

Announcement of Selected Vendor

Alabama Medicaid Agency Inpatient Hospital Quality Assurance

Request for Proposal (RFP) Number 2018-IH-01

Alabama Medicaid Agency

On August 2, 2018, the Alabama Medicaid Agency issued an Intent to Award Notice to QualisHealthInsight for the Alabama Medicaid Agency Inpatient Hospital Quality Assurance RFP (RFP Number 2018-IH-01).

The final award of this contract is subject to review by the Legislative Oversight Committee and signature by the Governor.



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2018-IH-01	RFP Title: Inpatient Hospital Quality Assurance RFP
RFP Due Date and Time: June 13 2018 by 5pm Central Time	Number of Pages: 65
PROCUREMENT INFORMATION	
Project Director: Solomon Williams	Issue Date: May 18, 2018
E-mail Address: IHRFP@medicaid.alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Medical Services
INSTRUCTIONS TO CONTRACTORS	
Return Proposal to: Solomon Williams Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2018-IH-01 RFP Due Date: June 13, 2018 by 5pm CT Firm and Fixed Price: Annual TOTAL Cost Year 1: Annual TOTAL Cost Year 2: Annual TOTAL Cost Year 3: Annual TOTAL Cost Year 4: Annual TOTAL Cost Year 5: <u>TOTAL 5 Year Firm and Fixed Costs:</u>
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	5/18/18
Round 1 Questions Due	5/24/18
Round 1 Questions and Answers Posted	6/07/18
Proposals Due by 5 pm CT	6/15/18
Evaluation Period	6/18/18-7/12/18
Contract Award Notification	8/02/18
**Contract Review Committee	10/04/18
Official Contract Award//Begin Work	11/01/2018

* *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. 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, Medicaid 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 2015, an average of 1,049,787 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.

II. Background

Medicaid is requesting proposals from a qualified Quality Improvement Organization (QIO) entity to review records for inpatient hospital services.

1. Inpatient (IP) Hospital Quality Assurance Program

The QIO is responsible for meeting the requirements of 42 CFR 456 et. seq., Utilization Control requirements for inpatient hospital services. The requirements include retrospective inpatient hospital reviews for admission and concurrent stays; review of each hospital's Internal Utilization Review Plan (UR) and Medical Care Evaluation studies (MCEs). In addition to the CFR requirements, the QIO will be required to review Provider Preventable Conditions, specifically related to Hospital Acquired Conditions (HACs) on recipients and assist the Agency with the possible transition to InterQual® admission criteria.

III. Scope of Work

Contractors must address the requirements in each area.

1. IP Hospital Quality Assurance Program

42 CFR 456.121-456.137 requires hospitals to perform admission and continued stay reviews on all inpatient hospital admissions. 42 CFR 456.100-456.145 requires hospitals to have an internal utilization review plan that provides for review of each recipient's need for the services that the hospital furnishes. 42 CFR 456.141-145 requires each hospital to have at least one MCE study in progress at any time and one completed study each calendar year. The Agency solicits bids for services of a qualified QIO that is responsible for meeting the requirement of 42 CFR 456 et. seq, Utilization Control requirements for inpatient hospital services. The Contractor must conduct retrospective reviews on a random sample of paid hospital inpatient claims on recipients to ensure that criteria were correctly applied to assess the necessity, appropriateness and quality of services that were rendered. The Contractor must request, review and document medical record findings of hospital providers. The Contractor's professional staff must review the documentation to ensure compliance with state and federal requirements governing the Hospital Program and to ensure that services meet the Agency's Adult and Pediatric Inpatient Care Criteria. The Contractor must complete medical reviews. In addition to these reviews, Contractor must submit requests to the hospital provider for additional documentation, if needed, regarding any non-compliance issues and/or lack of required documentation to support the admission and/or continued stay. Currently, there are a total of 91 acute care hospitals located in Alabama that are enrolled as Medicaid providers. There are an additional 31 hospitals enrolled as out-of-state border hospitals that are considered in-state providers. "Border" is defined as within 30 miles of the Alabama state line. Border hospitals are also subject to program regulations. Current paid inpatient claims average 32,000 per quarter. See Appendix B Attachment H for a complete list of hospitals and addresses. The Contractor must conduct reviews of each hospital's UR Plan and MCE study. In addition, the Contractor must review recipient claims with Provider Preventable Conditions, specifically Healthcare Acquired Conditions and the associated Present on Admission (POA) indicator (HACs/POAs). The reviews will validate the POA indicator assigned to the principal and secondary diagnosis codes reported on

claim forms. The average number of recipient claims per quarter with a HAC diagnosis is estimated to be 500.

1.1. Retrospective Inpatient Hospital Reviews

The Contractor’s proposal must present a plan, including draft policies and procedures, to describe how it will meet each of the following requirements listed below.

1.1.1. Medical Record Selection

Reviews must be based on a quarterly calendar year from January to December. Samples must be based on retrospective dates of service that are six months prior to the selection date and for a one quarter timeframe. The initial medical record review will be selected on October 1, 2018, and will be based on dates of service from April 1, 2018 through June 30, 2018. The schedule of medical record review selection and report date timelines are listed in the table below.

Table I

Quarter Selected For Review	Contractor Case Selection Request To Hospitals	Requested Records Due To Contractor	Quarterly Report Due To Agency
January-March	July 1st	August 1 st	October 10th
April-June	October 1st	November 1st	January 10th
July-September	January 1st	February 1 st	April 10 th
October-December	April 1st	May 1 st	July 10 th

The selected Contractor must:

- 1.1.1.1.** Comply with the applicable requirements of Alabama Medicaid Administrative Code and any revisions thereof.
- 1.1.1.2.** Comply with the applicable requirements of the Alabama Medicaid Provider Manual and any revisions thereof.
- 1.1.1.3.** Utilize a query provided by Medicaid from which the paid inpatient hospital claims will be identified and the random sample of medical records will be selected from each quarter. The Contractor must have the ability to refresh the query date of service range and identify claims for each quarter.
- 1.1.1.4.** Review a five percent sample of each hospital’s admissions. The Contractor must utilize a statistically sound methodology to randomly select claims samples.
- 1.1.1.5.** Review every hospital with paid claims.
- 1.1.1.6.** Request medical records for the selected sample and allow the hospital 30 calendar days to submit the requested materials. If, after 30 calendar days the hospital has failed to submit the requested medical record(s) and/or adequate record(s) to complete the review, the Contractor will issue a second request for medical records. The hospital will have 15 calendar days from the date of the notice to provide the records. A technical denial must be issued by the Contractor to the hospital for failure to submit the records in the requested timeframe.

As part of the Proposal, the Contractor must:

- 1.1.1.7.** Provide a narrative that explains the random sampling method(s) used to select claims samples from the query, for the quarterly medical record review to ensure every hospital with paid inpatient claims is reviewed.
- 1.1.1.8.** Explain the process that will be in place to ensure that the required timeframes are met for record selection, review completion and quarterly reporting to Medicaid.
- 1.1.1.9.** Explain the standard operating procedure for provider notification of request for medical record documentation.
- 1.1.1.10.** Describe what options the hospital provider will have to submit the requested medical records and how these options will meet Health Insurance Portability and Accountability Act (HIPAA) compliance.
- 1.1.1.11.** Describe the process of notification to a hospital provider when it has failed to submit the requested medical record(s) in the required timeframe.
- 1.1.1.12.** Explain the procedure for issuing a technical denial. A technical denial occurs when a provider fails to make the complete medical record available for review within the specified timeframes.

1.1.2. Inpatient Medical Record Review

Admission and continued stay retrospective reviews must be conducted on a random sample of paid hospital inpatient claims on recipients to ensure that Medicaid Adult and Pediatric Inpatient Care Criteria (“Medicaid Inpatient Criteria”) are correctly applied. Retrospective review process for inpatient hospital admissions and continued stay must consist of a review of medical records and other clinical documentation to validate the quality of care, medical necessity, appropriateness of place of service and length of stay associated with care.

The selected Contractor must:

- 1.1.2.1.** Review the complete medical record for the requested admission to make decisions on all aspects of the review process. The complete medical record to include, but not limited to: emergency room records, medical/surgical history and physical examination, discharge summary, physician’s progress notes, physician’s orders, lab reports, x-ray, diagnostic and imaging reports, operative reports, pathology reports, nurses’ notes, medication sheets, vital sign sheets, therapy notes, specialty consultation reports, and special diagnostic and treatment records.
- 1.1.2.2.** Ensure all reviews are performed by a registered nurse (RN) at the initial level of review.
- 1.1.2.3.** Perform a first level review using Medicaid Inpatient Criteria within 30 calendar days of the medical record receipt date. The

Contractor's nurse reviewer must perform a first level review using Medicaid Inpatient Criteria.

