead?
Section Number:	Section VI.F
RFP Page Number:	17
AGENCY Answer:	No, the date is September 1, 2017. Please refer to Amendment I posted on the Medicaid website.

Question ID:	81
Date Question Asked:	1/5/2017
Question:	<p><i>“The initial contract term shall be for three years effective June 1, 2017, through May 31, 2020 Alabama Medicaid shall have two, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee.”</i></p> <p>Is the specified contract term accurate?</p>
Section Number:	Section 4.C
RFP Page Number:	22
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. The Initial Contract End Date is August 31, 2020. Please refer to Amendment I posted on the Medicaid website.
Question ID:	82
Date Question Asked:	1/5/2017
Question:	<p><i>“Contractor hereby certifies that any exchange of MMIS data with the Agency’s fiscal agent will be accomplished by following the Alabama interChange Interface Standards Document, which will be posted on the Medicaid website.”</i></p> <p>Please clarify the posting date and location within the Medicaid website.</p>
Section Number:	Section IX.LL.
RFP Page Number:	30
AGENCY Answer:	Please refer to the AMMIS Interface Standards document posted on the Medicaid website at http://www.medicaid.alabama.gov/documents/2.0_Newsroom/2.4_Procurement/2.4_Active_Procurements/2.4_AMMIS_Interface_Standards_10-3-12.pdf .
Question ID:	83
Date Question Asked:	1/5/2017
Question:	<p><i>Item 9 states, “The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new SMAC program as outlined in the request for proposal regarding each element listed in the scope of work.”</i></p> <p>Please specify any special requirements related to the new SMAC program related to this proposal.</p>
Section Number:	Appendix A
RFP Page Number:	31
AGENCY Answer:	The new program name is “2016-EQRO-01,” and not “SMAC.” Please refer to Amendment I posted on the Medicaid website.

Question ID:	84
Date Question Asked:	1/5/2017
Question:	The Pricing Form includes a column for as many as 20 RCOs/MCOs. Is this indicative of the number of expected RCOs?
Section Number:	Appendix C
RFP Page Number:	49
AGENCY Answer:	Due to the uncertainty of total number of RCOs/MCOs to be implemented at the publishing of this RFP, the Agency wanted to provide all available pricing volumes.
Question ID:	85
Date Question Asked:	1/5/2017
Question:	<i>Year One RCO Quality Measures Recommended by RCO Quality Assurance Committee and Approved by Alabama Medicaid Agency</i> Are the measures outlined on pages 50-56 the only measures to be included in the review? The RFP does not mention calculation of HEDIS measures. Please clarify.
Section Number:	Exhibit 1
RFP Page Number:	50-56
AGENCY Answer:	The measures included in the RFP are the initial selected measures. The Agency retains the right to change measures through its contract with the RCOs, and the Contractor will be notified of such changes.
Question ID:	86
Date Question Asked:	1/5/2017
Question:	Is this RFP budgeted for the length of the contract specified? (three years with two-one year extensions)
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	Yes.
Question ID:	87
Date Question Asked:	1/5/2017
Question:	How will measure data be shared with the successful bidder?
Section Number:	General
RFP Page Number:	General

AGENCY Answer:	This requirement has not been determined by the Agency at this time. The Contractor should propose their preferred approach in their Proposal.
Question ID:	88
Date Question Asked:	1/5/2017
Question:	Please confirm the number of RCOs the state anticipates being operational by October 2017.
Section Number:	I. Background
RFP Page Number:	6
AGENCY Answer:	While it is uncertain of the total number of RCOs/MCOs to be implemented at the publishing of this RFP, it is expected that each region will have at least two RCOs.
Question ID:	89
Date Question Asked:	1/5/2017
Question:	Please confirm that Integrated Care Networks will be assumed under this scope of work and that the first baseline analysis would take place in 2020.
Section Number:	I. Background
RFP Page Number:	6
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS and CFR require an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	90
Date Question Asked:	1/5/2017
Question:	Can the Agency confirm that the required Information Systems Capabilities Assessment (ISCA) will be conducted in conjunction with the tri-ennial comprehensive system performance review?
Section Number:	II. Scope of Work, B. Mandatory Tasks, B.1 System Performance Review
RFP Page Number:	7
AGENCY Answer:	The requirements are as defined in the RFP.
Question ID:	91
Date Question Asked:	1/5/2017
Question:	It is our understanding that the baseline systems performance review should be completed within 90-days of the end of the Regional Care Organizations' (RCOs) first year of operation. Given the start date for the RCOs of October 1, 2017 and an anticipated RCO contract period for year one of October 1, 2017- September 30, 2018, please confirm that the first reviews would take place October- December 2018 and not in January of 2018 as indicated.

