



# ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

<b>RFP Number: 2024-TPL-01</b>		<b>RFP Title: Alabama Medicaid Agency Third Party Liability Services</b>	
<b>RFP Due Date and Time:</b> April 26, 2024, by 5:00pm Central Time		<b>Number of Pages:60</b>	
<b>PROCUREMENT INFORMATION</b>			
<b>Project Director: Shari Rudd</b>		<b>Issue Date: March 5, 2024</b>	
<b>E-mail Address:</b> TPLRFP@medicaid.alabama.gov <b>Website:</b> http://www.medicaid.alabama.gov		<b>Issuing Division:</b> Third Party Division	
<b>INSTRUCTIONS TO VENDORS</b>			
<b>Return Proposal to:</b> <b>Alabama Medicaid Agency</b> <b>Attn: Shari Rudd</b> <b>Lurleen B. Wallace Building</b> <b>501 Dexter Avenue</b> <b>PO Box 5624</b> <b>Montgomery, AL 36103-5624</b>		<b>Mark Face of Envelope/Package:</b> Alabama Medicaid Agency Third Party Liability Services RFP RFP Number: <b>2024-TPL-01</b> <b>RFP Due Date:</b> April 26, 2024, by 5:00 pm CT	
		<b>Firm and Fixed Price:</b>	
<b>VENDOR INFORMATION</b> <i>(Vendor must complete the following and return with RFP response)</i>			
<b>Vendor Name/Address:</b>		<b>Authorized Vendor Signatory:</b> (Please print name and sign in ink)	
<b>Vendor Phone Number:</b>		<b>Vendor FAX Number:</b>	
<b>Vendor Federal I.D. Number:</b>		<b>Vendor E-mail Address:</b>	

## 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 Vendor's responsibility to check the State's website at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov) for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.
8. \_\_\_\_\_ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected vendor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

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

## Section B. Schedule of Events

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

EVENT	DATE
RFP Issued	03/05/2024
Questions Due by 5pm CT	03/19/2024
Posting of Questions and Answers	04/09/2024
Proposals Due by 5 pm CT	04/26/2024
Evaluation Period	04/27/2024-06/05/2024
Contract Award Notification	06/21/2024
**Contract Review Committee	09/05/2024
Official Contract Award/Begin Work	10/01/2024

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

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# I. Background

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

The Alabama Medicaid Agency is requesting proposals from vendors with experience and technical expertise for a plan to provide third party services necessary to: identify and verify third party insurance leads for cost saving and recovery purposes, investigate cases with liable third-party resources, initiate actions to recover benefits, recover monies for medical care for which another party is responsible, and provide reports of all work performed. Services required are outlined through this Request for Proposal (RFP). The Vendor shall provide Third Party Liability (TPL) services. The Vendor will be required by the State to operate under all provisions of the Omnibus Budget Reconciliation Act (OBRA) 1990, the Social Security Act, and all applicable state and federal laws. State regulatory authority is derived from Alabama Act No. 2003-297 and Alabama Medicaid Agency Administrative Code Chapter 20. The projected implementation date of the RFP is 10/01/2024.

Currently, Alabama Medicaid uses a TPL Vendor to provide Medicaid Third Party identification cost-avoidance and recovery services, payment of recipient health insurance premiums when it is determined to be cost effective, long-term care financial audits, and credit balance audits. Additional information may be found on the Alabama Medicaid website at [https://medicaid.alabama.gov/content/7.0\\_Providers/7.1\\_Third\\_Party.aspx](https://medicaid.alabama.gov/content/7.0_Providers/7.1_Third_Party.aspx)

The selected Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this RFP for the firm and fixed price quoted in the Vendor's proposal to this RFP. All proposals must state a firm and fixed price for the services described.

All information and amendments contained in this RFP reflect the best and most accurate information available to Medicaid at the time of the RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the Vendor or a basis for legal recovery of damages, actual, consequential, or punitive.

## II. General Vendor Requirements

### General Services Required

- The Vendor must develop procedures, implement and operate functions to identify and verify liable third parties as defined by state and federal law including but not limited to performing sophisticated data matching.
- The Vendor must pursue recovery of Medicaid funds from liable third parties including but not limited to casualty and some commercial and Medicare billings/recoupments. The Vendor will perform any additional recovery projects or other initiatives whether or not considered TPL activities, as mutually agreed upon and assigned by the Alabama Medicaid Agency. Additionally, Medicaid reserves the right to limit or terminate the work of the Vendor, on any specific projects, based on the needs of Medicaid. See Section X.,M.

## **Staffing Required**

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

### **A. Project Director**

The named Project Director must be exclusively dedicated to this contract, throughout the duration of the contract unless a death or an unforeseeable circumstance occurs. The proposed Project Director and any replacement of the same must have Medicaid's prior approval before beginning work on this contract. The Vendor must submit a resume for the Project Director that details his/her work experience that he/she possesses the knowledge/skills/ability to plan, conduct, and supervise work to be completed under this contract and as identified below.

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

1. Have a minimum of three (3) years experience managing a project the scope and size of this RFP;
2. Have a thorough knowledge of TPL and Medicaid requirements as they relate to recoupment and third party resources;
3. Have the authority to make decisions and be totally responsible for all operations throughout the life of this Contract;
4. Provide executive direction for the accomplishment of work under the RFP and the Contract;
5. Have authority for staffing and operations decisions, with Medicaid's approval;
6. Possess the knowledge, skills and ability to apply new management practices and innovative methods and procedures for managing all aspects of this project;
7. Conduct periodic telephonic and face-to-face meetings with Medicaid's TPL Director or the director's designee as requested by Medicaid. Provide regular status reports to Medicaid's TPL Director;
8. Supervise the Team Leader(s) whose role is to ensure that day-to-day operations are followed and productivity is maintained; and
9. Escalate critical issues to Medicaid's TPL Director or the director's designee for resolution within one (1) business day from notification of issue.

### **B. Team Leader**

1. Vendor must submit a resume for the Team Leader that details his/her work experience that he/she possesses the knowledge/skills/ability to plan, conduct, and supervise work to be completed under this contract and as identified below.
2. Vendor must provide an adequate number of Team Leaders, with a minimum of one (1), to ensure that each scope of work is functioning at its optimum level in day-to-day operations.
3. Vendor's Team Leader(s) must have a background in health care administration, nursing, medical information, or legal administration and must possess a minimum of two (2) years of supervisory experience in overpayment investigation/detection or a related field that demonstrates expertise in



reviewing, analyzing, and developing information and making appropriate decisions.

