October 27, 2015

The Alabama Medicaid Agency issued an intent to award contract notice to the organization listed below in response to the Maternity Care Program Request for Proposal Number 2015-OB_GYN-03 issued on September 15, 2015.

The final award of this contract is subject to completion of a review by the Legislative Contract Review Oversight Committee and approval by the Governor of the State of Alabama.

The organization receiving an intent to award contract notification is Dr. Roosevelt McCorvey of Montgomery Women's Primary Care L.L.C.

Alabama Medicaid Agency

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

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

ROBERT BENTLEY
Governor

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

STEPHANIE MCGEE AZAR
Acting Commissioner

September 15, 2015

[Vendor Name]
[Vendor Mailing Address]
[Vendor Street Address]
[Vendor City, State, Zip Code]

Dear [Vendor Name]:

The Alabama Medicaid Agency is seeking proposals to provide Obstetrician/Gynecologist (OB/GYN) consulting services. When submitting a proposal, please read the entire Request for Proposal (RFP) document and return your proposal in the requested format. Proposals will be accepted until **Wednesday, September 30, 2015 at 5:00 p.m. CT**.

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected Vendor shall not begin performing work under this contract until notified to do so by the departmental contracting agent.

If you have further questions, please contact me at (334) 353-4599.

Sincerely,

Sylisa Lee-Jackson, Associate Director
Maternity, Plan First and Nurse Midwife Programs
Alabama Medicaid Agency

Request for Proposal (RFP)
Number 2015-OB_GYN-03
OB/GYN Consulting Services

Organization:	Alabama Medicaid Agency (Medicaid)
RFP Closing Date:	**Wednesday, September 30, 2015 at 5:00 p.m. CT** The RFP must be received in the Managed Care Division by the listed date and time. Emailed or faxed responses are not-acceptable.
RFP Project Director:	Sylisa Lee-Jackson Managed Care Division Alabama Medicaid Agency 501 Dexter Avenue, Suite 7000 Montgomery, Alabama 36103 Email: sylisa.lee-jackson@medicaid.alabama.gov

RFP Questions: Vendors with questions requiring clarification or interpretation of any section within this RFP must submit written questions to Medicaid as provided in the calendar of events within this RFP. Each question must be submitted to sylisa.lee-jackson@medicaid.alabama.gov. Questions and answers will be posted on Medicaid's website at the following link: http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx.

RFP Mailing Reminder: Proposals may be sent via Regular United States Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial Delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are not accepted. Also, please note: All USPS, including express/overnight mail that is dispatched to any State agency is processed through the State mail facility before it is forwarded to the appropriate State agency, this may result in a delay of arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely. Postmarks of the date mailed are insufficient; the proposal must actually be received at the above listed office by the date/time specified.

Purpose/Background for RFP:
Medicaid is seeking a current Alabama licensed Obstetrician/ Gynecologist "OB/GYN") with at least 5 plus years of experience as a practicing OB/GYN to provide consulting services outlined within this RFP. Specifically, Medicaid implemented a policy to identify non-medically indicated early elective deliveries (deliveries that occurred prior to 39 weeks gestation) and Medicaid wants to ensure that these deliveries are medically necessary according to American Congress of Obstetricians and Gynecologists (ACOG) standards.

The contractor's primary responsibility will include review of medical records to determine if deliveries prior to 39 weeks gestation were medically necessary according to ACOG standards.

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

Additional information:

- In order to do business in the State of Alabama all businesses domestic[1] or foreign[2] must be registered with the Alabama Secretary of State Office.
- Before a contract is signed, the Contractor awarded the contract must submit the following completed forms (see attachments):
    - Certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq*.)
    - Contract Review Report
    - Alabama Medicaid Business Associate Addendum
    - Immigration Status Form
    - State of Alabama Disclosure Statement
    - Governor's Additional Contract Questions Form

Required qualifications for individual OB/GYN:

- Be a graduate with a Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) from an accredited school of Medicine
- Meet the licensure and/or certification requirements of the state of Alabama, the Code of Federal Regulations, Medicaid's Administrative Code, and Medicaid's Provider Manual
- Possess a current Alabama license and be in good standing with Alabama Board of Medical Examiners and Medical Licensure Commission of Alabama
- Must have a 10-digit National Provider Identifier (NPI) number
- 5 plus years of experience as a practicing OB/GYN
- Available on-site in Montgomery, Alabama as needed for medical record reviews for a minimum of 1 day per month