Section Number:	II. Scope of Work, B. Mandatory Tasks, B.1 Systems Performance Reviews
RFP Page Number:	7
AGENCY Answer:	The base year evaluation will be initiated in January 2018 as quality measures are based on calendar year and not contract year.
Question ID:	92
Date Question Asked:	1/5/2017
Question:	Understanding that there is variability between RCOs, has the Agency determined an average number of hours per RCO that may be required for technical assistance and/or a maximum number of technical assistance hours the contractor will provide annually? Given the possible variability in the amount of technical assistance represented in different proposals, how will that variation be considered in the evaluation of price as this is a fixed fee contract (i.e. would a response score lower on pricing solely due to the incorporation of a higher number of hours for technical assistance)?
Section Number:	II. Scope of Work, B. Mandatory Tasks, B.1. Systems Performance Reviews (SPR), B.1.4
RFP Page Number:	8
AGENCY Answer:	The Contractor should provide the best approach for this solution.
Question ID:	93
Date Question Asked:	1/5/2017
Question:	The proposal requests “use of national standards for the calculation...of EQR is required.”, Can the Agency please confirm the EQRO contractor is not expected to perform the EQRO optional activity of Performance Measure Calculation?
Section Number:	II. Scope of Work, B. Mandatory Tasks, B.1 Systems Performance Reviews, B.1.6
RFP Page Number:	8
AGENCY Answer:	It is the Agency’s expectation that the EQRO will validate the process that each RCO uses to calculate the performance measures as is the RCOs responsibility to calculate their measures.
Question ID:	94
Date Question Asked:	1/5/2017
Question:	Can the Agency provide details regarding these reviews and if the meetings are anticipated to be separate meetings with each RCO or a collaborative process/workgroup with all RCOs present?
Section Number:	II. Scope of Work, B.3.1 Required contractor participation in quarterly PIP reviews during the first year of program operation
RFP Page Number:	11

AGENCY Answer:	The method is still to be determined by the Agency as deemed appropriate.
Question ID:	95
Date Question Asked:	1/5/2017
Question:	Can the Agency provide the anticipated number of PIPs required to be validated per RCO on a semi-annual basis?
Section Number:	II. Scope of Work, B.3 Validation of Performance Improvement Projects
RFP Page Number:	11
AGENCY Answer:	Two Performance Improvement Projects per RCO per year.
Question ID:	96
Date Question Asked:	1/5/2017
Question:	Can the Agency confirm the due date of the Annual Technical Report?
Section Number:	II. Scope of Work, B.5 Required Deliverables
RFP Page Number:	12
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	97
Date Question Asked:	1/5/2017
Question:	Does the Agency have a preference for the frequency of scheduled meetings with the contractor?
Section Number:	II. Scope of Work, C. Agency Responsibilities, C.4
RFP Page Number:	14
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	98
Date Question Asked:	1/5/2017
Question:	The cost proposal is to be stated on the RFP Cover Sheet in the format of Appendix C. Please confirm this is part of the entire proposal and does not need to be submitted separately.
Section Number:	III. Pricing
RFP Page Number:	15
AGENCY Answer:	Yes.