- 1.1.2.4.** Complete 80-90 percent of the selected cases each quarter.
- 1.1.2.5.** Ensure that a Physician Advisor is available to review medical records that are deemed questionable as to the appropriateness of the admission or continued stay by the nurse reviewer. These records are considered "referred" records. The Physician Advisor must complete the review within 14 calendar days of receipt.
- 1.1.2.6.** Submit requests to the hospital provider for additional documentation regarding any non-compliant issues and/or lack of required documentation to support the admission and/or continued stay. The hospital has 15 calendar days to submit the additional documentation. If, after 15 calendar days has elapsed, the hospital has failed to submit the requested medical record(s), a technical denial must be issued by the Contractor to the provider.
- 1.1.2.7.** Correspondence with the provider must be sent and received via secure email, confidential fax transmittal or certified mail. This may include the provider mailing a password protected CD.
- 1.1.2.8.** Ensure that the Physician Advisor issues a denial on reviews that fail to comply with state and federal regulations governing the program and/or fail to support the medical necessity of the services rendered according to Medicaid Inpatient Criteria.
- 1.1.2.9.** Identify medically unnecessary admissions and length of stay, billing errors, inappropriate billing of the level of care, and other quality of care issues.
- 1.1.2.10.** Perform as part of the retrospective record review quality of care reviews. These reviews assess whether the quality of care provided meets generally accepted standards of medical and hospital care practices or puts the patient at risk of unnecessary injury, disease or death.
- 1.1.2.11.** Issue a notice of denial to the hospital within one business day of receipt from the Physician Advisor of the denial. The notice must contain the recipient's name, Medicaid number, date of service, denial reason (must be indicated in plain language), rights to a reconsideration review and the appeal process. The appeal process includes both the informal review and a fair hearing.
- 1.1.2.12.** Ensure that the denial notice must include language related to the identified recoupment amount due to Medicaid and references the appropriate Administrative Code Authority.
- 1.1.2.13.** Submit a Microsoft Excel (2010 or later) spreadsheet(s) quarterly containing number of cases selected for review, number of cases completed to date, number of cases referred for physician review, number approved, number denied, number of cases carried over from previous quarter, admission utilization concerns, length of stay utilization concerns, quality concerns, and number and type of billing errors.

- 1.1.2.14.** Submit a Microsoft Excel (2010 or later) spreadsheet(s) explaining in detail information related to any quality concerns and deficiency noted in the quarterly review.
- 1.1.2.15.** Provide a summary of all review findings for each hospital provider on a quarterly basis. The summary must be a Microsoft Excel (2010 or later) spreadsheet to include but not limited to the following information: Recipient ID, Recipient Name, Dates of Service, Denied Dates of Service, Denial Reason (e.g. billing error, criteria not met, etc.).
- 1.1.2.16.** Work with Medicaid to establish a quarterly report to each hospital to include a cover letter and spreadsheet(s).

As part of the Proposal, the Contractor must:

- 1.1.2.17.** Explain standard operating procedures for completing retrospective reviews on inpatient medical records under a per diem reimbursement methodology and how the procedures will meet the requirements.
- 1.1.2.18.** Provide a narrative that explains the process for referral of a review to the Physician Advisor.
- 1.1.2.19.** Explain standard operating procedures for provider notification and follow-up when medical records requested have not been provided.
- 1.1.2.20.** Explain how utilization and/or quality issues identified will be addressed.
- 1.1.2.21.** Explain how and in what format the provider will receive the results of the review determination. The results should include requests for additional information, approvals and denials.
- 1.1.2.22.** Include a description of the procedures used for the appeal and recoupment process under the per diem reimbursement methodology.
- 1.1.2.23.** Explain and submit examples of the forms, guidelines and reporting formats to be used for the inpatient medical record review.

1.2. Internal Utilization Review Plans and Medical Care Evaluation (MCE) Studies

Hospitals must have an internal utilization review (UR) plan that provides for review of each recipient's need for services that the hospital furnishes. The selected Contractor must review each hospital's UR plan to ensure that it meets federal requirements. Hospitals must have at least one MCE study in progress at any time and one completed study each calendar year. The purposes of the MCE study are: to promote the most effective and efficient use of available facilities and services; to emphasize identification and analysis of patterns of care; and suggest appropriate changes needed to maintain high quality patient care and efficient use of services.

The selected Contractor must:

- 1.2.1. Obtain and maintain 100% of the UR plans and MCE studies from all hospitals on an annual basis.
- 1.2.2. Review a 50% sample of the UR plans and MCE studies to ensure that every hospital is reviewed at a minimum, every two years. Hospitals must be reviewed in odd or even numbered years, with a list to be provided by the Agency.
- 1.2.3. Request a copy of each hospital's UR Plan and MCE study on December 1st of the calendar year to be reviewed.
- 1.2.4. Obtain the UR Plan and MCE studies by December 1st of the following year and complete the review of the studies within 45 days of receipt.
- 1.2.5. Provide each hospital with notification of approval or disapproval of UR Plan and MCE study within 10 calendar days of review completion.
- 1.2.6. Submit an Excel spreadsheet (2010 or later) quarterly that includes the hospital name, NPI number, review year, request date, received date, review date, review result and notification date to the hospital.
- 1.2.7. Be responsible for tracking and documenting any omission or conflict with any federal regulation.
- 1.2.8. Notify the Agency of non-compliance issues with any federal regulations.

As part of the Proposal, the Contractor must:

- 1.2.9. Explain the procedure(s) for completing the review of UR Plans and MCE Studies that meets the requirements of this RFP.
- 1.2.10. Explain how and in what format the provider will receive the results of the review in addressing omissions and conflicts with federal regulations.
- 1.2.11. Submit examples of the forms and reporting formats to be used for the review of UR Plans and MCE studies.

1.3. Provider Preventable Condition Reviews: Present on Admission (POA) Indicators and Hospital Acquired Conditions (HAC)

In compliance with Section 2702 of the Patient Protection and Affordable Care Act, Medicaid is required to monitor Provider Preventable Conditions. Provider Preventable Conditions are divided into two separate categories: Healthcare Acquired Conditions/Hospital acquired conditions (HACs) and Other Provider Preventable Conditions (OPPCs). The Contractor review must focus on HACs and not OPPCs (i.e., surgery on a wrong body part, wrong surgery on a patient, surgery on a wrong patient) on recipients. HACs are conditions that are reasonably preventable and were not present or identified at the time of admission; but are either present at discharge or documented after admission. The POA Indicator is defined as a set of specified conditions that are present at the time the order for inpatient hospital occurred. Conditions that develop during an outpatient encounter, including the emergency room, observation, or outpatient surgery, are considered POA. Hospitals must use the POA indicator for these types of claims. The Contractor must view the Appendix I Hospital Acquired Conditions List on the CMS website at https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/HospitalAcqCond/icd10_hacs.html. This list provides all HAC

diagnosis codes. The list is also included in Chapter 19 of the Alabama Medicaid Provider billing manual. Claims must be selected based on date of discharge.

The selected Contractor must:

- 1.3.1.** Utilize a query provided by Medicaid from which the inpatient hospital claims with a HAC diagnosis will be identified and a random sample of medical records will be selected from each quarter. The Contractor must have the ability to refresh the query date of service range and identify claims for each quarter. The HACs are listed in Chapter 19 of the Alabama Medicaid Provider Billing Manual.
- 1.3.2.** Schedule HAC record review selection and report date timelines as listed in Table 1 found in section 1.1.1 Medical Record Selection.
- 1.3.3.** Review 100 percent of all recipient claims that appear on the query in order to collect the required data for reporting purposes.
- 1.3.4.** Complete reviews on a five percent sample of medical record documentation to validate the POA indicator assigned to the primary and secondary diagnosis. The Contractor must utilize a statistically sound methodology to randomly select claims samples that must include selection of claims with both POA No and POA Yes indicators. In addition to the five percent required sample, a claim with a questionable POA indicator may also require a medical record review.
- 1.3.5.** Request medical records for the selected sample and allow the hospital 30 calendar days to submit the requested materials.
- 1.3.6.** Complete 100 percent of reviews for medical records that have been received for each quarter.
- 1.3.7.** Provide a detailed summary report each quarter to Medicaid on each of the identified recipient medical records selected for review with associated findings.
- 1.3.8.** Submit a report quarterly that documents the number of HACs per HAC category; the number of HACs for each POA indicator and the percentage for each category; and a summary statement of any findings. The Contractor must utilize a Medicaid approved form. (See Appendix B Attachment I) Complete a report annually that compiles the data for the four quarters of each calendar year reviewed. The Contractor must utilize the same form as for the quarterly reports.

As part of the Proposal, the Contractor must:

- 1.3.9.** Provide procedures on performing HAC reviews on inpatient hospital medical records and how these procedures will meet the requirements.
- 1.3.10.** Provide a narrative that explains the random sampling method(s) used to select quarterly claims samples from the query for the medical record review.

- 1.3.11.** Explain and submit examples of forms, guidelines and reporting formats to be used for the summary report for the medical records review.