Scope of Work for individual OB/GYN:

The contractor must be able to demonstrate ability to provide consulting services as described below:

- Review medical records, including but not limited, to determine if early elective deliveries prior to 39 weeks gestation were medically necessary according to American Congress of Obstetricians and Gynecologists (ACOG) standards.
- Report all medical record review results to the Managed Care Division and/or Medical Director and make recommendations for consideration regarding potential administrative sanctions, including but not limited to, warning letters and/or recoupment of funds
- Conduct all medical record reviews in a uniform manner.
- Provide consultation and professional assistance in review of policy questions and issues.
- Utilize the following Authoritative policies:
    - Medicaid Administrative Code including, but not limited to, Chapters 6, 21, and 45
    - Medicaid Provider Manual including, but not limited to, Chapters 24, 25, and 28
- Participate in administrative actions, including fair hearings, pre-hearing conferences, and court actions, when circumstances warrant participation.

[1] Domestic means within the State of Alabama
[2] Foreign means outside the State of Alabama

RFP Proposal Response

The instructions below must be followed or responses will not be accepted.

Vendors are encouraged to respond fully to each inquiry, but to be as concise as possible.

Each proposal shall contain specific responses to each of the following requests:

- Submit a 1 page cover letter summarizing your proposal
- Provide documentation that supports all of the following:
    - Legal name
    - Mailing address
    - Telephone number
    - E-mail address
    - Previous experience/special training
    - Support documentation to justify vendor's abilities to provide the scope of work for this RFP addressing all required qualifications and all elements of the scope of work
    - 3 signed letters of professional references
- Clearly mark the outside of the envelope RFP for OB/GYN Consulting Services
- Vendors must submit one original Proposal with original signatures in ink, 3 additional hard copies, plus 2 electronic (PDF format) copies of the Proposal on CD, jump drive or disc clearly labeled with the Vendor's name

The entire proposal must be received by the RFP Project Director no later than **5:00 p.m. CT on Wednesday, September 30, 2015.**

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 Medicaid are entirely the responsibility of the Vendor. Medicaid is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

Evaluation Process:
A review committee will examine each proposal submitted and may elect to conduct interviews with finalists.

Evaluation Criteria:
Proposals will be evaluated based on their responsiveness to the items contained in the RFP Proposal Response Section of this document. The Evaluation Committee will rate responses according to the following criteria:

- Organization and responsiveness to the RFP qualifications and scope of work
- Experience and knowledge of requested service
- References, supporting documentation, and reputation

If a Vendor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Vendor.

Pricing:
Compensation for services rendered hereunder shall be on the basis of time for the rate of eighty dollars ($80.00) per hour for each hour of professional time actually expended by Contractor in performance of assigned duties. Medicaid will also allow up to $3,500 per year reimbursement for malpractice/liability coverage for functions performed as a Consultant for Medicaid. Total compensation payable under this contract shall not exceed $10,000 per year. Medicaid will prior approve payment for travel and will pay for mileage based on the state reimbursement rate. Payment for services rendered shall be made by Medicaid based on Contractor's submission of an itemized signed invoice reflecting amount, date, place, and kind of service.

Calendar of Events:

Vendor Letter Issued – September 15, 2015
Deadline for questions to be submitted – September 21, 2015
Deadline for questions to be posted to website – September 24, 2015
Proposals due by 5:00 PM CT – September 30, 2015
Evaluation Period – October 1 through October 5, 2015
Contract Award Notification – October 7, 2015
Contract Review Committee – November 5, 2015
Official Contract Award/Begin Work – December 1, 2015

Alabama Medicaid Agency

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

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

ROBERT BENTLEY
Governor

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

STEPHANIE MCGEE AZAR
Acting Commissioner

June 26, 2015

[Vendor Name]
[Vendor Mailing Address]
[Vendor Street Address]
[Vendor City, State, Zip Code]

Dear [Vendor Name]:

The Alabama Medicaid Agency is seeking proposals to provide Obstetrician/Gynecologist (OB/GYN) consulting services. When submitting a proposal, please read the entire Request for Proposal (RFP) document and return your proposal in the requested format. Proposals will be accepted until **Friday, July 10, 2015 at 4:00 p.m. CT**.