Question ID:	99
Date Question Asked:	1/5/2017
Question:	Is there a specific order or format for qualifications required by the RFP that the State would like the respondent to use?
Section Number:	VII. Submission Requirements
RFP Page Number:	17
AGENCY Answer:	The Contractor should determine the best approach for their solution.
Question ID:	100
Date Question Asked:	1/5/2017
Question:	It is understood that the EQRO contract effective date is June 1, 2017. Is it the Agency's intent to have the EQRO assist in the readiness review process for the RCOs prior to the go-live of the program? If so, would those activities and hours be separate from the proposal for this RFP?
Section Number:	IX. General Terms and Conditions, C. Term of Contract
RFP Page Number:	22
AGENCY Answer:	No.
Question ID:	101
Date Question Asked:	1/5/2017
Question:	Can the Agency provide the current, even if draft, version of the RCO Contract?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	Please contact the Communications Department of the Alabama Medicaid Agency.
Question ID:	102
Date Question Asked:	1/5/2017
Question:	Can the Agency provide the current State Quality Strategy or link to the most recently approved Quality Strategy?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	The Agency is currently drafting State Quality Strategy.

Question ID:	103
Date Question Asked:	1/5/2017
Question:	Please clarify the meaning of the column headers of this table. For example, what do the numbers represent (i.e.. 5-8...)?
Section Number:	Appendix C
RFP Page Number:	49
AGENCY Answer:	The numbers in the columns represent the range of RCOs & MCOs used for price evaluation.
Question ID:	104
Date Question Asked:	1/5/2017
Question:	Is the price per year for each of the range of possible RCO/MCO in total or per RCO/MCO? An example of this would be if in Year 1 the costs in total was \$80,000 and the per unit rate is \$10,000 based on 5 - 8 RCO/MCO. Which rate do we list?
Section Number:	Appendix C.
RFP Page Number:	49
AGENCY Answer:	Agency request costs in total annual cost.
Question ID:	105
Date Question Asked:	1/5/2017
Question:	When determining cost, should the bidder consider the addition of the ICNs in 2018?
Section Number:	Appendix C.
RFP Page Number:	49
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS CFR requires an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	106
Date Question Asked:	1/5/2017
Question:	Are there any additional budget submission requirements beyond the proposal cover letter and pricing form provided in Appendix C?
Section Number:	III.
RFP Page Number:	15
AGENCY Answer:	No.

Answer:	
Question ID:	107
Date Question Asked:	1/5/2017
Question:	This section states "The Firm and Fixed Price... must be separately stated in the RFP Cover Sheet on the first page of this document (Appendix C)." Please clarify what the RFP Cover sheet is. Is it page one of the RFP? Is it expected to be page one of the bidders' proposal?
Section Number:	III.
RFP Page Number:	31, item 3
AGENCY Answer:	The Cover Sheet is page one of the RFP. Cover Sheet is page one of the bidders' proposal.
Question ID:	108
Date Question Asked:	1/5/2017
Question:	Section L. instructs bidders to indicate the firm and fixed price for the implementation and updating/operation phase on the coversheet. The coversheet requests Firm and Fixed Price per RCO - Please clarify, should the total contract cost to be entered into the coversheet box or total cost per RCO?
Section Number:	VII, L. and Coversheet
RFP Page Number:	17; 20; 1
AGENCY Answer:	The Total Cost: Column 9-12 RCO/MCO must be entered on the RFP Coversheet. Please refer to Amendment I posted on the Medicaid website.
Question ID:	109
Date Question Asked:	1/5/2017
Question:	Section B. states " Official Contract Award/Begin Work 9/01/2017." Section IX.C. states "The initial contract term shall be for three years effective June 1, 2017, through May 31, 2020..." Please clarify the start and end dates of the contract term.
Section Number:	Section B. Schedule of Events & IX. General Term and Condition- C. Term of Contract
RFP Page Number:	3; 22
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. The Initial Contract End Date is August 31, 2020. Please refer to Amendment I posted on the Medicaid website.
Question ID:	110
Date Question Asked:	1/5/2017
Question:	What is the current number of RCOs and their contract status?
Section Number:	I.A.