1.4. Procedure Manual

The selected Contractor must develop a detailed policy and procedure manual describing how the requirements of this section of the RFP will be conducted. The procedure manual must address all elements of the review process, including model letters and review instruments. The manual must be submitted to Medicaid within 30 days of contract award and updated as needed. Upon Medicaid approval, the manual must be made available to all hospitals and posted to the Contractor's and Medicaid's website.

2. General Requirements

2.1. Informal Review and Fair Hearing

All adverse review decisions made by the selected Contractor may be subject to an appeal by the requesting provider or recipient (Aggrieved Party). An Aggrieved Party may request an informal review and a fair hearing for denied Medicaid benefits. However, an informal review must be requested and adjudicated before advancing to a fair hearing. The Contractor must make appropriate personnel available for an informal review and/or fair hearing process in the event such need should arise.

2.1.1. Informal Review

An Aggrieved Party may request reconsideration of an adverse decision through the informal review process by filing a written request with the selected Contractor within 15 business days of the date of the denial letter. Upon receipt of a reconsideration request, the selected Contractor's consulting Physician Advisor must review the documentation and render a decision based on Medicaid-approved criteria within 10 business days of receipt of a complete reconsideration request. The selected Contractor must mail notice of the reconsideration decision to the Aggrieved Party, or enter the decision into system for PAs.

2.1.2. Fair Hearing

An Aggrieved Party may request a Fair Hearing by filing a written request with the Medicaid Administrative Hearings Office within 60 days from the date of the reconsideration notice of action by the selected Contractor. The selected Contractor's consulting Physician Advisor and other appropriate personnel who were involved in the denial must be available at Medicaid's request Monday through Friday, from 8:00 am to 5:00 pm, to provide justification for the denial and participate in any Fair Hearings as scheduled by Medicaid.

2.2. Provider Denial and Reconsideration for Inpatient Hospital QA Reviews

Any provider who is dissatisfied with the selected Contractor's adverse decision or if a provider has not met requirements must be entitled to a reconsideration of the determination. A reconsideration review is the final level of review by the Contractor via their Physician Advisor in which the original denial will be upheld, overturned or modified. If a provider is not satisfied with the reconsideration decision it may file a request with Medicaid for an Informal Conference and/or a Fair Hearing.

- 2.2.1.** The selected Contractor must develop a procedure for all reconsiderations.
- 2.2.2.** The Contractor must notify the provider in writing within one business day of receipt from the Physician Advisor of an adverse decision and offer an opportunity to submit additional documentation for the reconsideration review.
- 2.2.3.** All reconsideration reviews must examine all relevant evidence in the record regarding services requested and any new documentation by the hospital and be conducted by a Physician Advisor. The Physician Advisor must complete the review within fourteen calendar days of receipt.
- 2.2.4.** The selected Contractor must make a determination upholding, modifying, or reversing the denial of payment for requested services, taking into consideration any additional new information that may be presented in the reconsideration.
- 2.2.5.** A decision must be made available to the hospital provider by mail within five business days of receipt of the physician's final decision. At the request of the provider a fax or phone notification will be made in advance of the mailed notification.

2.3. Additional Contractor Responsibilities

The selected Contractor must coordinate with the Medicaid Project Coordinator throughout the term of this contract for any questions and further direction as it relates to the requirements of this RFP.

- 2.3.1.** For a period of six months after the beginning of the Contract, Medicaid will schedule weekly conference calls with the selected Contractor. These meetings will address items such as project status, policy questions, and/or data analysis. Following the initial six month period, Medicaid will schedule at a minimum, monthly conference calls.
- 2.3.2.** The selected Contractor must be responsible for creating meeting documents (e.g. agenda, reports, and other supporting documents) for Medicaid approval.
- 2.3.3.** The selected Contractor must make presentations to groups/associations or others regarding this contract and work hereunder only with request and prior approval of Medicaid.

- 2.3.4. Make recommendations to Medicaid for provider education and outreach as it relates to information and data obtained from requesting providers.
- 2.3.5. Make recommendations for changes to existing criteria across all programs based on clinical data from approved peer review literature. Recommendations must also include the addition of new procedures, services or equipment for approval to increase efficiency, program effectiveness, and appropriate utilization as it relates to this RFP.
- 2.3.6. Respond to inquiries from Medicaid within two business days.

2.4. Staffing/Organizational Plan

The selected Contractor must be prepared to recruit credentialed/licensed staff, and to implement all aspects of the work required in this RFP within the stated time frames. All physicians and RNs must be licensed in the state in which they practice. The selected Contractor must ensure that all cases not meeting medical necessity criteria for all program services are reviewed by a Physician Advisor. Staffing levels must be sufficient to complete the responsibilities outlined in this RFP. Contractor's key personnel must include a Project Manager, Clinical Director, Physician Advisors, and at a minimum of 4 full time RNs. Key positions must meet any requirements defined in the Scope of Work and the General Requirements.

- 2.4.1. **Project Manager (PM).** Contractor must propose a PM with a minimum of an undergraduate degree and minimum of five years' experience in project management, who shall have day-to-day responsibility for supervising the performance and obligations under this Contract, as well as receive policy direction from the Medicaid Contract Administrator. The PM must have previous experience in a variety of peer review and utilization review activities, preferably for a Medicaid program. In addition, the PM must demonstrate overall understanding of the technical requirements, professional clinical determinations, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract. In the event the PM does not meet the requirements of Medicaid before or after implementation, Contractor must recommend a candidate to Medicaid who is capable of performing contract obligations. Contractor must not change its PM without prior written approval from Medicaid, and such approval shall not be unreasonably delayed or withheld. Contractor must use the PM for not less than 12 months to ensure successful contract performance. Contractor must furnish with its response to the RFP a resume for the proposed PM which must include the individual's name, current address, current title and position, experience with Contractor, experience with provider relations, experience with medical and quality review, relevant education and training and management experience. Contractor shall provide a minimum of two work references for the PM.

2.4.2. Clinical Director. The Contractor must assign a Full Time Equivalent (FTE) Clinical Director with five years of medical surgical experience. The Clinical Director must be a Registered Nurse (RN), Certified Nurse Practitioner (CNP) or Physician. The Clinical Director must possess superior clinical competence and demonstrate proficiency in medical and quality reviews. Contractor must furnish with its response to the RFP a resume for the proposed Clinical Director.

The Clinical Director's resume, which must include the individual's name, current address, current title and position, experience with Contractor, experience in implementing or performing utilization review functions, relevant education and training, and management experience. Contractor must provide a minimum of two work references for the Clinical Director. The Clinical Director assigned under this contract, shall be responsible for clinical functions and contract duties. Contractor shall use the Clinical Director for not less than 12 months to ensure successful contract performance and consistency. Contractor must notify Medicaid in writing of any proposed change in Clinical Director at least 30 calendar days prior to the change, if possible. Whenever Clinical Director is not reasonably available, Contractor must provide a designated alternate fully capable of meeting the requirements of this RFP.

2.4.3. Physician Advisor(s). Contractor must furnish with its proposal to the RFP a Physician Advisor(s) with five years clinical practice with specialty of Internal Medicine, Pediatrician or Family Practice. Physician Advisor(s) must notify Medicaid in writing of any proposed change in physician (s) at least 30 calendar days prior to the change, if possible.

The selected Contractor must submit an organizational chart to Medicaid for approval prior to contract implementation. This chart must include a breakdown of job duties and responsibilities of all staff members including contracted Physician Advisors. Any subsequent changes to the organizational plan must be approved by Medicaid.

2.5. Monitoring Performance Standards and Corrective Action Plans

Medicaid will monitor the selected Contractor's performance according to the requirements contained within this RFP.

Medicaid will inform the selected Contractor when performance does not comply with the contract requirements and of any breach of contract assessments. Contractor must prepare and submit for approval a corrective action plan for each identified problem within the timeframe determined by Medicaid. The corrective action plan must include, but is not limited to:

- a. Brief description of the findings.
- b. Specific steps the selected Contractor will take to correct the situation or reasons why the selected Contractor believes corrective action is not necessary.
- c. Name(s) and title(s) of responsible staff person(s).
- d. Timetable for performance of each corrective action step.
- e. Signature of the Clinical Director.

Contractor must implement the corrective action plan within the timeframe specified by Medicaid. Failure by the selected Contractor to implement corrective action plans, as required by Medicaid, may result in further action by Medicaid.

2.6. Breach of Contract

The Contractor's proposal must acknowledge and comply with the following requirements:

In the event that Contractor fails to meet the requirements of this RFP and contract requirements, Medicaid will recover damages for cost associated with breach of contract. Contractor agrees to pay Medicaid the sums set forth below unless waived by Medicaid.