4. The Team Leader(s) must work in the Montgomery office and will be responsible for day-to-day operations including the productivity of Project Team Members as follows:
  - a. Plan, schedule, track, and control the project on a day-to-day basis in coordination with the Project Director;
  - b. Report any issues that are causing delays and/or problems with the projects;
  - c. Resolve issues reported by Medicaid's Program Staff within the time frame agreed upon by Medicaid and Vendor;
  - d. Escalate critical issues to the Project Director for resolution within one (1) business day from notification of issue.

### **C. Project Team Members**

1. Vendor must submit a resume for the Project Team Members that details their work experience that he/she possesses the knowledge/skills/ability to perform the work to be completed under this contract and as identified below.
2. Vendor's additional staff must have a background in health care administration, nursing, medical information, or legal administration and must possess a minimum of two (2) years of professional experience in overpayment investigation/detection or a related field that demonstrates expertise in reviewing, analyzing, and developing information and making appropriate decisions.
3. Vendor must provide the following in regard to its proposed staffing personnel:
  - a. Organizational chart that shows the proposed number of staffing for each scope of work and level of authority and the time commitments of each staff (full-time/part-time);
  - b. Description of responsibilities for all proposed staff, including the names and title, working with this contract. Any updates/changes/replacements will be made with the approval of Medicaid.

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

## **III. Scope of Work**

### **General Overview of Work**

This RFP includes a variety of both automated and manual TPL activities. Vendors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP. All proposals must be consistent with current Alabama Medicaid policies and limitations for covered services, provider types, state plan benefits, and federal and state law. All activities should augment current Medicaid processes and must not duplicate Alabama Medicaid's work effort. The components and services required for this proposal are described in III.,A. through III., J. The scope of work the State is requesting is as follows:

## **A. Identification of Health Insurance Coverage**

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

1. Routine and scheduled data matching with top commercial insurance carriers, including pharmacy benefit managers (PBMs).
2. Federally required and non-routine matches to identify new commercial insurance coverage, including but not limited to:
  - a. Workman's Compensation to identify recipients obtaining benefits for which Medicaid needs to cost-avoid the payment of medical claims;
  - b. An annual data match with the Military's Defense Enrollment Eligibility and Reporting System (DEERS) to identify recipients with Tricare or Champ VA and their dates of coverage;
  - c. Follow-up on insurance leads from Medicaid's State Wage match with the Alabama Department of Labor. Identify working recipients or caretakers of recipients who have or could have access to employer-based insurance.
3. Insurance leads resulting from the processing of medical records requests as described in Section III., C.,2.
4. Utilizing a daily extract file from Medicaid's MMIS and performing daily data matching on new Medicaid eligibles with top commercial insurance carriers.
5. Provide add files (daily, monthly, and quarterly) of new insurance coverage to Medicaid's MMIS Fiscal Agent for loading onto Medicaid's commercial insurance policy file.
6. Quarterly update file, with coverage start and end dates, to ensure that all policy information, utilized in the processing of claims, is available for cost-avoidance in Medicaid's MMIS system. Medicaid's staff may perform termination updates manually. Verification of coverage known to the MMIS system is not required under this scope of work.

## **B. Medical Support Enforcement**

Vendor must describe its work plan and capability for performing specific functions to support the medical support enforcement efforts between Alabama Medicaid and the Alabama Department of Human Resources (DHR), the State's Child Support Enforcement Agency. Minimum services needed:

1. Identify (via data matches, surveys to employers, etc.) insurance coverage or access to coverage with absent parents of Medicaid recipients who have been court ordered to provide medical coverage. This function will require the sharing of data and coordination with DHR to identify cases where medical support is ordered.
2. Provide new coverage add files to Medicaid's MMIS Fiscal Agent for loading onto Medicaid's policy file.
3. Identify unfulfilled medical support orders to refer to DHR.

4. Provide a monthly and an annual data file to DHR of all Medicaid eligible children. Monthly data will include Medicaid eligibility and household data, insurance information, and aggregate Medicaid paid claims data.
5. Participate in any meetings with Medicaid and DHR to identify additional opportunities for further medical support enhancements.

### **C. Casualty Recovery**

Vendor must describe its work plan and capabilities for performing specific functions, within a Montgomery office (Section III.,K.,2.), in order to identify, track and pursue subrogation recovery of Medicaid funds from casualty and litigation related cases (including cases involved in mass tort/global settlements), including but not limited to:

1. Federally required matches to identify new casualty cases:
  - a. Alabama Department of Public Safety traffic accident reports.
  - b. Workman's Compensation leads, received by Medicaid from the Alabama Department of Labor, to identify recipients obtaining benefits for which Medicaid may have subrogation rights will be forwarded to Vendor for follow up.
2. Process medical record requests within five (5) business days of receipt from providers, attorneys, insurance companies, and recipients to identify potential casualty cases. Alabama has an administrative rule that requires providers to notify Alabama Medicaid when releasing medical or claims records outside of permitted circumstances. (See Administrative Code Rule No. 560-X-20-.05). Vendor will be required to send a response back to the initiator of these requests within five (5) days. Medical record requests are a major source for new casualty recovery leads.
3. Perform diagnosis and trauma code editing and follow-up activities on such claims, that adhere to the Alabama State Plan, Attachment 4.22-B, threshold of \$150, to identify legally liable third parties that need to be tracked for recovery so that the State will meet 42 CFR 433.138 requirements.
4. Vendor's Montgomery office will set up casualty cases when appropriate and track to completion.
5. Montgomery office staff will take action to identify Medicaid claims that will be assigned to the case and determine the initial value amount owed to Medicaid within Medicaid's guidelines and 30-day turnaround requirements.
6. If an attorney or insurance company requests information regarding an established case, including updates to the subrogation amount, Montgomery office staff will provide a formal response to the requestor, with the requested information, within five (5) business days.
7. The Montgomery office will be responsible for monitoring active cases and will re-evaluate/update every 90 days until a settlement is reached. Respond to all inquiries within one (1) business day. Medicaid will keep record of all valid complaints regarding a lack of compliance.
8. File claims with attorneys or insurance companies and facilitate settlement negotiations, when appropriate, and in accordance with Medicaid procedures.
9. In order for Medicaid to meet all deadlines for legal proceedings (eg. hearings, court dates, etc.), Vendor must be able to date stamp each legal document (eg. subpoena, order to appear, notice of electronic filing, etc.) and forward said document to Medicaid within three (3) business days of receipt.