RFP Page Number:	6
AGENCY Answer:	While it is uncertain of the total number of RCOs/MCOs to be implemented at the publishing of this RFP, it is expected that each region will have at least two RCOs.
Question ID:	111
Date Question Asked:	1/5/2017
Question:	I.A.
Section Number:	Will the RCOs and ICNs be independent contracted entities?
RFP Page Number:	6
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS and CFR require an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	112
Date Question Asked:	1/5/2017
Question:	Will ICNs be held to the same standard as RCO? Will the EQRO perform all task as required by 42 CFR § 438.358(b)(3)? with the ICNs?
Section Number:	I.A.
RFP Page Number:	6
AGENCY Answer:	The standards for ICNs have not been established yet. However, EQR performs the same tasks performed for the ICNs.
Question ID:	113
Date Question Asked:	1/5/2017
Question:	Should the bidder assume that there will be multiple RCOs for each geographic region and that this number may change over the contract period? Is there a minimum or maximum? Can we further assume that each deliverable will require separate deliverables for each contract/region and that additional SPR reviews may be needed for new contractors after start-up?
Section Number:	I.A.
RFP Page Number:	6
AGENCY Answer:	While it is uncertain of the total number of RCOs/MCOs to be implemented at the publishing of this RFP, it is expected that each region will have at least two RCOs.
Question ID:	114
Date Question Asked:	1/5/2017
Question:	Can the state provide a copy of the current RCO contract, including the contract

	terms for RCOs?
Section Number:	I.A.
RFP Page Number:	7
AGENCY Answer:	Please contact the Communication Department of the Alabama Medicaid Agency.
Question ID:	115
Date Question Asked:	1/5/2017
Question:	For the initial baseline year review beginning in January 2018, is it anticipated it will be a limited review relative only to the RCO's contract requirements within the three month performance range and/or a capabilities assessment?
Section Number:	II.B.1
RFP Page Number:	7-8
AGENCY Answer:	No, the initial baseline year in review beginning January 2018 is for calendar year 2018.
Question ID:	116
Date Question Asked:	1/5/2017
Question:	Other than the Initial and three year Systems Performance Review, Performance Measure Validation, Annual Network Adequacy, Annual Technical Report and Annual Corrective action plan review, are there any other reports expected?
Section Number:	II.B.1
RFP Page Number:	7-9
AGENCY Answer:	The requirements are as defined in the RFP.
Question ID:	117
Date Question Asked:	1/5/2017
Question:	What is the expected frequency of Performance Measure Validation? Is it annually or as a component of the SPR every three years?
Section Number:	II.B.1.4
RFP Page Number:	8
AGENCY Answer:	The requirements are as defined in the RFP.
Question ID:	118
Date Question Asked:	1/5/2017
Question:	Is the bidder to validate all 42 performance measures listed in Exhibit 1 or will the

	state pick a subset?
Section Number:	II.B.2
RFP Page Number:	9-10
AGENCY Answer:	Yes, validate all 42.
Question ID:	119
Date Question Asked:	1/5/2017
Question:	Can the bidder choose to utilize either HEDIS or CMS Protocol (ISCAT) for performance measure validation?
Section Number:	II.B.2
RFP Page Number:	9-10
AGENCY Answer:	The Agency reports using CMS protocol when there are dissimilar requirements between CMS and HEDIS technical specifications.
Question ID:	120
Date Question Asked:	1/5/2017
Question:	Are the activities listed in these two sections referring to the same activity?
Section Number:	II.B.1.5 and B.2
RFP Page Number:	8; 9-10
AGENCY Answer:	No.
Question ID:	121
Date Question Asked:	1/5/2017
Question:	Should the bidder include costs associated with the validation of additional performance measures in their proposal or would the validation of new measures as suggested by the contractor be negotiated when/if they are selected?
Section Number:	II.B.2
RFP Page Number:	9-10
AGENCY Answer:	Contractor should determine the best approach for their solution.
Question ID:	122
Date Question Asked:	1/5/2017
Question:	Are PIPs selected individually by the RCOs or does the state mandate the topics? Are the topics the same for all RCOs?
Section Number:	II.B.3