Medicaid may impose breach of contract for the following:

- Failure to deliver requisite reports/services/deliverables as defined by the RFP by the date specified by Medicaid. - \$100 per day per report or review.
- Failure to provide documentation as required by the RFP - \$1000 per instance.
- Failure to comply with any other requirement of the RFP - \$1000 per instance.
- Failure to submit an acceptable required corrective action plan - \$1000 per instance.
- Failure to follow Medicaid criteria and/or directives in approval/denial of institutional reviews; inpatient record reviews - submission of corrective action plan for first instance, then \$1,000 for the next instance. Each subsequent instance shall be increased by \$ 1,000, not to exceed \$ 5,000 per instance.
- Failure to maintain adequate staffing levels necessary to perform the requirements of the RFP - \$1,000 per instance.
- Misrepresentation of falsification of information furnished to CMS, to the State, to an enrollee, potential enrollee or health care provider -\$5,000 per instance.
- Unauthorized use of information shall be associated with breach of contract in the amount of \$10,000 per instance.
- Failure to safeguard confidential information of providers, recipients or the Medicaid program shall be subject to the imposition of \$10,000 per instance associated with breach of contract and any penalties incurred by Medicaid for said infractions.

In addition,

- The selected Contractor shall be liable for any disallowance of Federal Financial Participation incurred by Medicaid due to the Contractor's failure to comply with the terms of the contract. Total dollars may include state funds as well as federal funds.
- Imposition of damages for cost associated with breach of contract may be in addition to other contract remedies and does not waive Medicaid's right to terminate the contract.
- Contractor shall receive written notice from Medicaid upon a finding of failure to comply with contract requirements, which contains a description of the events that resulted in such a finding.
- Contractor shall be allowed to submit rebuttal information or testimony in opposition to such findings.
- Medicaid shall make a final decision associated with breach of contract.

2.7. Operational Requirements

Contractor shall have hours of operation of Monday-Friday, between 8:00 a.m. through 5:00 p.m., Central Standard Time, excluding holidays as listed below:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Fourth of July
- Labor Day
- Memorial Day

Contractor shall be responsible for maintaining a minimum of two toll-free lines for direct access by callers for telephone inquiry and a minimum of two dedicated FAX lines for written inquiries and forms. A telephone message shall be provided requesting callers to leave messages. It shall also notify callers during off-hours of the established business hours.

The Contractor agrees to enter into a contract with Medicaid's Fiscal Agent, DXC, to ensure a secure virtual private network (VPN) connection (See Appendix B Attachment J). The Contractor will be responsible for entering and/or interfacing with Medicaid's Decision Support System (DSS) for claims data.

Contractor shall install and maintain the necessary hardware, software, and secure, encrypted data connections necessary to access the Medicaid system. A high-speed VPN connection to the Medicaid Agency Fiscal Agent's Data Center (DC) is recommended. Current charges for site to site VPN to the DC include a setup fee of \$1,600 and quarterly maintenance of \$1,350. DXC will bill subscriber to maintain the site to site VPN connection. Subscriber agrees to pay within 30 days of the date of the invoice. Any prorated amounts will be determined by mutual

agreement. DXC shall re-evaluate charges every twelve months. The minimum requirements for configuration of a desktop to be used to access the Medicaid system are as follows:

CPU- 3.0GHz, P4, 800FSB
Cache- IMB 1.2 Cache
Connectivity- 10/100/1000 NIC
Microsoft Windows 8.1
Microsoft Internet Explorer for access to InterChange MMIS

The Contractor system responsibilities include:

1. Submission of requests for employee passwords for the Medicaid system.
2. Notifying Medicaid when an issued password is no longer needed due to termination of employment or change in duties within five days.
3. Ensuring that its employees are informed of importance of system security and confidentiality.
4. Documenting and notifying Medicaid of system problems to include type of problem, action(s) taken by Contractor to resolve problem and length of system down-time within eight hours of problem identification. Contractor shall ensure that problem is resolved within 24 hours of system down time.

Medicaid system responsibilities include:

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

Contractor must have a HIPAA-compliant system with effective security measures to prevent the unauthorized use of, or access to, data. The selected Contractor must maintain confidentiality and only use information from the Agency to fulfill its contractual obligations. The Contractor shall utilize appropriate on-line screens maintained within the MMIS to verify recipient eligibility, including Medicare eligibility, provider eligibility, procedure code coverage and enter approval/denial of a PA request. The Contractor shall have access to the Fiscal Agent's Feith document database where medical documents are maintained, as well as the system-generated PA decision letters and reports to be utilized by the Contractor.

2.8. Work Plan and Implementation Schedule

Within 30 business days of contract award, the selected Contractor must provide a work plan and implementation schedule to Medicaid electronic format for approval.

Contractor shall complete all prospective, concurrent and retrospective reviews and prior approval requests of medical equipment, procedures, and inpatient psychiatric services not completed by previous Contractor, and shall provide support for any pending fair hearings as directed by Medicaid.

The work plan must identify major tasks, the work elements of each task, the resources assigned to the task, the time allotted to each element and the deliverable items the selected Contractor will produce.

3. Medicaid Responsibilities

Medicaid will provide oversight of the selected Contractor's activities as follows:

- a. Medicaid will perform a random sample audit of charts, records and forms that have been reviewed or processed by the selected Contractor. The audit schedule will be determined by Medicaid; the audits will be conducted no more frequently than every three months.
- b. Medicaid will include in the audit a review of referred charts and records.
- c. Medicaid will provide policy changes for all programs to the Contractor as soon as they are made available.
- d. Medicaid will provide the names and addresses and National Provider Identifier (NPI) numbers of all instate and border hospitals.
- e. Medicaid will monitor and evaluate the selected Contractor's compliance with the requirements of the contract and impose sanctions when necessary.
- f. Medicaid agrees to correspond to inquiries from the selected Contractor in a timely and accurate manner interpreting Medicaid policy so that the selected Contractor is able to respond and provide deliverables as indicated throughout this RFP.
- g. Medicaid shall review and approve any changes in the form of communication to the Provider by the selected Contractor which may include, but is not limited to, changes in form letters, report formats, new forms or new reports, audit or review tools to be used by the selected Contractor.
- h. Medicaid shall review the selected Contractor's denials of reviews and shall notify the selected Contractor and Provider when Medicaid deems the record shall be approved.
- i. Medicaid shall review the selected Contractor staff credentials during audits.

IV. Pricing

Contractor's response must specify a firm and fixed fee for the services sought under this RFP. The Firm and Fixed Price for each year of the proposed contract and optional extensions must be separately stated in the Pricing Template in Appendix C and the RFP Cover Sheet on the first page of this document.

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. Transmittal Letter

As part of this proposal, the Contractor must submit a Transmittal Letter. The Transmittal Letter must be an offer from the Contractor in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.

1. The letter must be signed by a company officer empowered to bind the Contractor to the provisions of this RFP and any contract awarded pursuant to it.
2. The letter must provide the name, physical location address (a PO Box address is unacceptable), e-mail address, and telephone number of the person Medicaid should contact regarding the Proposal.
3. The letter must state that the Proposal remains valid for at least one hundred and eighty (180) days subsequent to the Proposal Due Date (Section B, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the Contractor and Medicaid.
4. The letter must contain 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.
5. The letter must contain a statement stating that the Contractor has an understanding of and will comply with the specifications and requirements described in this RFP.
6. The letter must include a statement identifying any and all subcontractors, if any, who are needed in order to satisfy the requirements of this RFP.
7. The Contractor must acknowledge and state their compliance with the requirements listed in Section 2.6 -Breach of Contract.
8. The Contractor must acknowledge and state their compliance with the applicable requirements of Alabama Medicaid Administrative Code and any revisions thereof, and the applicable requirements of the Alabama Medicaid Provider Manual and any revisions thereof.

VII. Corporate Background and References

Entities submitting proposals and all subcontractors must:

- a. Provide evidence that the Contractor possesses the qualifications required in this RFP. If a subcontractor is warranted, the Contractor must identify the percentage of work, as measured by the total Proposal price, to be performed by the subcontractor.
- 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. Describe any experience relating to Medicaid agencies or other entities for which the Contractor previously or currently performs similar work.
 8. 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.
 9. 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.
 10. Must be a Federally Designated QIO under contract with the CMS at the time the contract is awarded, thereby enabling the state to qualify for the 75 percent federal financial participation as established in 42 CFR 433.15(b)(6)(i). The Contractor must provide verification of status as a QIO, e.g., CMS award or contract as the QIO for a state.
- 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. Within the last three years, describe the overall ability to perform the IP Hospital Quality Assurance Program, Medical and Quality Utilization Review, and Medical Reviews for HCBS Waivers including the technologies, special techniques, skills or abilities of the organization necessary to accomplish the project requirements, data processing and analysis capabilities.
- e. Within the last three years, describe the overall ability to perform the Retrospective Inpatient Hospital Services Review Program including the technologies, special techniques, skills or abilities of the organization necessary to accomplish the project requirements, data processing and analysis capabilities.
- f. 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. **The Contractor must not use any Alabama Medicaid Agency personnel as a reference.** Medicaid 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.

VIII. 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:

Project Director:
Address:

**Solomon Williams
Alabama Medicaid Agency
Lurleen B. Wallace Bldg.
501 Dexter Avenue
PO Box 5624
Montgomery, Alabama 36103-5624**

E-Mail Address: IHRFP@medicaid.alabama.gov

C. RFP Documentation

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

D. Questions Regarding the RFP

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 described in the Schedule of Events.