10. Provide State staff with access to Vendor's case tracking system that will identify the stage of progression for each casualty recovery case being worked by Vendor. Agency staff must have electronic access to any/all documents associated with each casualty recovery case. They must have the ability to add case notes to the case tracking system as well.
11. Provide daily automated updates to the MMIS Fiscal Agent on casualty cases that are performed by Vendor. Updates to the MMIS shall be provided in a separate file extract in a format approved by the State. Error reports generated by this process must be monitored and necessary corrections made within five (5) business days of the date of the reports.
12. Provide to Medicaid a monthly report containing subrogation case inventory, aging, case values, payments collected, and outstanding balances.

#### **D. Special Needs Trusts (SNTs)**

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

##### Minimum services needed are:

1. Maintain a database of identified SNTs that belong to Alabama Medicaid recipients and provide State staff with access to the Vendor's database. The Vendor must also submit SNT case file data and updates to the MMIS TPL subsystem on a weekly basis. Error Reports generated by this process must be monitored and necessary corrections made within five (5) business days of the date of the reports.
2. Review trust documents to verify compliance with requirements of Federal and State law and Medicaid policies and provide Medicaid with a final copy.
3. Coordinate with Medicaid on any issues identified with a SNT.
4. Conduct outreach with elder law attorneys, banks, casualty attorneys and other entities who assist with a settlement and/or are involved in the setting up of a trust.
5. Correspond with recipient sponsors and other individuals associated with a SNT.
6. Annually monitor SNT expenditures to ensure that distributions are made in accordance with the rules set forth in the Social Security Administration's Program Operations Manual System (POMS), and official Medicaid Agency policy regarding distributions from Special Needs Trusts.
7. Answer questions regarding appropriate SNT expenditures and disbursements.
8. Provide an attorney, with expertise in this scope of work, to give legal guidance on an as-needed basis.

#### **E. Credit Balance Audits**

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

#### **F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System**

Vendor will perform supplemental billing, augmenting current Medicaid MMIS processes. Vendor must describe its work plan and capability for performing recovery billings, rebillings, and recoupments of identified Medicaid paid claims that are covered by a liable third party. The work plan should include

Vendor's ability to submit claims to insurance carriers as approved by Medicaid, post payments to an accounts receivable (AR) system, and process explanation of benefit codes from various insurance carriers. The Vendor must provide State staff with access to Vendor's AR system, as well as provide Medicaid with monthly AR reports of billings, payments and outstanding balances. The Vendor will be required to submit monthly AR posting files to Medicaid's Fiscal Agent to ensure that the MMIS captures and reports collections obtained by Vendor. The work plan must include Vendor's ability to coordinate with the MMIS Vendor so that duplication of effort does not occur.

### **G. TPL Follow-Up Unit for Carrier Engagement**

Vendor must describe its work plan and capability for performing follow-up to denied or under processed claims with third party insurance. The work plan should include Vendor's ability to challenge the denial or lack of payment when it appears that claims should have been paid by the insurance carrier. Vendor will report to Medicaid statistical data regarding commercial billing recoveries and will analyze explanation of benefits data to identify any trends in which carriers are denying claims, or delaying the payment of claims, submitted by the State solely for procedural reasons (e.g., on the basis of the date of submission of the claim, the type or format of the claim form, or a failure to present proper documentation at the point-of-sale that is the basis of the claim).

### **H. Health Insurance Premium Payments (HIPP)**

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

### **I. Long Term Care (LTC) Financial Audits**

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

### **J. Recommend Enhancements to Alabama's Third-Party Functions**

Medicaid would like the Vendor to provide details of other services that they are able to provide that could enhance Medicaid's third-party functions (and that are not already referenced as a need in this RFP). The Vendor must describe its capabilities for identifying areas that could be improved, describe its work plan, and provide a price for each enhancement proposed.

### **Program Requirements**

### **K. Contractor Responsibilities After Award**

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

2. The Contractor must maintain a non-residential business office within the city limits of Montgomery, AL for each term of this contract. The Project Director, Team Leader(s), and Project Team Members must work from this office and be 100% designated to Alabama Medicaid projects, except for staff working exclusively on data match processes and/or insurance carrier recoveries. Contractor shall provide office space designated for State staff site visits. The Montgomery office must be used as the Contractor's published physical address. A post office box may be utilized for receiving correspondence pursuant to this Contract. Medicaid's access to all documentation maintained in hard copy by Contractor must be available at Contractor's Montgomery office. Contractor must provide the address of the Montgomery office no later than (30) calendar days from the effective date of this Contract.
3. Provide a system for effective communication with a variety of entities including but not limited to employers, providers, recipients, personal representatives, attorneys, and insurance carriers. This communication must include toll-free numbers, routed to Project Team Members in the Montgomery office, to provide timely responses for medical record requests, inquiries/requests related to casualty cases and HIPAA. The toll-free lines must be operable and staffed from 8:00 a.m. - 5:00 p.m. CST, Monday through Friday (excluding State-observed holidays) and must include enough lines to meet the demand for the services to be provided.
4. The Contractor's Project Director and Team Leader(s) must be available and prepared to meet with Medicaid staff and other individuals as considered necessary for the discussion of the contract requirements. The Project Director and Team Leader(s) must also be prepared to answer pertinent inquiries regarding the program, its implementation, and operation. Meetings between the representatives of the Contractor and Medicaid shall be on an as-needed basis throughout the implementation phase and on (at least) a monthly basis, or as otherwise required by Medicaid during the operations phase.
5. Ensure that all data reports and files prepared by the Contractor are accurate and complete and contain the appropriate fields used to accurately update the MMIS system. Any errors must be corrected by the Contractor at no cost to Medicaid.
6. Contractor must create and maintain an account in the State of Alabama Accounting and Resource Systems (STAARS) so that payments to the Contractor are made through Electronic Funds Transfer (EFT). Registration must be completed no later than (30) calendar days from the effective date of this Contract.
7. Submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that a provider does not challenge or that have completed the administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor).
8. Establish and maintain an accounting system in accordance with generally accepted accounting procedures. The Contractor must provide State staff with access to the Contractor's AR system, as well as provide to Medicaid monthly AR reports of billings, payments, and outstanding balances. The Contractor's accounting system must warrant that individual accounts receivable postings, to claim detail reports, will be within 98% accuracy. Any errors must be corrected by the Contractor at no cost to Medicaid.
9. The Contractor will be required to assist in the eventuality of an audit by any Federal or State authority.
10. The Contractor shall pay all expenses incurred in the performance of its duties under this contract.
11. To avoid delays in the identification and/or recovery processes, the Contractor shall be responsible for accommodating any changes in the file format/extracts as provided by the State and/or MMIS Fiscal Agent.