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected Vendor shall not begin performing work under this contract until notified to do so by the departmental contracting agent.

If you have further questions, please contact me at (334) 353-4599.

Sincerely,

Sylisa Lee-Jackson, Associate Director
Maternity, Plan First and Nurse Midwife Programs
Alabama Medicaid Agency

Request for Proposal (RFP)
OB/GYN Consulting Services

Organization:	Alabama Medicaid Agency (Medicaid)
RFP Closing Date:	**Friday, July 10, 2015 (4:00 p.m. CT)** The RFP must be received in the Managed Care Division by the listed date and time. Emailed or faxed responses are not-acceptable.
RFP Project Director:	Sylisa Lee-Jackson Managed Care Division Alabama Medicaid Agency 501 Dexter Avenue, Suite 7000 Montgomery, Alabama 36103 Email: sylisa.lee-jackson@medicaid.alabama.gov

RFP Questions: Vendors with questions requiring clarification or interpretation of any section within this RFP must submit written questions to Medicaid as provided in the calendar of events within this RFP. Each question must be submitted to sylisa.lee-jackson@medicaid.alabama.gov. Questions and answers will be posted on Medicaid's website at the following link: http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx.

RFP Mailing Reminder: Proposals may be sent via Regular United States Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial Delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are not accepted. Also, please note: All USPS, including express/overnight mail that is dispatched to any State agency is processed through the State mail facility before it is forwarded to the appropriate State agency, this may result in a delay of arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely. Postmarks of the date mailed are insufficient; the proposal must actually be received at the above listed office by the date/time specified.

Purpose/Background for RFP:
Medicaid is seeking a current Alabama licensed Obstetrician/ Gynecologist "OB/GYN") with at least 5 plus years of experience as a practicing OB/GYN to provide consulting services outlined within this RFP. Specifically, Medicaid implemented a policy to identify non-medically indicated early elective deliveries (deliveries that occurred prior to 39 weeks gestation) and Medicaid wants to ensure that these deliveries are medically necessary according to American Congress of Obstetricians and Gynecologists (ACOG) standards.

The contractor's primary responsibility will include review of medical records to determine if deliveries prior to 39 weeks gestation were medically necessary according to ACOG standards.

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

Additional information:

- In order to do business in the State of Alabama all businesses domestic[1] or foreign[2] must be registered with the Alabama Secretary of State Office.
- Before a contract is signed, the Contractor awarded the contract must submit the following completed forms (see attachments):
    - Certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq*.)
    - Contract Review Report
    - Alabama Medicaid Business Associate Addendum
    - Immigration Status Form
    - State of Alabama Disclosure Statement
    - Governor's Additional Contract Questions Form

Required qualifications for individual OB/GYN:

- Be a graduate with a Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) from an accredited school of Medicine
- Meet the licensure and/or certification requirements of the state of Alabama, the Code of Federal Regulations, Medicaid's Administrative Code, and Medicaid's Provider Manual
- Possess a current Alabama license and be in good standing with Alabama Board of Medical Examiners and Medical Licensure Commission of Alabama
- Must have a 10-digit National Provider Identifier (NPI) number
- 5 plus years of experience as a practicing OB/GYN
- Available on-site in Montgomery, Alabama as needed for medical record reviews for a minimum of 1 day per month

Scope of Work for individual OB/GYN:

The contractor must be able to demonstrate ability to provide consulting services as described below:

- Review medical records, including but not limited, to determine if early elective deliveries prior to 39 weeks gestation were medically necessary according to American Congress of Obstetricians and Gynecologists (ACOG) standards.
- Report all medical record review results to the Managed Care Division and/or Medical Director and make recommendations for consideration regarding potential administrative sanctions, including but not limited to, warning letters and/or recoupment of funds
- Conduct all medical record reviews in a uniform manner.
- Provide consultation and professional assistance in review of policy questions and issues.
- Utilize the following Authoritative policies:
    - Medicaid Administrative Code including, but not limited to, Chapters 6, 21, and 45
    - Medicaid Provider Manual including, but not limited to, Chapters 24, 25, and 28
- Participate in administrative actions, including fair hearings, pre-hearing conferences, and court actions, when circumstances warrant participation.