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 proposal 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 180 Days

A proposal may not be modified, withdrawn or canceled by the Contractor for a 180-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 Pricing Templates and 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-MQR-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 hardcopy Proposal with original signatures in ink in binder form, plus two electronic copies of the Proposal on CD/DVD or flash drive clearly labeled with the Contractor name. One electronic copy MUST be a complete Microsoft Word version of the Contractor's response. The Contractor may submit PDF copies for Contractor attachments or forms requiring signatures (e.g. RFP Coversheet, Transmittal Letter, or Pricing Template). The second electronic copy MUST be a complete PDF copy of the

Proposal with 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 Memorandum of Understanding

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

Q. Proposal Format

Proposals must be prepared on standard 8 ½" x 11" paper and must be bound. All proposal pages must be numbered unless specified otherwise. All responses, as well as, any reference material presented, must be written in English.

Proposals must not include references to information located elsewhere, such as Internet websites. Information or materials presented by the Contractor outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, and will have no bearing on any award.

This RFP and its attachments are available on Medicaid's website. The Contractor acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. 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 Medicaid 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.

R. Proposal Withdrawal

The Contractor may withdraw a submitted proposal at any time before the deadline for submission. To withdraw a proposal, the Contractor must submit a written request, signed by a Contractor's representative authorized to sign the resulting contract, to the RFP Project Director. After withdrawing a previously submitted proposal, the Contractor may submit another proposal at any time up to the deadline for submitting proposals.

S. Proposal Amendment

Medicaid will not accept any amendments, revisions, or alterations to proposals after the deadline for submitting proposals unless Medicaid formally requested in writing.

T. Proposal Errors

The Contractor is liable for all errors or omissions contained in their proposals. The Contractor will not be allowed to alter proposal documents after the deadline for submitting proposals. If the Contractor needs to change a previously submitted proposal, the Contractor must withdraw the entire proposal and may submit the corrected proposal before the deadline for submitting proposals.

U. Proposal Clarifications

The Agency reserves the right to request clarifications with any or all Contractors if they are necessary to properly clarify compliance with the requirements of this RFP. The Agency will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the proposal. Clarifications will be limited to specific sections of the proposal identified by Medicaid. If clarifications are requested, the Contractor must put such clarifications in writing within the specified time frame.

V. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Contractor has been selected, and the Contract has been fully executed. The Contractor should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the proposal from disclosure if required by law. The Contractor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL". The Contractor must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Pricing Section may not be marked confidential. It is the sole responsibility of the Contractor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Contractor as confidential. If the Contractor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

IX. 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 perform a compliance review to determine Contractor's compliance with the requirements of the RFP and to ensure the standards of responsibility are met. 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	5
Scope of Work: Inpatient Hospital Quality Assurance Program	45
Price	40
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.

X. 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 two years effective October 1, 2018, through September 30, 2020. Alabama Medicaid shall have the option unilaterally extending the contract for three, one year options after review 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 Medicaid (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 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.

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 monthly invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Project Director. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation.

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 Medicaid'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 Inpatient Hospital Quality Assurance 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 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 proposal 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 Memorandum of Understanding 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

Attachment H: Active Hospitals Instate and Out of State Bordering

Attachment I: CMS HAC Report

Attachment J: Virtual Private Network Subscriber Agreement

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 [redacted], 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 [redacted], dated [redacted], 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 [redacted].

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is [redacted] to [redacted].

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
governing these matters.

Alabama

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

2.1.1. 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

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

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

2.1.4. 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: _____

Attachment B

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

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: _____

Name of Contractor: _____

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

Is Contractor a Sole Source? YES _____ NO _____ (IF YES, ATTACH LETTER)
Is Contractor organized as an Alabama Entity in Alabama? YES _____ NO _____
Is Contractor a minority and/or woman-owned business? YES _____ NO _____
If so, is Contractor certified as such by the State of Alabama? YES _____ NO _____
Check all that apply: ALDOT _____ ADECA _____ OTHER (Name) _____
Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama? YES _____ NO _____

IF LLC, GIVE NAMES OF MEMBERS: _____

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

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

Was a Lobbyist/Consultant used to secure this Contract OR affiliated with this Contractor? YES _____ NO _____

IF YES, GIVE NAME: _____

Contract Number: C _____ (See Fiscal Policies & Procedures Manual, Page 5-8)

Contract/Amendment Amount: \$ _____ (PUT AMOUNT YOU ARE ASKING FOR TODAY ONLY)

% 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 amount \$ _____

[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, give a brief explanation as to why not: _____

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 of Agency Head

Printed Name of Contractor

Agency Contact: _____ Phone: _____

Revised 8/2/17

DRAFT

IMMIGRATION STATUS

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

Signature of Contractor

Witness



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER
()

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

Alabama Medicaid Agency

ADDRESS
501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER
Montgomery, Alabama 36103-5624 (334) 242-5833

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

STATE AGENCY/DEPARTMENT RECEIVED	TYPE OF GOODS/SERVICES	AMOUNT

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

Yes No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE DEPARTMENT/AGENCY	ADDRESS	STATE

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature _____ Date _____

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



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



Kay Ivey
 Governor

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

DRAFT

Active Hospitals Instate and Out of State Bordering

Provider NPI ID	Name	Complete Street Address	City	State	Zip Code
1730613167	AMORY REGIONAL MEDICAL CENTER, INC.	1105 EARL FRYE BLVD	AMORY	MS	38821
1821078494	ANDALUSIA REGIONAL HOSPITAL	849 SO THREE NOTCH ST	ANDALUSIA	AL	36420
1649226952	ANDERSON REGIONAL MEDICAL CENTER	2124 14TH ST	MERIDIAN	MS	39301
1215233986	ANDERSON REGIONAL MEDICAL CENTER SOUTH CAMPUS	1102 CONSTITUTION AVE	MERIDIAN	MS	39301
1700979465	BAPTIST HOSPITAL	1000 W MORENO ST	PENSACOLA	FL	32501
1972664530	BAPTIST HOSPITAL INC DBA GULF BREEZE HOS	1110 GULF BREEZE PKWY	GULF BREEZE	FL	32561
1104917780	BAPTIST MEDICAL CENTER EAST	400 TAYLOR RD	MONTGOMERY	AL	36124
1700977105	BAPTIST MEDICAL CTR SOUTH	2105 E SOUTH BOULEVARD	MONTGOMERY	AL	36116
1396709978	BAPTIST MEM HOSP - BOONEVILLE	100 HOSPITAL STREET	BOONEVILLE	MS	38829
1174977557	BBH CBMC LLC	604 STONE AVE	TALLADEGA	AL	35160
1164876546	BBH PBMC, LLC	701 PRINCETON AVE SW	BIRMINGHAM	AL	35211
1811341167	BBH SBMC, LLC	1000 1ST ST N	ALABASTER	AL	35007
1932553385	BBH WBMC, LLC	3400 HIGHWAY 78 E	JASPER	AL	35501
1255376828	BIBB MEDICAL CENTER HOSPITAL	208 PIERSON AVE	CENTREVILLE	AL	35042
1003260480	BROOKWOOD BAPTIST MEDICAL CENTER	2010 BROOKWOOD MEDICAL CTR DR	BIRMINGHAM	AL	35209
1588690085	BRYAN W WHITFIELD MEMORIAL H	105 US HWY 80 EAST	DEMOPOLIS	AL	36732
1992812382	BULLOCK COUNTY HOSPITAL	102 WEST CONECUH AVENUE	UNION SPRINGS	AL	36089
1396766267	CHEROKEE MEDICAL CENTER	400 NORTHWOOD DRIVE	CENTRE	AL	35960
1184993727	CHOCTAW GENERAL HOSPITAL	401 VANITY FAIR AVE	BUTLER	AL	36904
1477551554	CLAY COUNTY HOSPITAL	83825 HWY 9	ASHLAND	AL	36251
1730120726	COMMUNITY HOSPITAL	805 FRIENDSHIP ROAD	TALLASSEE	AL	36078
1972527265	COOSA VALLEY MEDICAL CENTER	315 WEST HICKORY STREET	SYLACAUGA	AL	35150
1023061496	CRESTWOOD MEDICAL CENTER	1 HOSPITAL DR SW	HUNTSVILLE	AL	35801
1114003175	CROCKETT HOSPITAL	1607 S LOCUST AVE	LAWRENCEBURG	TN	38464
1114919339	CULLMAN REG MEDICAL CENTER	1912 ALABAMA HIGHWAY 157	CULLMAN	AL	35058
1609811538	D.W. MCMILLAN MEMORIAL HOSPITAL	1301 BELLEVILLE AVE	BREWTON	AL	36426
1942380357	DALE MEDICAL CENTER	126 HOSPITAL AVENUE	OZARK	AL	36360
1841394418	DCH REGIONAL MEDICAL CENTER	809 UNIVERSITY BLVD E	TUSCALOOSA	AL	35401
1356692297	DECATUR MORGAN HOSPITAL-DECATUR CAMPUS	1201 7TH ST SE	DECATUR	AL	35601
1710901178	DEKALB REGIONAL MEDICAL CENTER	200 MEDICAL CENTER DR SW	FORT PAYNE	AL	35968
1720095805	DONALSONVILLE HOSPITAL INC	102 HOSPITAL CIR	DONALSONVILLE	GA	39845