12. The Contractor must be sure that materials for use by recipients are to be developed in accordance with state and federal guidelines, including information as required in 42 C.F.R. §§ 438.10. All recipient materials, including subsequent updates and changes, must be sent to the Agency at least forty-five (45) calendar days prior to intended publication or dissemination to recipient for review and approval.

## **L. Deliverables and Reporting**

1. First reports are due thirty (30) days after the contract start date. Full interfacing, operational and functioning programs are expected within sixty (60) days.
2. Prepare reports as necessary for use as requested by Medicaid. Such reports shall include proposed recovery amounts, overall savings impact, and other pertinent information and will include any ad hoc reports as requested by Medicaid in relation to the TPL recovery program, casualty recovery program, and all other recovery projects performed by the Contractor.
3. Warrant that general reports produced are consistently accurate. Any errors reported by the Fiscal Agent must be corrected by the Contractor at no cost to Medicaid.
4. Provide reports to Medicaid regarding receipt of monies which permits required posting of accounts. Reports shall contain all pertinent information to allow Medicaid to update the MMIS with accurate billing and payment information. Medicaid and Contractor will determine the time-frames necessary for reporting based on the scope of work.
5. Specific reports required (but not limited to) by the Contractor for the TPL services listed in Sections III.,A. through III.,J. include:
  - a. Contractor must maintain daily logs of received medical records requests;
  - b. Monthly Data Match Progress Reports. Narrative reports by Carrier specifying benchmarks, problems, and proposed solutions;
  - c. Monthly Report of cost avoided claims and savings for Pharmacy and Medical which can be separated out by type if necessary;
  - d. Detailed Report of Actual Recoveries, including date of check receipt, client name, Medicaid ID number, carrier, and date check was sent to Medicaid. This information should balance to the checks delivered to Medicaid. If any unidentified payments remain as of a given date, they shall be included on the report. This report is due to Medicaid with the submission of the monthly posting files and invoices;
  - e. Annual Report of Collections. This report must include the total amount billed and recovered, percentage of recovery, and number of claims involved. These totals should not be duplicative;
  - f. Monthly Accounts Receivable Summaries must be available to Medicaid upon request. Report by carrier, detailed claims billed, detailed claims and dollars paid, detailed claims and dollars outstanding, percentage of claims paid for initial and re-billings, with appropriate totals;
  - g. Newly Identified Resources by Carrier. Verified data match results by carrier indicating number of recipients with newly identified coverage by type of coverage, due within thirty (30) days of match completion. A summary of the data, including totals by carrier, must be provided with the report;

- h. Newly Identified Resources by Source of Match. Verified data match results from the Federally required matches referenced under Section III.,A.: Workman's Compensation, traffic accident reports match, and the State Wage Match must be provided when matches are available to Medicaid. Reports should indicate the number of recipients with newly identified coverage due within thirty (30) days of match completion;
- i. Comprehensive Recovery Report by Carrier. This will be a detailed report produced after all significant recoveries have been effected which will specify recoveries billed and paid, claims by procedure code, diagnosis, and place of service. The TPL Follow-Up Unit for Carrier Engagement will analyze this data to identify any carriers that are denying claims for procedural reasons;
- j. Monthly Report of Recoveries. This report must include the total amount billed and recovered, and the number of unduplicated claims;
- k. Monthly health insurance status report that includes the number of newly identified and verified health insurance segments;
- l. Monthly Report of Medical Support Enforcements that includes the number of newly identified and verified health insurance segments and the number of referrals made to DHR for enforcement of an existing court order;
- m. Reports required for the coordination of medical support enforcement enhancements between Medicaid and DHR;
- n. Monthly report of casualty recovery cases identified through diagnosis and trauma code editing as required in 42 CFR 433.138;
- o. Monthly casualty status report that includes the subrogation case inventory, cases added and closed, aging, case values, payments collected, and outstanding balances;
- p. Monthly credit balance audit status report identifying providers for audit and the identified claims for recovery;
- q. The Contractor must have the ability to provide Quarterly and Year-to-Date Reports of any of the above reports by calendar year and by fiscal year when requested;
- r. Ad Hoc reports for Alabama Legislative Sessions and Budget Sessions and other required meetings;
- s. Semi-monthly HIPP funding files to Medicaid for the processing of HIPP payments and a monthly file to Medicaid's Fiscal Agent to update the TPL information on the MMIS with HIPP identifiers.
- t. Monthly status report of active and terminated HIPP cases that includes HIPP expenditures for the month and monthly cost savings.

## **M. Information Technology and Systems Requirements**

The Contractor shall assure seamless coordination between other systems including, but not limited to the State's fiscal agent, ERISA health plans, Third Party Administrators (TPAs), Pharmacy Benefit Managers, and Decision Support System. The Contractor must meet deadlines for system changes and/or upgrades by the State and/or MMIS Fiscal Agent or face penalties as defined in Section III.,O. Performance Guarantees. The Contractor must have the capacity (hardware, software, and personnel) sufficient to fully manage and report on the project described in this RFP. The Contractor's information system must ensure system linkage throughout all Contractor departments and include a scalable database repository that supports large



data sets and exponential growth in total database size over the life of the contract. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

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

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

## **N. Requirements of Proposals**

### **General Overview**

General proposal requirements are addressed in Section III., Program Requirements K. through M. and in Appendix A of this RFP. Vendor proposals for the services described in Sections III.,B. through III.,J. shall consist of two parts: a technical proposal and a cost proposal. The specific contents for these proposals are addressed in Sections III.,N., Contents of Technical Proposal and Contents of Cost Proposal.