[1] Domestic means within the State of Alabama
[2] Foreign means outside the State of Alabama

RFP Proposal Response

The instructions below must be followed or responses will not be accepted.

Vendors are encouraged to respond fully to each inquiry, but to be as concise as possible.

Each proposal shall contain specific responses to each of the following requests:

- Submit a 1 page cover letter summarizing your proposal
- Provide documentation that supports all of the following:
    - Legal name
    - Mailing address
    - Telephone number
    - E-mail address
    - Previous experience/special training
    - Support documentation to justify vendor's abilities to provide the scope of work for this RFP addressing all required qualifications and all elements of the scope of work
    - 3 signed letters of professional references
- Clearly mark the outside of the envelope RFP for OB/GYN Consulting Services
- Vendors must submit one original Proposal with original signatures in ink, 3 additional hard copies, plus 2 electronic (PDF format) copies of the Proposal on CD, jump drive or disc clearly labeled with the Vendor's name

The entire proposal must be received by the RFP Project Director no later than **4:00 p.m. CT on, Friday, July 10, 2015**.

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 Medicaid are entirely the responsibility of the Vendor. Medicaid is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

Evaluation Process:
A review committee will examine each proposal submitted and may elect to conduct interviews with finalists.

Evaluation Criteria:
Proposals will be evaluated based on their responsiveness to the items contained in the RFP Proposal Response Section of this document. The Evaluation Committee will rate responses according to the following criteria:

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Calendar of Events:

Vendor Letter Issued – June 26, 2015
Deadline for questions to be submitted – July 1, 2015
Deadline for questions to be posted to website – July 7, 2015
Proposals due by 4:00 PM CT – July 10, 2015
Evaluation Period – July 13-14, 2015
Contract Award Notification – July 15, 2015
Contract Review Committee – August 6, 2015
Official Contract Award/Begin Work – September 1, 2015

Alabama Medicaid Agency

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

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

ROBERT BENTLEY
Governor

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

STEPHANIE MCGEE AZAR
Acting Commissioner

May 4, 2015

[Vendor Name]
[Vendor Mailing Address]
[Vendor Street Address]
[Vendor City, State, Zip Code]

Dear [Vendor Name]:

The Alabama Medicaid Agency is seeking proposals to provide Obstetrician/Gynecologist (OB/GYN) consulting services. When submitting a proposal, please read the entire Request for Proposal (RFP) document and return your proposal in the requested format. Proposals will be accepted until **Friday, May 22, 2015 at 4:00 p.m. CT**.

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected Vendor shall not begin performing work under this contract until notified to do so by the departmental contracting agent.

If you have further questions, please contact me at (334) 353-4599.

Sincerely,

Sylisa Lee-Jackson

Sylisa Lee-Jackson, Associate Director
Maternity, Plan First and Nurse Midwife Programs
Alabama Medicaid Agency

Request for Proposal (RFP)
OB/GYN Consulting Services

Organization:	Alabama Medicaid Agency (Medicaid)
RFP Closing Date:	**Friday, May 22, 2015 (4:00 p.m. CT)** The RFP must be received in the Managed Care Division by the listed date and time. Emailed or faxed responses are not-acceptable.
RFP Project Director:	Sylisa Lee-Jackson Managed Care Division Alabama Medicaid Agency 501 Dexter Avenue, Suite 7000 Montgomery, Alabama 36103 Email: sylisa.lee-jackson@medicaid.alabama.gov

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The entire proposal must be received by the RFP Project Director no later than **4:00 p.m. CT on, May 22, 2015**.

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 Medicaid are entirely the responsibility of the Vendor. Medicaid is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

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Calendar of Events:

Vendor Letter Issued – May 4, 2015
Deadline for questions to be submitted - May 8, 2015
Deadline for questions to be posted to website - May 15, 2015
Proposals due by 4:00 PM CT - May 22, 2015
Evaluation Period - May 26-June 3, 2015
Contract Award Notification - June 10, 2015
Contract Review Committee - July 2, 2015
Official Contract Award/Begin Work – August 1, 2015

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

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: _____

Name of Contractor: _____

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

Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama?
YES ____ NO____ If Yes, in what State is Contractor Incorporated? _____

Is Act 2001-955 Disclosure Form Included with this Contract? YES ____ NO ____
Was a Lobbyist/Consultant Used to Secure this Contract? YES ____ NO ____

If Yes, Give Name: _____

Contract Number: _____

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

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

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

Date Contract Effective: _____ Date Contract Ends: _____

Type 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____
Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx YES ____ NO____

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

Stephanie McGee Azar _____
Printed Name of Agency Head Printed Name of Contractor

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

Revised 2/20/13

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM

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

1. BACKGROUND

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

b. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule (as defined below).