Provider NPI ID	Name	Complete Street Address	City	State	Zip Code
1154386431	EAST AL MEDICAL CENTER	2000 PEPPERELL PKWY	OPELIKA	AL	36801
1124073879	ECACH INC/ATMORE COMMUNITY H	401 MEDICAL PARK DR	ATMORE	AL	36502
1477874337	ELIZA COFFEE MEMORIAL HOSPITAL	205 MARENGO ST	FLORENCE	AL	35630
1588795942	ELMORE COMMUNITY HOSPITAL	500 HOSPITAL DRIVE	WETUMPKA	AL	36092
1992778617	ENCOMPASS HEALTH LAKESHORE REHABILITATION HOSPITAL	3800 RIDGEWAY DR	BIRMINGHAM	AL	35209
1639264575	ERLANGER MEDICAL CENTER	975 E THIRD ST	CHATTANOOGA	TN	37403
1891770368	EVERGREEN MEDICAL CENTER	101 CRESTVIEW AVE	EVERGREEN	AL	36401
1851323836	FAYETTE MEDICAL CENTER	1653 TEMPLE AVENUE NORTH	FAYETTE	AL	35555
1801830500	FLOWERS HOSPITAL	4370 W MAIN STREET	DOTHAN	AL	36305
1154377166	FLOYD MEDICAL CENTER	304 TURNER MCCALL BLVD SW	ROME	GA	30165
1225081516	GADSDEN REGIONAL MEDICAL CTR	1007 GOODYEAR AVENUE	GADSDEN	AL	35903
1023074028	GEORGE COUNTY HOSPITAL	859 WINTER ST	LUCEDALE	MS	39452
1477562783	GEORGIANA MEDICAL CENTER	515 N MIRANDA AVENUE	GEORGIANA	AL	36033
1023061405	GRANDVIEW MEDICAL CENTER	3690 GRANDVIEW PKWY	BIRMINGHAM	AL	35243
1588779920	GREENE COUNTY HOSPITAL	509 WILSON AVENUE	EUTAW	AL	35462
1386694487	GROVE HILL MEMORIAL HOSPITAL	295 S JACKSON ST	GROVE HILL	AL	36451
1447303227	GULF HEALTH HOSPITALS INC. DBA THOMAS HOSPITAL	750 MORPHY AVE	FAIRHOPE	AL	36532
1912079625	H.C. WATKINS MEMORIAL HOSPITAL	605 S ARCHUSA AVE	QUITMAN	MS	39355
1225068935	HALE COUNTY HOSPITAL	508 GREENE STREET	GREENSBORO	AL	36744
1699754812	HARDIN COUNTY GENERAL HOSPIT	935 WAYNE RD.	SAVANNAH	TN	38372
1144695081	HH HEALTH SYSTEM-ATHENS LIMESTONE	700 W MARKET ST	ATHENS	AL	35611
1508952235	HH HEALTH SYSTEM-SHOALS HK	1300 S MONTGOMERY AVE	SHEFFIELD	AL	35660
1073601043	HH HEALTH SYSTEM-SHOALS RB	211 HOSPITAL ROAD	RED BAY	AL	35582
1659473916	HIGHLANDS MEDICAL CENTER	380 WOODS COVE RD	SCOTTSBORO	AL	35768
1891801718	HILL HOSPITAL OF SUMTER COUN	751 DERBY DR	YORK	AL	36925
1447221056	HUNTSVILLE HOSPITAL	101 SIVLEY RD SW	HUNTSVILLE	AL	35801
1023050101	JACK HUGHSTON MEMORIAL HOSPITAL	4401 RIVER CHASE DR	PHENIX CITY	AL	36867
1043262488	JACKSON HOSPITAL & CLINIC	1725 PINE ST	MONTGOMERY	AL	36106
1952427874	JACKSON MEDICAL CENTER	220 HOSPITAL DRIVE	JACKSON	AL	36545
1912918277	JAY HOSPITAL	14114 ALABAMA ST	JAY	FL	32565
1679875645	JOHN C STENNIS MEMORIAL HOSPITAL	14365 HWY 16W	DEKALB	MS	39328
1477520526	JPAUL JONES HOSPITAL	317 MCWILLIAMS AVENUE	CAMDEN	AL	36726
1598783904	LAKE MARTIN COMMUNITY HOSPITAL	201 MARIARDEN ROAD	DADEVILLE	AL	36853

Provider NPI ID	Name	Complete Street Address	City	State	Zip Code
1275600967	LAKELAND COMMUNITY HOSPITAL	42024 HIGHWAY 195	HALEYVILLE	AL	35565
1568453389	LAWRENCE MEDICAL CENTER	202 HOSPITAL STREET	MOULTON	AL	35650
1629024914	LINCOLN MEDICAL CENTER	106 MEDICAL CENTER BLVD	FAYETTEVILLE	TN	37334
1780655332	LV STABLER MEMORIAL HOSPITAL	29 L V STABLER DRIVE	GREENVILLE	AL	36037
1932160082	MARION REGIONALMEDICAL CENTE	1256 MILITARY ST S	HAMILTON	AL	35570
1306914882	MARSHALL MEDICAL CENTER SOUT	2505 HIGHWAY 431 NORTH	BOAZ	AL	35957
1215955729	MEDICAL CENTER BARBOUR	820 WEST WASHINGTON ST	EUFULA	AL	36027
1790896710	MEDICAL WEST	995 NINTH AVENUE S W	BESSEMER	AL	35022
1255401519	MIDTOWN MEDICAL CENTER	710 CENTER STREET	COLUMBUS	GA	31902
1013937705	MIZELL MEMORIAL HOSPITAL	702 NORTH MAIN STREET	OPP	AL	36467
1558364802	MOBILE INFIRMARY MEDICAL CENTER	5 MOBILE INFIRMARY CIRCLE	MOBILE	AL	36607
1457392904	MONROE COUNTY HOSPITAL	PO BOX 8862016 S ALABAMA AVE	MONROEVILLE	AL	36461
1134164924	NORTH BALDWIN INFIRMARY	1815 HAND AVE	BAY MINETTE	AL	36507
1598875460	NORTH MISSISSIPPI MED CTR	830 S GLOSTER ST	TUPELO	MS	38801
1104897859	NORTH OKALOOSA MEDICAL CENTER	151 REDSTONE AVE SW	CRESTVIEW	FL	32539
1003996000	NORTHEAST AL REGIONAL MED CT	400 E 10TH ST	ANNISTON	AL	36207
1750495941	NORTHWEST MEDICAL CENTER INC	1530 US HIGHWAY 43	WINFIELD	AL	35594
1104874684	PARKRIDGE MEDICAL CENTER	2333 MCCALLIE AVE	CHATTANOOGA	TN	37404
1720331481	PICKENS COUNTY HEALTH CARE AUTHORITY	241 ROBERT K WILSON DR	CARROLLTON	AL	35447
1942391230	PRATTVILLE BAPTIST HOSPITAL	124 SO MEMORIAL DR	PRATTVILLE	AL	36067
1750480406	PROFESSIONAL RESOURCES MANAGEMENT	101 HOSPITAL CIRCLE	LUVERNE	AL	36049
1952390643	PROVIDENCE HOSPITAL	6801 AIRPORT BLVD	MOBILE	AL	36608
1720039712	QHG OF ENTERPRISE INC	400 NORTH EDWARDS STREET	ENTERPRISE	AL	36330
1992103857	RIVERVIEW REGIONAL MED CTR	600 S 3RD ST	GADSDEN	AL	35901
1265483267	RMC JACKSONVILLE	1701 SOUTH PELHAM RD	JACKSONVILLE	AL	36265
1770543399	RUSH FOUNDATION HOSPITAL	1314 19TH AVENUE	MERIDIAN	MS	39301
1811913460	RUSSELL MEDICAL CENTER	3316 HIGHWAY 280	ALEXANDER CITY	AL	35010
1316015241	RUSSELLVILLE HOSPITAL	15155 HIGHWAY 43	RUSSELLVILLE	AL	35653
1922032424	SACRED HEART HOSPITAL	5151 N 9TH AVE	PENSACOLA	FL	32504
1528015302	SANTA ROSA MEDICAL CENTER	6002 BERRYHILL RD	MILTON	FL	32570
1699096552	SHOALS HOSPITAL	201 AVALON AVE	MUSCLE SHOALS	AL	35661
1124136593	SINGING RIVER HOSPITAL	2809 DENNY AVENUE	PASCAGOULA	MS	39567
1053382655	SOUTH BALDWIN REGIONAL MED C	1613 N MCKENZIE ST	FOLEY	AL	36535