Contents of a proposal for additional services should include a clear description of the services being offered by Vendor and must address all costs associated with providing each additional service: implementation costs, fixed fees, contingency fees, and/or transaction fees. Any additional services selected by Medicaid will be paid in accordance with the proposal specifications. The pricing for any additional services should be submitted as a separate cost proposal attachment.

### **Contents of Technical Proposal**

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

1. A description of the Vendor's understanding of the statement of work.
2. A comprehensive description of the methodology that Vendor will utilize to meet the scope of work. This description must include the following:
  - a. Provide the process and methodology for identifying and reporting the existence of third-party coverage;
  - b. Provide the process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third-party resources are available;
  - c. Provide the process and methodology for identifying provider payments received from Medicaid where third-party payments were also paid on the same claim;
  - d. Provide a comprehensive description of other proposed systems and/or cost saving and recovery projects including both automated and administrative functions;
  - e. A detailed methodology for both transition and continued operation to be used if the State assigns to Vendor the responsibility of the casualty recovery program and any other third-party resource maximization programs;
  - f. The Vendor's deadlines for contract deliverables.

- **Do not enter any cost information in the Technical Proposal.**

### **Contents of Cost Proposal**

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

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

- **Do not enter any technical information in the Cost Proposal.**

## O. Performance Guarantees

PERFORMANCE MEASUREMENT	STANDARD	GUARANTEES AND PENALTIES
<p><b><u>Casualty</u></b> Contractor must establish a recovery case file and update case activities on the MMIS TPL subsystem. System generated Error Reports must be reviewed and appropriate corrections made.</p>	<p>Pursuant to RFP Section III.,C.,11., [Contractor must] “Provide daily automated updates to the MMIS Fiscal Agent on casualty cases that are performed by the Contractor. Updates to the MMIS shall be provided in a separate file extract in a format approved by the State. Error Reports generated by this process must be monitored and necessary corrections made <b><u>within five (5) business days</u></b> of the date of the reports.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$500 penalty every 30 calendar days the deficiencies are not in compliance with the timeline agreed upon in the Contractor's corrective action plan. Agency may withhold 50% of the total contingency fee stated on the monthly invoice for any error report not worked within five (5) business days of the date of the report.</p>
<p><b><u>Casualty</u></b> Contractor must maintain a customer service unit, within the Montgomery office, that will adequately and timely respond to medical record requests, casualty case inquiries, telephone calls and correspondence.</p>	<p>Pursuant to RFP Section III.,C.,2., [Contractor must] “Process medical record requests <b><u>within five (5) business days</u></b> of receipt from attorneys, insurance companies, and recipients in order to identify potential casualty cases.” A timely response for phone calls and inquiries is <b><u>within one (1) business day</u></b>.</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to correct deficiencies will be subject to a \$500 penalty every 30 calendar days the deficiencies are not in compliance with the timeline agreed upon in the Contractor's corrective action plan.</p>
<p><b><u>Casualty</u></b> Contractor must establish and process a Medicaid subrogation case within thirty (30) days of first notice that a claim exists.</p>	<p>Pursuant to RFP Section III.,C.,5., [Contractor must] “Take action to identify Medicaid claims that will be assigned to the case and determine the initial value amount owed to Medicaid within Medicaid’s guidelines and</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as</p>

	<p><b><u>(30) day turnaround</u></b> requirements.” Compliance requires that a minimum of <b><u>98%</u></b> of the caseload, confirmed by monthly reporting, meets this standard.</p>	<p>well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor’s invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><b><u>Casualty</u></b> Contractor must monitor active casualty cases and re-evaluate/update <b><u>every ninety (90) days</u></b> until a settlement is reached.</p>	<p>Pursuant to RFP Section III.,C.,7., [Contractor is responsible for] “Monitoring active cases and will re-evaluate/update <b><u>every (90) days</u></b> until a settlement is reached.” The Montgomery office will respond to all inquiries <b><u>within one (1) business day.</u></b></p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor’s invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><b><u>Casualty</u></b> In order for Medicaid to meet all deadlines for legal proceedings (eg. hearings, court dates, etc.), the Contractor must date stamp each legal document (eg. subpoena, order to appear, notice of electronic filing, etc.) and forward said document to Medicaid within <b><u>three (3) business days</u></b> of receipt.</p>	<p>Pursuant to RFP Section III.,C.,9., [Contractor must] “date stamp each legal document (eg. subpoena, order to appear, notice of electronic filing, etc.) and forward said document to Medicaid within <b><u>(3) business days</u></b> of receipt.”</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. If after thirty (30) days the corrective action has not been implemented, Medicaid will impose a \$1,000.00 penalty per future case occurrence.</p>
<p><b><u>Medicaid Qualifying Trusts: Special Needs and Pooled Trusts (Excluding Alabama Family Trusts)</u></b> Contractor must establish a recovery case file and update case activities on the MMIS TPL subsystem. All case activities must be updated</p>	<p>Pursuant to RFP Section III., D.,1., <b><u>Special Needs Trusts (SNTs)</u></b>, “Contractor must also submit SNT case file data and updates to the MMIS TPL subsystem on a <b><u>weekly basis.</u></b> Error Reports generated by this process must be monitored and necessary corrections made</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to</p>