RFP Page Number:	11
AGENCY Answer:	The Agency requires each RCO to conduct two PIPS per year with one focused Behavioral Health, and the second agreed upon topic between the Agency and the RCO. No topics have been proposed as of yet.
Question ID:	123
Date Question Asked:	1/5/2017
Question:	Can the state provide information on AL state-specific requirements for network adequacy? Does the state wish for bidders to propose mechanisms beyond time and distance analyses? Does the network adequacy report requirement include ICNs?
Section Number:	II.B.4.1.1
RFP Page Number:	12
AGENCY Answer:	The RCO information can be found on the Agency's website at http://www.medicaid.alabama.gov/content/5.0_Managed_Care/5.1_RCOs.aspx . No. As the Agency is implementing a Managed Care System, CMS CFR requires an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	124
Date Question Asked:	1/5/2017
Question:	Are there similar measures for ICNs? If so, how many are to be validated and in what years?
Section Number:	Exhibit 1
RFP Page Number:	50-56
AGENCY Answer:	The standards for ICNs have not been established yet. However, EQR performs the same tasks performed for the ICNs.
Question ID:	125
Date Question Asked:	1/5/2017
Question:	Do the measures in this exhibit represent a subset of the measures under a similar name in Exhibit 1?
Section Number:	Exhibit 2
RFP Page Number:	57
AGENCY Answer:	Yes.
Question ID:	126
Date Question	1/5/2017

Asked:	
Question:	Are the meetings with Alabama Medicaid Agency in person or can they be either teleconference or videoconference to be more economical and allow more of the contract staff to attend?
Section Number:	II.C.4
RFP Page Number:	14
AGENCY Answer:	Either method as deemed appropriate by the Agency.
Question ID:	127
Date Question Asked:	1/5/2017
Question:	Will resumes of proposed staff be acceptable to meet the staff name and educational background requirements?
Section Number:	VI.b.6
RFP Page Number:	16
AGENCY Answer:	Yes.
Question ID:	128
Date Question Asked:	1/5/2017
Question:	Can the contract references be from one or more different individuals under a single contract, or three separate contract references?
Section Number:	VI.e.
RFP Page Number:	17
AGENCY Answer:	Three separate contract references.
Question ID:	129
Date Question Asked:	1/5/2017
Question:	Should the proposed task outline be submitted as an Appendix?
Section Number:	VI.f
RFP Page Number:	17
AGENCY Answer:	Please refer to Amendment I posted on the Medicaid website. Medicaid does not determine how Contractors submit their Proposals. The requirements are as defined in the RFP.
Question ID:	130
Date Question Asked:	1/5/2017

Question:	Are we correct in our understanding that the Pricing Form (Appendix C, Page 49 of the RFP) is to be included with technical information in just one proposal volume?
Section Number:	VII. M.
RFP Page Number:	20
AGENCY Answer:	Yes.
Question ID: 131	
Date Question Asked: 1/5/2017	
Question:	Are there any page or other paper/font size limitations to either the technical or cost submission?
Section Number:	VII.
RFP Page Number:	17-20
AGENCY Answer:	No.
Question ID: 132	
Date Question Asked: 1/5/2017	
Question:	This is the only place personal references are mentioned. Are these needed for each proposed staff? If so, how many personal references should be included for each proposed staff?
Section Number:	VIII. D.
RFP Page Number:	21
AGENCY Answer:	No.
Question ID: 133	
Date Question Asked: 1/5/2017	
Question:	Please define the State's expectations of the EQRO contractor regarding "special situations related to a new SMAC program", as we are unable to find a description "outlined in the request for proposal" as this item states is supposed to be present.
Section Number:	Appendix A
RFP Page Number:	31-32
AGENCY Answer:	The new program name is "2016-EQRO-01," and not "SMAC." Please refer to Amendment I posted on the Medicaid website.
Question ID: 134	
Date Question Asked: 1/5/2017	