Provider NPI ID	Name	Complete Street Address	City	State	Zip Code
1164403861	SOUTHEAST ALABAMA MED CTR	1108 ROSS CLARK CIRCLE	DOTHAN	AL	36301
1003814971	SPRINGHILL MEMORIAL HOSPITAL	3719 DAUPHIN ST	MOBILE	AL	36608
1033228168	ST FRANCIS HOSPITAL	2122 MANCHESTER EXPY	COLUMBUS	GA	31904
1184967523	ST VINCENTS BLOUNT	150 GILBREATH DR	ONEONTA	AL	35121
1093171860	ST VINCENTS CHILTON LLC	2020 LAY DAM RD	CLANTON	AL	35045
1841308020	ST VINCENTS EAST	48 MEDICAL PARK DRIVE EAS	BIRMINGHAM	AL	35235
1841298999	ST VINCENTS HOSPITAL	810 SAINT VINCENTS DR	BIRMINGHAM	AL	35205
1992809305	ST VINCENTS ST CLAIR	7063 VETERANS PKWY	PELL CITY	AL	35125
1215976675	STRINGFELLOW MEMORIAL HOSPITAL	301 E 18TH ST	ANNISTON	AL	36207
1912428301	TANNER MEDICAL CENTER EAST ALABAMA	1032 MAIN STREET SOUTH	WEDOWEE	AL	36278
1801883780	TANNER MEDICAL CENTER INC	705 DIXIE ST	CARROLLTON	GA	30117
1578809430	THE CALLAHAN EYE HOSPITAL HEALTH CARE AUTHORITY	1720 UNIVERSITY BLVD	BIRMINGHAM	AL	35233
1205935012	THE CHILDRENS HOSPITAL OF ALABAMA	1600 7TH AVE S	BIRMINGHAM	AL	35233
1548376700	TISHOMINGO HOSPITAL	1777 CURTIS DRIVE	IUKA	MS	38852
1194712083	TMC/HIGGINS GENERAL HOSPITAL	200 ALLEN MEMORIAL DRIVE	BREMEN	GA	30110
1851388748	TMC/VILLA RICA HOSPITAL	601 DALLAS HWY	VILLA RICA	GA	30180
1770814626	TROY REGIONAL MEDICAL CENTER	1330 HWY 231 S	TROY	AL	36081
1154435824	UNIVERSITY OF ALABAMA	619 SOUTH 19TH STREET	BIRMINGHAM	AL	35233
1023055191	USA CHILDRENS & WOMENS HOSPITAL	1700 CENTER STREET	MOBILE	AL	36604
1063468072	USA MEDICAL CTR HOSP	2451 FILLINGIM STREET	MOBILE	AL	36617
1871655993	VAUGHAN REG MED CTR PARKWAY CAMPU	1015 MEDICAL CENTER PKWY	SELMA	AL	36701
1487699203	WASHINGTON COUNTY HOSPITAL	14600 ST STEPHENS AVE	CHATOM	AL	36518
1679559983	WAYNE GENERAL HOSPITAL	950 MATTHEWS DRIVE	WAYNESBORO	MS	39367
1639116726	WEST FLORIDA REG MEDICAL CTR	8383 N DAVIS HWY	PENSACOLA	FL	32514
1992755292	WIREGRASS MEDICAL CENTER	1200 W MAPLE AVE	GENEVA	AL	36340

Selected HAC	Frequency as a Secondary Diagnosis	Not Present on Admission				Present on Admission			
		POA=N		POA=U		POA=Y		POA=W	
		No.	%	No.	%	No.	%	No.	%
1. Foreign Object Retained After Surgery									
2. Air Embolism									
3. Blood Incompatibility									
4. Pressure Ulcer Stages III & IV									
5. Falls and Trauma									
6. Catheter-Associated UTI									
7. Vascular Catheter-Associated Infection									
8. Manifestations of Poor Glycemic Control									
9. Surgical Site Infection Mediastinitis CABG									
10. Surgical Site Infection Following Certain Orthopedic Procedures of Spine, Shoulder or Elbow									
11. Surgical Site Infection Following Bariatric Surgery for Obesity									
12. Surgical Site Infection Following Cardiac Implantable Electronic Device (CIED)									
13. DVT/ Pulmonary Embolism with total knee or hip replacement									
14. Iatrogenic Pneumothorax with Venous Catheterization									

Virtual Private Network Subscriber Agreement

AGREEMENT BETWEEN DXC TECHNOLOGY SERVICES AND SUBSCRIBER

This Agreement, by and between DXC TECHNOLOGY SERVICES, LLC (hereafter referred to as "DXC"), and approved value added network suppliers and certain health care providers (hereafter referred to as "SUBSCRIBERS"), for the provision of a connection to the Alabama Medicaid Management Information System (AMMIS).

WHEREAS, the Alabama Medicaid Agency (the "State Agency") designated by Alabama law to administer the medical assistance program for the State of Alabama as provided for in Title XIX of the Social Security Act (Medicaid); and

WHEREAS, the Alabama Medicaid Agency operates AMMIS through its fiscal agent to allow verification of eligibility, benefits coverage and other insurance, as well as submission of claims for Medicaid recipients by Medicaid providers;

WHEREAS, DXC is the fiscal agent of the AMMIS system;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. TERM

This agreement shall be effective upon signature of both parties and shall remain in effect until terminated by either party upon at least thirty (30) days prior written notice to the other party. DXC may terminate this agreement immediately in the event of a violation by SUBSCRIBERS of any term of the agreement.

B. SITE TO SITE VPN CONNECTION

Connection – Connection between Subscriber and the AMMIS system is a site to site VPN over the public internet. It is the responsibility of the clearinghouse to provide their own connection to the public internet at a size and speed suitable for the traffic intended at their facility. DXC will provide the connection to the public internet for Alabama Medicaid MMIS system for the purposes of this connection.

Connection Termination – Service may be terminated by either party. A written 30 day notice is required for termination with the exception of the following circumstances:

- Should the Subscriber not pay their account within terms, the connection will be severed.
- Should DXC require the connection to be severed per the State Agency, Subscriber will comply within the cancellation terms herein.
- To restore the connection, Subscriber must cure breach or make the account current and pay the setup fee detailed in the **Charges** section of this document.

Response Time – The maximum expected response time by DXC is 30 minutes Monday through Friday (8AM to 5PM central time) and 2 hours otherwise. Actual incident recovery time will be dependent on the resolution of the incident. Subscriber should thoroughly test Subscriber owned equipment and connection before contacting DXC for testing.

Charges ("Charges") – DXC will bill Subscriber \$ 1,350.00 per quarter (3 month period) to maintain the site to site VPN connection. A setup fee of \$1,600.00 is required to establish the connection and test. Subscriber agrees to pay within 30 days of the date of the invoice. Any prorated amounts will be determined by mutual agreement. DXC shall reevaluate charges every twelve (12) months. Subscriber agrees that the acceptance of market driven increases shall be a condition of continued performance under this agreement.

C. INDEMNIFICATION

The SUBSCRIBERS agrees to indemnify, defend, save and hold harmless DXC from all claims, demands, liabilities, and suits of any breach of this agreement by the SUBSCRIBERS, its Subscribers or employees, including but not limited to any occurrence of omission or negligence of the SUBSCRIBERS, its Subscribers or employees, and more specifically, without limitations:

1. Any claims or losses for services rendered by a subcontractor, consultant, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Federal or State regulations or Federal statutes, of the SUBSCRIBERS, its Subscribers, consultants, officers and employees, or subcontractors in the performance of this agreement;
3. Any claims or losses resulting to any person or firm injured or damaged by the SUBSCRIBERS, its Subscribers, consultants, officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in any manner not authorized by the contract, or Federal or State regulations or statutes; and
4. Any failure of the SUBSCRIBERS, its officers, Subscribers, consultants, employees, or subcontractors to observe State or Federal laws, including but not limited to labor laws and minimum wage laws.

D. NON-EXCLUSIVITY

DXC shall not be in any way limited from entering into similar contracts with other Subscribers desiring to provide the same or similar service, nor shall DXC be in any way limited from providing the same or similar service directly to health care providers. DXC shall in no way be limited in its use of any information it obtains from the SUBSCRIBERS in connection with this Agreement, and the parties hereto agree that no such information shall be considered proprietary or trade secret information of the SUBSCRIBERS.

E. Changes and Amendment Language

Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree, in writing, upon any proposed changes, including resulting equitable adjustments to costs and performance of the Services

F. ENTIRE AGREEMENT

This written Agreement constitutes the entire Agreement between the parties, and no additional representatives, writings or documents are a part hereof, unless specifically referred to herein above. The requirements in the Alabama Data Switch Agreement are hereby incorporated. This Agreement may be amended by written agreement of the parties hereto.