when applicable. Contractor must ensure that system updates do not change or affect existing cases entered by Medicaid.	<b><u>within five (5) business days</u></b> of the date of the reports.”	prevent future occurrences. Failure to correct deficiencies will be subject to a \$500 penalty every 30 calendar days the deficiencies are not in compliance with the timeline agreed upon in the Contractor's corrective action plan. Agency may withhold 50% of the total contingency fee stated on the monthly invoice for any error report not worked within five (5) business days of the date of the report.
<b><u>Financial –Posting</u></b> Contractor must have and maintain an Accounts Receivable (AR) system to maintain and report recovery activities. In addition, Contractor must provide to Medicaid’s fiscal agent a monthly posting file of collections obtained by the Contractor.	Pursuant to RFP Section III.,F., “The Contractor will be required to submit monthly AR posting files to Medicaid’s fiscal agent to ensure that the MMIS captures and reports collections obtained by the Contractor.” The Contractor’s accounting system must warrant that individual accounts receivable postings, to claim detail reports, will be within <b><u>98%</u></b> accuracy. Any errors must be corrected by the Contractor at no cost to Medicaid. <b><u>Monthly posting files are due no later than the 15<sup>th</sup> of the following month.</u></b>	Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor’s invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.
<b><u>Financial –Invoicing</u></b> Contractor must submit accurate, error-free monthly invoices. Contractor will be required to correct any errors that occur with invoices prior to Medicaid making any payment.	Pursuant to RFP Section III.,K.,7., [Contractor will] “submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that a provider does not challenge or that have completed the administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor).” <b><u>Invoices are due no later than the 10<sup>th</sup> of the following month.</u></b>  All invoices for work performed by the Contractor within a fiscal year must be submitted to Medicaid prior to the year–end cut-off date. The State will provide adequate, advanced notice of each fiscal year cut-off date.	Failure to comply with this standard may result in suspension of payment of Contractor’s invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.

<p><b><u>Financial –Reporting</u></b> Contractor must submit Third Party Liability and Coordination of Benefits reports that include, but are not limited to, Contractor’s activity in relation to the operations and administration of the Third Party Liability functions. Contractor must provide separate monthly aging balance reports for insurance and casualty recoveries.</p>	<p>Pursuant to RFP Section III.,L.,5., Contractor must submit Third Party Liability and Coordination of Benefits reports that include, but are not limited to, Contractor’s activity in relation to the operations and administration of the Third Party Liability functions.</p> <p>Contractor must provide separate monthly aging balance reports for insurance and casualty recoveries. Reports are <b><u>due no later than the 15<sup>th</sup> of the month following the end of the quarter.</u></b></p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor’s invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><b><u>Commercial Insurance Adds</u></b> Contractor must submit a daily insurance add file when a data match is identified from a new Medicaid recipient daily file. A monthly insurance add file must be submitted to Medicaid’s Fiscal Agent for loading onto the MMIS TPL database. A quarterly add/update file is associated with recovery activity. Any recovery by the Contractor, based on commercial insurance, must be added to the MMIS TPL database.</p>	<p>Pursuant to RFP Section III.,A.,5., Contractor must provide add files (daily, monthly, and quarterly) of new insurance coverage to Medicaid’s MMIS Fiscal Agent for loading onto Medicaid’s commercial insurance policy file.</p> <p>Contractor must submit daily add files when coverage is identified. Monthly add files must be submitted to the MMIS Fiscal Agent <b><u>no later than the 10<sup>th</sup> of each month.</u></b> Quarterly adds/updates associated with recovery activity must be added to the MMIS <b><u>within five (5) business days</u></b> of being pursued for recovery.</p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor’s invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><b><u>Recovery Billings</u></b> Contractor must perform supplemental billing in coordination with the MMIS Contractor so that duplication of effort does not occur.</p>	<p>Pursuant to RFP Section III.,F., [Contractor must] “perform supplemental billing, augmenting current Medicaid MMIS processes.” Contractor must be able to perform recovery billings, rebillings, and recoupments of identified Medicaid paid claims that are covered by a liable third party. Contractor must submit claims to insurance carriers as approved by Medicaid, post payments to an accounts receivable (AR) system, and process explanation of benefit</p>	<p>Any valid complaint or deficiency identified to Medicaid with this standard will be brought to Contractor’s attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard, demonstrated by a significant reduction in collection activity, is subject to a \$5,000.00 per month penalty for</p>

	<p>codes from various insurance carriers. Contractor must provide Medicaid with access to Contractor's AR system and provide monthly AR reports of billings, payments and outstanding balances. Contractor will be required to <b><u>submit monthly AR posting files</u></b> to Medicaid's Fiscal Agent to ensure that the MMIS captures and reports collections obtained by Contractor. Contractor must be able to coordinate with the MMIS Contractor so that duplication of effort does not occur.</p>	<p>each month a billing file is not processed for recovery.</p>
<p><b><u>Health Insurance Premium Payments (HIPP)</u></b> Contractor must process HIPP referrals with staff working in the Montgomery office. HIPP referrals and approvals must be completed within time frames established by Medicaid.</p>	<p>Contractor must process HIPP referrals and process a determination <b><u>within thirty (30) calendar days</u></b> from date the referral is received. Determinations for COBRA coverage must be made within the required COBRA enrollment period.</p>	<p>Any deficiency identified by Medicaid with this standard will be brought to Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor's invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><b><u>Health Insurance Premium Payments (HIPP)</u></b> Contractor must provide a semi-monthly HIPP funding file to Medicaid for review by the TPL Unit for accuracy and completeness for the payment of health care premiums.</p>	<p>Pursuant to RFP Section III.,L.,5.,s. [Contractor must provide] "Semi-monthly HIPP funding files to Medicaid for the processing of HIPP payments." Semi-monthly HIPP funding files must be submitted to Medicaid <b><u>by 10:00AM on Thursday</u></b> in order for Medicaid to complete a financial payment voucher for the following Monday. Once Contractor receives funding from Medicaid, Contractor must <b><u>process HIPP payments within two (2) days.</u></b></p>	<p>Any deficiency identified by Medicaid with this standard will be brought to the Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor's invoiced services until which time Contractor complies.</p> <p>Failure to process HIPP payments within two (2) days may result in a penalty of \$5,000 for</p>