Question:	"The document states: ""ATTENTION: Alabama Medicaid intends to post the External Quality Review Organization RFP specifications document by the close of business on 02/08/2017..." Please provide clarification about what will be posted on 2/08/2017, the date proposals are due."
Section Number:	2.4 STAARS_Final_RFP_12-20-16 Adobe File
RFP Page Number:	9
AGENCY Answer:	That is an error on the STAARS document. Inadvertently, that date is the close date. The date of 12/20/2016 should have been the date entered on page 9 of the STAARS document.
Question ID:	135
Date Question Asked:	1/5/2017
Question:	Due to the fact this is a firm fixed price contract and the state will not be reimbursing the service provider for any items on a per use or per unit basis does Item 4 Expenses on Page 7 of 9 apply?
Section Number:	2.4 STAARS_Final_RFP_12-20-16 Adobe File, Item 4
RFP Page Number:	7 of 9
AGENCY Answer:	Please refer to the RFP as the requirements may be more restrictive.
Question ID:	136
Date Question Asked:	1/5/2017
Question:	The proposal indicates that their may be onsite travel to perform contract tasks. Is this pre approved by being in the contract or is their another approval process needed?
Section Number:	2.4 STAARS_Final_RFP_12-20-16 Adobe File, Item 4
RFP Page Number:	7 of 9
AGENCY Answer:	Please refer to the RFP as the requirements may be more restrictive.
Question ID:	137
Date Question Asked:	1/5/2017
Question:	The solicitation notes indicate travel shall be paid at the same rate being paid by the state. In section DD. Use of Federal Cost Principles (page 29) it indicates the contractor is governed by federal cost principals. Currently we use the Federal Travel Regulations to pay staff travel. Would this be acceptable?
Section Number:	2.4 STAARS_Final_RFP_12-20-16 Adobe File, Item 4
RFP Page Number:	7 of 9
AGENCY Answer:	The RFP controls this aspect of the payment. Payments shall be made based on the

Answer:	terms of the RFP.
Question ID:	138
Date Question Asked:	1/5/2017
Question:	In this expense section it indicates consulting must be preapproved. Is this approval given at time of award of is another approval process required?
Section Number:	2.4 STAARS_Final_RFP_12-20-16 Adobe File, Item 4
RFP Page Number:	7 of 9
AGENCY Answer:	Please refer to the RFP as the requirements may be more restrictive.
Question ID:	139
Date Question Asked:	1/5/2017
Question:	Will the state provide a list of individuals or companies asking questions regarding this RFP?
Section Number:	General
RFP Page Number:	General
AGENCY Answer:	No.
Question ID:	140
Date Question Asked:	1/5/2017
Question:	This section indicates, "It is expected that there will be either two or three Integrated Care Networks (ICN) that will operate state-wide. The ICNs are expected to be implemented by October 1, 2018." Are the ICN's to be included in the initial scope of the contract or will ERQO services for the ICN's be added to the contract via a future contract modification?
Section Number:	I.A.
RFP Page Number:	6
AGENCY Answer:	As the Agency is implementing a Managed Care System, CMS and CFR require an EQRO to complete all mandatory EQR activities for all Managed Care Organizations.
Question ID:	141
Date Question Asked:	1/5/2017
Question:	This section indicates, "Unless otherwise specified by the Agency, the SPR will begin a base-year evaluation in January 2018 for the Contract Year performance from October 1 2017 - September 30, 2018." If the RCO will not start their first year's services until October 1, 2017 and the review of the RCO's first year of operations is to be completed within 90-days of the end of the RCO's first year of