G. CONTACT PERSONS

DXC:
Lamar Smith
ITO Account Delivery Manager
301 Technacenter Drive
Montgomery, AL 36117

Phone: (334) 215-4201

SUBSCRIBER:
Contact: _____
E-Mail: _____
Company: _____
Address: _____
City, State and Zip: _____
Phone: _____

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

SUBSCRIBER

(sign)
BY: _____
(print)
TITLE: _____

DATE: _____

HP ENTERPRISE SERVICES, LLC

BY: _____
TITLE: _____

DATE: _____

Appendix C: Pricing Template

	Months	Monthly Firm and Fixed Rate	Annual Cost (Months X Monthly Firm and Fixed Rate)
Year 1	12		
Year 2	12		
Year 3	12		
Year 4	12		
Year 5	12		
TOTAL 5 Year Firm and Fixed Price			

The Contractor must utilize this Pricing Form to provide their Total 5 Year Firm and Fixed Price by year.

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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 Alabama Medicaid Agency Inpatient Hospital Quality Assurance RFP specifications document by the close of business on 05/18/2018, 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:

IHRFP@medicaid.alabama.gov

Amendment I to RFP 2018-IH-01

6/7/2018

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2018-IH-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. Cover , Page 1 change as follows:

Currently reads as:



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2018-IH-01	RFP Title: Inpatient Hospital Quality Assurance RFP
RFP Due Date and Time: June 13 2018 by 5pm Central Time	Number of Pages: 65
PROCUREMENT INFORMATION	
Project Director: Solomon Williams	Issue Date: May 18, 2018
E-mail Address: IHRFP@medicaid.alabama.gov Website: http://www.medicicaid.alabama.gov	Issuing Division: Medical Services
INSTRUCTIONS TO CONTRACTORS	
Return Proposal to: Solomon Williams Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2018-IH-01 RFP Due Date: June 13, 2018 by 5pm CT
	Firm and Fixed Price: Annual TOTAL Cost Year 1: Annual TOTAL Cost Year 2: Annual TOTAL Cost Year 3: Annual TOTAL Cost Year 4: Annual TOTAL Cost Year 5: <u>TOTAL 5 Year Firm and Fixed Costs:</u>
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:



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2018-IH-01	RFP Title: Inpatient Hospital Quality Assurance RFP
RFP Due Date and Time: June 15, 2018 by 5pm Central Time	Number of Pages: 65
PROCUREMENT INFORMATION	
Project Director: Solomon Williams	Issue Date: May 18, 2018
E-mail Address: IHRFP@medicaid.alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Medical Services
INSTRUCTIONS TO CONTRACTORS	
Return Proposal to: Solomon Williams Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2018-IH-01 RFP Due Date: June 15, 2018 by 5pm CT
	Firm and Fixed Price: Annual TOTAL Cost Year 1: Annual TOTAL Cost Year 2: Annual TOTAL Cost Year 3: Annual TOTAL Cost Year 4: Annual TOTAL Cost Year 5: <u>TOTAL 5 Year Firm and Fixed Costs:</u>
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 X.C, Page 30, change as follows:

Currently reads as:

The initial contract term shall be for two years effective October 1, 2018, through September 30, 2020. Alabama Medicaid shall have the option unilaterally extending the contract for three, one year options after review 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.

Revised as:

The initial contract term shall be for two years effective November 1, 2018, through October 31, 2020. Alabama Medicaid shall have the option unilaterally extending the contract for three, one year options after review 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.

III. Section VIII.M, Page 26, change as follows:

Currently reads as:

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2016-MQR-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.

Revised as:

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2018-IH-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.

I hereby acknowledge the receipt of Addendum I to RFP 2018-IH -01.

Authorized Contractor Signature

Date

Contractor Organization

RFP #: 2018-IH-01
State of Alabama Medicaid Medical Services
Inpatient Hospital Quality Assurance RFP
Contractor Questions and Agency Answers
June 7, 2018

Question ID:	1
Date Question Asked:	5/24/2018
Question:	Cover page states the due date is June 13, 2018. Page 3 states the due date is June 15, 2018. Please clarify which date is correct.
Section Number:	Cover sheet/Section B
RFP Page Number:	1, 3
Agency Answer:	Please refer to Amendment 1.
Question ID:	2
Date Question Asked:	5/24/2018
Question:	Please confirm the proposal due date is 6/15/2018. This differs from the cover page which states 6/13/2018.
Section Number:	B. Schedule of Events
RFP Page Number:	3
Agency Answer:	Please refer to Amendment 1.
Question ID:	3
Date Question Asked:	5/24/2018
Question:	Please confirm that there is no reimbursement for transition costs.
Section Number:	Appendix C: Pricing Template
RFP Page Number:	65
Agency Answer:	There is no reimbursement for transition costs.
Question ID:	4
Date Question Asked:	5/24/2018

Question:	Section B states the expected start date of the contract to be 11/1/2018. Section X, C. Term of Contract states the initial contract term to be 10/1/2018-9/30/2020. Please clarify the expected start date of this contract.
Section Number:	Section B: Schedule of Events/ Section X: General Terms and Conditions - C
RFP Page Number:	3, 30
Agency Answer:	Please refer to Amendment 1.
Question ID:	5
Date Question Asked:	5/24/2018
Question:	The scope of work states that there are an average of 32,000 paid inpatient claims per quarter. Section 1.1.1.4 states that the contract is to review a 5% sample of each hospital's admissions. What is the correlation between paid claims and admissions per hospital? Should the bidder use the 32,000 quarterly claims to determine volume of reviews?
Section Number:	Section III: Scope of Work
RFP Page Number:	7, 8
Agency Answer:	The higher the volume of paid claims, the higher the volume of admissions will be; however, each paid claim is not necessarily an admission as the facility may submit multiple claim prior to discharge for a lengthy stay. The bidder should use 32,000 quarterly claims to determine volume of reviews.
Question ID:	6
Date Question Asked:	5/24/2018
Question:	Please provide volumes for IP Hospital Assurance reviews, HAC/POA reviews, and estimated % that go to a physician advisor.
Section Number:	Section III: Scope of Work
RFP Page Number:	N/A
Agency Answer:	Please refer to Section III.1.1.2.5. for IP Hospital Assurance and HAC/POA reviews. Based on history, an average of 10 per quarter are reviewed by a physician advisor.
Question ID:	7
Date Question Asked:	5/24/2018
Question:	Please provide an estimate of the number of cases that go to hearing
Section Number:	Section III: Scope of Work 2.1.2 Fair Hearing

RFP Page Number:	14
Agency Answer:	The Agency has not had any fair hearings related to this contract for more than five years. However, if the Agency has a fair hearing in the future, the Contractor must make appropriate personnel available for a fair hearing process in the event such need arise as outlined in Section 2.1.2. of the RFP.
Question ID:	8
Date Question Asked:	5/24/2018
Question:	Contractor shall complete all ... reviews and prior approval requests... not completed by the previous Contractor What volume of backlog reviews/prior approval requests is expected?
Section Number:	Section III: Scope of Work 2.8 Work Plan and Implementation Schedule
RFP Page Number:	20
Agency Answer:	Medicaid does not expect a backlog due to no lapse between contracts.
Question ID:	9
Date Question Asked:	5/24/2018
Question:	Does the Agency require the Consulting Physician Advisor and staff to be on-site for hearings?
Section Number:	Section III: Scope of Work 2.1.2 Fair Hearing
RFP Page Number:	14
Agency Answer:	Yes.
Question ID:	10
Date Question Asked:	5/24/2018
Question:	Can the Project Manager and the Clinical Director be the same key personnel?
Section Number:	Section III: Scope of Work 2.4 Staffing/Organizational Plan
RFP Page Number:	16
Agency Answer:	Medicaid does not require the positions to be staffed by different employees.
Question ID:	11
Date Question Asked:	5/24/2018
Question:	Please validate if physicians and RN staff are required to maintain licensure in Alabama?

Section Number:	Section III: Scope of Work 2.4 Staffing/Organizational Plan
RFP Page Number:	16
Agency Answer:	Yes.
Question ID:	12
Date Question Asked:	5/24/2018
Question:	Given the unique status of Alabama, does the state require an onsite presences of licensed staff in the state?
Section Number:	Section III: Scope of Work 2.4 Staffing/Organizational Plan
RFP Page Number:	16
Agency Answer:	Yes.
Question ID:	13
Date Question Asked:	5/24/2018
Question:	The Section states that the outside of the proposal package should be marked "2016-MQR-01". Should the proposal response packages be marked as "2018-IH-01"?
Section Number:	Section VIII: Submission Requirements - M
RFP Page Number:	26
Agency Answer:	Please refer to Amendment 1.
Question ID:	14
Date Question Asked:	5/24/2018
Question:	Would the State please describe the timeframes for payment to be made to the contractor once work has been invoiced and accepted?
Section Number:	Section X: General Terms and Conditions - EE
RFP Page Number:	36
Agency Answer:	Medicaid will provide payment within a reasonable amount of time.