		the first offense, with an increase of \$1,000 for each additional offense.
<p><b><u>Health Insurance Premium Payments (HIPP)</u></b></p> <p>Contractor must maintain a HIPP case tracking file and provide Medicaid staff with access. In addition, Contractor must submit a monthly HIPP file to Medicaid's fiscal agent to update the TPL database with HIPP identifiers.</p>	<p>Pursuant to RFP Section III.,L.,5.,t., [Contractor must provide] "a monthly file to Medicaid's fiscal agent to update the TPL information on the MMIS with HIPP identifiers."</p> <p>Contractor must submit a monthly HIPP file to the MMIS fiscal agent <b><u>no later than the 10<sup>th</sup> of each month.</u></b></p>	<p>Monthly management fees will be paid for those policies that have been added to the MMIS database. Any deficiency identified by Medicaid with this standard will be brought to Contractor's attention. Contractor will provide a corrective action plan detailing the reason for occurrence and the immediate resolution, as well as the implementation of controls to prevent future occurrences. Failure to comply with this standard may result in suspension of payment of Contractor's invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>
<p><b><u>State of Alabama Accounting and Resource Systems (STAARS)</u></b></p> <p><u>Contractor must create and maintain an account in STAARS so that payments to the Contractor are made through Electronic Funds Transfer (EFT).</u></p>	<p>Registration must be completed no later than <b><u>(30) calendar days</u></b> from the effective date of this Contract.</p>	<p>Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor complies.</p>
<p><b><u>Manuals</u></b></p> <p>Contractor must deliver copies of the Operations Procedures Manuals for all TPL programs and Employee Training Manuals to AMA for review, comment, and approval.</p>	<p>Contractor must deliver copies of the Operations Procedures Manuals for all TPL programs and Employee Training Manuals to AMA for review, comment, and approval <b><u>within (60) days</u></b> from the Effective date of the Contract.</p> <p>Once corrections have been made, per AMA, Contractor must deliver corrected copies of the Operations and Procedures Manuals and Employee Training Manuals for all TPL programs to AMA.</p>	<p>Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p>



	<p>The final and corrected copies of the Operations and Procedures Manuals for all TPL programs and Employee Training Manuals are to be delivered to AMA within thirty (30) days after AMA's comments, review, and approval period. The entire process must be completed <b>(90) days</b> from the Effective date of the Contract.</p>	
<p><b><u>Office Location</u></b> Contractor must maintain an office in Montgomery, AL during each term of this Contract. An office is defined as a physical address in an office park or commercial building or similar structure. A personal home office will not be sufficient to meet this requirement.</p>	<p>The Contractor must maintain a non-residential business office within the city limits of Montgomery, AL for each term of this contract.</p> <p>Contractor must provide the address of the Montgomery office no later than <b>(30) calendar days</b> from the Effective date of this Contract. All Project Team members must work from the Montgomery office, as well as all of Contractor's support staff except for staff working exclusively on data matching and insurance billing processes. Contractor shall provide office space designated for State staff site visits. The Montgomery office must also be used by Contractor as its published address for receiving correspondence pursuant to this Contract. AMA's access to all hard copies maintained by Contractor must also be available at the Montgomery office.</p>	<p>Failure to comply with this standard will result in suspension of payment of Contractor's invoiced services until which time Contractor complies. Failure to meet this standard by the end of the fiscal year may result in Contractor not receiving payment.</p> <p>Failure to comply with the Project Team members working from the Montgomery office may result in a penalty of \$1,000 for the first offense, with an increase of \$500 for each additional offense.</p>

## IV. Pricing

Vendor's response must specify a firm and fixed fee for all aspects of this RFP. The Firm and Fixed Price of each year must be stated in the RFP Cover Sheet on the first page of this document and Appendix C.

## V. General

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

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven (11) district offices throughout the state and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. The Alabama Medicaid Agency serves approximately 1,000,000 Alabama citizens each year 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](http://www.medicaid.alabama.gov).

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

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

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

## **VI. Corporate Background and References**

### **Entities submitting proposals must:**

- a. Provide evidence that the Vendor possesses the qualifications required in this RFP. 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. *All contractor and subcontractor employees must work in the continental United States.*
- b. Provide a description of the Vendor's organization, including
  1. Date established.
  2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
  3. Number of employees and resources.
  4. Names and resumes of Senior Managers and Partners in regards to this contract.
  5. A list of all similar projects the Vendor has completed within the last three years.
  6. A detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project.
  7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
  8. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
  9. Vendor's acknowledgment that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
  10. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.
- c. The contractor and sub-contractor must have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not limited to, Code of Alabama 1975, 10A-1-7.01 et seq., and shall have filed and possess a valid "Application for Registration" issued by the

Secretary of State at the time of responding to this RFP. To obtain forms for the application, contact the Secretary of State, (334) 242-5324, [www.sos.state.al.us](http://www.sos.state.al.us).

- d. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. **You may not use any Alabama Medicaid Agency personnel as a reference.**

The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract.

## VII. Submission Requirements

### A. Authority

This RFP is issued under the authority of Section 41-4-110 et. seq. of the Alabama Code and 45 CFR part 75. 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 part 75, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

### B. Single Point of Contact

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

<i>Project Director:</i>	<b>Shari Rudd</b>
<i>Address:</i>	<b>Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624</b>
<i>E-Mail Address:</i>	<b>TPLRFP@medicaid.alabama.gov</b>

### 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](http://www.medicaid.alabama.gov).

#### **D. Questions Regarding the RFP**

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

#### **E. Acceptance of Standard Terms and Conditions**

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

#### **F. Adherence to Specifications and Requirements**

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

#### **G. Order of Precedence**

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

#### **H. Vendor's Signature**

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

#### **I. Offer in Effect for 90 Days**

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

#### **J. State Not Responsible for Preparation Costs**

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

#### **K. State's Rights Reserved**

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

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;

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

## **L. Price**

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

## **M. E-Verify Memorandum of Understanding**

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

## **N. 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 Vendor 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 Vendor 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 Vendor'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 Vendor's proposal.

## **O. Proposal Withdrawal**

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

## **P. Proposal Amendment**

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

## **Q. Proposal Errors**

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

## **R. Disclosure of Proposal Contents**

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Vendor has been selected. The Vendor 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 Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL". The Vendor 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 Vendor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

## **S. Submission of Proposals**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2024-TPL-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

## **T. Copies Required**

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

## **U. Late Proposals**

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

## **V. Proposal Clarifications**

The Agency reserves the right to request clarifications with any or all Vendors 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 Vendor must put such clarifications in writing within the specified time frame.