	operation, will the Contractor conduct the base-year evaluation before the RCO's have completed their first year of operations (in January 2018 as stated in this RFP section) or will the base-year evaluation need to be completed by December 31, 2018?
Section Number:	II.B.1
RFP Page Number:	7
AGENCY Answer:	Yes, it must be completed in the first year of operation.
Question ID: 142	
Date Question Asked: 1/5/2017	
Question:	We currently do an assessment report for each plan we review as well as an annual report, does the following §B.1.3 and its subsections B.1.3.1 to B.1.3.4 mean separate assessment reports for each RCO as well as the annual report need to be performed?
Section Number:	II.B.1.3
RFP Page Number:	8
AGENCY Answer:	Yes.
Question ID: 143	
Date Question Asked: 1/5/2017	
Question:	This section indicates, "The first full look-back will be completed in 2020 for Contract Years 2017, 2018 and 2019." If the RCO's first three years would run from October 1, 2017 - September 30, 2020, would the first look-back need to be completed by December 31, 2020?
Section Number:	II.B.1
RFP Page Number:	7-8
AGENCY Answer:	Yes.
Question ID: 144	
Date Question Asked: 1/5/2017	
Question:	Will the annual immediate desktop or onsite follow-up reviews for RCOs receiving partially or unmet findings start the year after the base-year evaluation or the first three-year lookback?
Section Number:	II.B.1.1
RFP Page Number:	8
AGENCY Answer:	After the initial base year evaluation.

Question ID:	145
Date Question Asked:	1/5/2017
Question:	The section indicates, "Contractor must have proficiency in the analysis of performance using the following performance measurement constructs: HEDIS, CAHPS, Systems." Do the RCO contracts require plans to conduct HEDIS audits and CAHPS Surveys and provide performance results/data to the contractor, or will contractor be expected to coordinate these efforts for RCOs?
Section Number:	II.B.2.1
RFP Page Number:	10
AGENCY Answer:	It is the Agency's expectation that the EQRO will validate the process that each RCO uses to calculate the performance measures as is the RCOs responsibility to calculate their measures. The Agency has not required any RCO to be NCQA accredited at this time. The Agency is conducting state wide CAHPS surveys and will provide that data.
Question ID:	146
Date Question Asked:	1/5/2017
Question:	This section indicates "The Contractor will additionally be expected to perform validation of any or all of the remaining 32 performance measures...". To ensure comparability across all bidders, how many additional performances measures should each bidder assume will be validated in their pricing?
Section Number:	II.B.2.2
RFP Page Number:	10
AGENCY Answer:	The requirements are as defined in the RFP.
Question ID:	147
Date Question Asked:	1/5/2017
Question:	Is there a minimum and maximum number of PIPs that each RCO can propose each year?
Section Number:	II.B.3
RFP Page Number:	11
AGENCY Answer:	Two Performance Improvement Projects per RCO per year.
Question ID:	148
Date Question Asked:	1/5/2017
Question:	To ensure comparability across all bidders, how many PIPs per RCO should each bidder assume will be assessed in their pricing?

Section Number:	II.B.3
RFP Page Number:	11
AGENCY Answer:	Two Performance Improvement Projects per RCO per year.
Question ID:	149
Date Question Asked:	1/5/2017
Question:	Regarding the required performance measures as mandated by Section 14.2 of the RCO Contract and provided in the RFP Exhibit 1 -- Will RCOs be required to achieve NCQA accreditation during the contract period?
Section Number:	II.B.1.5
RFP Page Number:	8
AGENCY Answer:	The Agency has not required any RCO to be NCQA accredited at this time.
Question ID:	150
Date Question Asked:	1/5/2017
Question:	This section indicates "The Contractor proposal must include a chart outlining the proposed tasks needed to be complete the implementation by June 1, 2017..." However, Section B. Schedule of Events (page 3) indicates the Official Contract Award/Begin Work date is 9/1/17. Should bidders assume the implementation tasks be completed by September 1, 2017 instead?
Section Number:	VI.f
RFP Page Number:	17
AGENCY Answer:	Yes, the date is September 1, 2017. Please refer to Amendment I posted on the Medicaid website.
Question ID:	151
Date Question Asked:	1/5/2017
Question:	Page 22 of the RFP indicates the initial term shall be for "three years effective June 1, 2017 through May 31, 2020"; however, Section B. Schedule of Events (page 3) indicates the Official Contract Award/Begin Work date is 9/1/17. If the Official Contract Award/Begin Work date is 9/1/17, will the first year of the contract only be 9 months or will the beginning date of the term be shifted to be September 1, 2017 through August 31, 2020?
Section Number:	IX.C.
RFP Page Number:	22
AGENCY Answer:	The Initial Contract Start Date is September 1, 2017. The Initial Contract End Date is August 31, 2020. Please refer to Amendment I posted on the Medicaid website.