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

2. DEFINITIONS

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

a. "Breach" shall have the meaning set forth in 45 C.F.R. § 164.402.

b. "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

c. "Electronic Protected Health Information" means Protected Health Information that is transmitted by Electronic Media (as defined in the Security and Privacy Rule) or maintained in Electronic Media.

d. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

f. "Personal Health Record" shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.

g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

h. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

i. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

j. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

k. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 162, and Parts 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

m. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.

n. "Unsecured Protected Health Information" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of Public Law 111–5 on the HHS Web site.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.

c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

d. Report Unauthorized Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

e. Applicability to Business Associate's Agents. In accordance with 45CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any subcontractors or agents that create, receive, maintain, or transmit protected health

information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.

f. Access. Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.

g. Amendments to PHI. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.

h. Availability of Documents. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules, within five business days after receipt of written notice.

i. Documentation of PHI Disclosures. Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

j. Accounting of Disclosures. The Business Associate agrees to provide to Covered Entity, within 30 days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

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

l. The Business Associate shall notify the Covered Entity within 5 business days following the discovery of a breach of Protected Health Information (PHI).

m. The Business Associate shall provide the Covered Entity the following information when a breach of unsecured protected health information is discovered:

    1. The number of recipient records involved in the breach.
    2. A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
    3. A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).

4. Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
5. A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
6. Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
7. A proposed media release developed by the Business Associate.

n. The Business Associate shall obtain Covered Entity approval prior to reporting any breach required by 45 CFR Part 164, Subpart D.

o. The Business Associate shall, after receiving Covered Entity approval, provide the necessary notices to the recipient, prominent media outlet, or the Secretary of Health and Human Services (HHS) to report Business Associate breaches as required by 45 CFR Part 164, Subpart D.

p. Covered Entity will coordinate with the Business Associate in the determination of additional specific actions that will be required of the Business Associate for mitigation of the breach.

q. If the Business Associate is a vendor of personal health records, notification of the breach will need to be made with the Federal Trade Commission.

r. The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate.

s. The Business Associate shall pay all fines or penalties imposed by HHS under 45 CFR Part 160 HIPAA Administrative Simplification: Enforcement rule for breaches made by any employee, officer, or agent of the Business Associate.

t. The Business Associate shall be subject to prosecution by the Department of Justice for criminal violations of HIPAA if the Business Associate obtains, accesses or discloses individually identifiable health information without authorization, and shall be responsible for any and all costs associated with prosecution.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 CFR Part 164 if done by Covered Entity;

b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that:

1. disclosures are Required By Law; or
2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

5. REPORTING IMPROPER USE OR DISCLOSURE

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

b. The Business Associate shall report to the Covered Entity any Security Incident and/or breach immediately from the time the Business Associate becomes aware of the use or disclosure.

6. OBLIGATIONS OF COVERED ENTITY

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

b. Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

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

7. TERM AND TERMINATION

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

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

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

c. **Effect of Termination.**

1. Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

    a. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

    b. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;

    c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

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

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

d. **Survival**

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

8. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

IMMIGRATION STATUS

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

_____
Signature of Contractor

_____
Witness

State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER ( )

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(334) 242-5833

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature Date

Notary's Signature Date Date Notary Expires

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

GOVERNOR'S ADDITIONAL CONTRACT QUESTIONS FORM

(1) If this contract was not competitively **Bid**, explain why not:

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

_____

_____

(3) If contract was awarded by **RFP**, what process was used, was it competitive, how many vendors were contacted, and how many proposals were received? _____

_____

(4) If contract was awarded by **RFP**, was it awarded to the person or company with the lowest monetary proposal? If not, explain why not. _____

_____

(5) If contract was awarded by **RFP**, how and by whom were the proposals evaluated? _____

_____

_____

(6) If this contract was not awarded through either **Bid** or **RFP** process, why not?

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

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

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

_____

_____

Stephanie McGee Azar