Question ID:	152
Date Question Asked:	1/5/2017
Question:	Can Contractor bill for services monthly rather than quarterly?
Section Number:	IX.EE
RFP Page Number:	29
AGENCY Answer:	No, refer to Section IX.EE of the RFP.
Question ID:	153
Date Question Asked:	1/5/2017
Question:	Is the reference to "the Office of Federal Procurement Policy Act.42 U.S.C.A. 2101 through 2107" intended to reference the Office of Federal Procurement Policy Act.41 U.S.C.A. 2101 through 2107? If not, would the state please provide clarification as to the section applicable to this RFP?
Section Number:	IX.P
RFP Page Number:	26
AGENCY Answer:	The correct citation is 41 U.S.C.A. 2101 through 2107. Please refer to Amendment I posted on the Medicaid website.
Question ID:	154
Date Question Asked:	1/5/2017
Question:	Please define SMAC. Should this refer to EQRO services instead?
Section Number:	Appendix A, Item 9
RFP Page Number:	31
AGENCY Answer:	The new program name is "2016-EQRO-01," and not "SMAC." Please refer to Amendment I posted on the Medicaid website.
Question ID:	155
Date Question Asked:	1/5/2017
Question:	Given both parties have obligations under HIPAA and HITECH will the state allow the terms of the BAA to be negotiated after award?
Section Number:	Attachment A - Appendix A
RFP Page Number:	35
AGENCY Answer:	No.
Question ID:	156

Date Question Asked:	1/5/2017
Question:	Please clarify the expected data sources for the non-HEDIS and non-CAHPS measures (such as the birthweight measures and the HBIPS measures). Will this data come directly from the RCOs or need to be collected from providers?
Section Number:	Exhibit 1
RFP Page Number:	50
AGENCY Answer:	The Agency is finalizing data reporting requirements for all measures currently. All specifications have not been completed to date. However, the Agency is proposing methods utilizing administrative claims data wherever possible. Bio stats information will be provided by the Agency.
Question ID:	157
Date Question Asked:	1/5/2017
Question:	Please clarify if the statement “Questions and answers will be posted on the website as available”, means questions and answers will be posted to the website on a rolling basis.
Section Number:	VII.D.
RFP Page Number:	18
AGENCY Answer:	No.

Notification Not to Award Contract

Alabama Medicaid Agency External Quality Review Organization (EQRO)

Request for Proposal (RFP) Number 2016-EQRO-01

Alabama Medicaid Agency

July 13, 2017

After careful consideration, the Alabama Medicaid Agency has decided not to make an award to Contractors who have responded to the 2016-EQRO-01 RFP in accordance with Section VII.K of the RFP.

Instead, the Agency intends to issue a new RFP in the near future that better defines, integrates and articulates the EQRO solicited in light of the changing climate of Alabama's RCO/MCO Implementation Initiative.

The Agency fully understands the effort required in responding to a RFP and appreciates the time and resources that Contractors have deployed in responding to this solicitation. Be assured that your efforts have not been a waste; Contractors who have participated in the current RFP may find much of the documentation it produced for this RFP useful when responding to the next RFP dealing with a similar and updated solicitation.

Please continue checking the Agency's website for more details in the coming months for this new RFP.