## **VIII. Evaluation and Selection Process**

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

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

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

### **B. Determination of Responsibility**

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

### **C. Opportunity for Additional Information**

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

### **D. 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.

<b>Evaluation Factor</b>	<b>Highest Possible Score</b>
Corporate Background	25
References	10
Scope of Work	35
Key Personnel	10
Price	20
<b>Total</b>	<b>100</b>



## **F. Determination of Successful Proposal**

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

## **IX. General Terms and Conditions**

### **A. General**

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

The contract shall include the following:

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

### **B. Compliance with State and Federal Regulations**

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

### **C. Term of Contract**

The initial contract term shall be for two years effective October 1, 2024, through September 30, 2026. Alabama Medicaid shall have three, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

## **D. Contract Amendments**

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

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

## **E. Confidentiality**

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

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

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

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

## **F. Security and Release of Information**

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

## **G. Federal Nondisclosure Requirements**

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

instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

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

## **H. Contract a Public Record**

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

## **I. Termination for Bankruptcy**

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

## **J. Termination for Default**

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

## **K. Termination for Unavailability of Funds**

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

## **L. Proration of Funds**

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

## **M. Termination for Convenience**

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

## **N. Force Majeure**

Contractor shall be excused from performance hereunder for any period Contractor is prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, 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 RFP. The Contractor and Medicaid agree that each has no conflict of interest preventing the execution of this RFP or the requirements of the 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. Boycott Clauses**

In compliance with Ala. Act No. 2023-409, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

In compliance with Act 2016-312, 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 75.330 and 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 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.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

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 valid “Application of Registration” issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for an “Application for Registration”, contact the Secretary of State at (334) 242-5324 or [www.sos.state.al.us](http://www.sos.state.al.us). The “Application for Registration” showing application has been made 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. AMMIS Interface Standards**

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



## Appendix A: Proposal Compliance Checklist

### NOTICE TO VENDOR:

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

Vendor Name \_\_\_\_\_

Project Director \_\_\_\_\_

Review Date \_\_\_\_\_

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

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the specified copies of proposal 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. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	8. The Proposal includes a corporate background.
<input type="checkbox"/>	9. The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to the 2024-TPL-01 program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. The response includes (if applicable) an Application of Registration or letter/form showing the application has been made with the Secretary of State.
<input type="checkbox"/>	11. The response includes an E-Verify MOU with the Department of Homeland Security.
	<b>Acknowledgment and Comply Statements</b>
<input type="checkbox"/>	12. The proposal includes a written confirmation that the Vendor has an understanding of the Performance Guarantees listed in Section III.,O.

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

CONTRACT  
BETWEEN  
THE ALABAMA MEDICAID AGENCY  
AND  
Contractor's Name

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

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Enter Request for Proposal or Invitation to Bid (Enter Acronym for Contract Type) Number Enter RFP , dated Enter date of RFP 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 Enter Acronym for Contract Type and the price provided on the Enter Acronym for Contract Type Cover Sheet response, in an amount not to exceed Enter Not to Exceed Amount.

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is Enter Begin Date to Enter End Date.

This contract specifically incorporates by reference the Enter Acronym for Contract Type, any attachments and amendments thereto, and Contractor's response.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.

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.

In compliance with Act 2016-312, 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.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

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

Contractor Name

Alabama Medicaid Agency

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Stephanie McGee Azar  
Commissioner

Tax ID: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Chief Procurement Officer  
State Purchasing

APPROVED:

\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

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

**CONTRACT REVIEW REPORT**  
(Separate review report required for each contract)

**Contractor Information**

Name of Governmental Body or Purchasing Agency: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

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

Is Contractor a Sole Source? YES \_\_\_\_\_ NO \_\_\_\_\_ (If Yes, Attach Sole Source Approval from the Chief Procurement Officer)

Is Contractor organized as an Alabama Entity in Alabama? YES \_\_\_\_\_ NO \_\_\_\_\_

If No, is Contractor Registered with Alabama Secretary of State to do Business in Alabama? YES \_\_\_\_\_ NO \_\_\_\_\_

List the Members/Owners (e.g. John Smith) of the Contracting Entity \_\_\_\_\_

Is Contractor a minority-owned business? YES \_\_\_\_\_ NO \_\_\_\_\_ Is Contractor a woman-owned business? YES \_\_\_\_\_ NO \_\_\_\_\_

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

Is a Lobbyist/Consultant Affiliated with this Contractor OR Used to Secure this Contract? YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, Give Name: \_\_\_\_\_

**Contract Information**

Contract Number: \_\_\_\_\_ (See Fiscal Policies & Procedures Manual)

Contract Amount: \$ \_\_\_\_\_ (Put Amount You Are Asking For Today Only; See Fiscal Policies & Procedures Manual)

% State Funds: \_\_\_\_\_ % Federal Funds: \_\_\_\_\_ % Other Funds: \_\_\_\_\_ \*\*

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

Date Contract Effective: \_\_\_\_\_ Date Contract Ends: \_\_\_\_\_

Type of Contract: NEW: \_\_\_\_\_ RENEWAL: \_\_\_\_\_ AMENDMENT: \_\_\_\_\_

If AMENDMENT or RENEWAL, Complete A through C: If AMENDMENT, will it extend time? YES \_\_\_\_\_ NO \_\_\_\_\_

[A] ORIGINAL contract amount total \$ \_\_\_\_\_

[B] Contract Amount Total prior to this amendment or renewal \$ \_\_\_\_\_

[C] Contract Amount Total after this amendment or renewal \$ \_\_\_\_\_

**RFP:**

Was Contract Secured through RFP Process? YES \_\_\_\_\_ NO \_\_\_\_\_ If RFP, Answer RFP Questions Below.

Date the RFP was solicited: \_\_\_\_\_ AND Date the RFP was awarded: \_\_\_\_\_

Was Contract Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, give a brief explanation, including any statutory exemption, as to why not: \_\_\_\_\_

**RFQ:**

Was Contract Secured through RFQ Process? YES \_\_\_\_\_ NO \_\_\_\_\_ Date RFQ was solicited: \_\_\_\_\_ Date RFQ awarded: \_\_\_\_\_

Posted to Division of Construction Management Website? [http://dcm.alabama.gov/ao\\_qualifications.aspx](http://dcm.alabama.gov/ao_qualifications.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 Governmental or Agency Head \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Printed Name of Governmental or Agency Head \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Governmental or Agency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Revised 12/28/2022

**ALABAMA MEDICAID AGENCY**  
**BUSINESS ASSOCIATE AGREEMENT**

*Revised 06/2019*

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. Business Associate agrees to perform the following services for or on behalf of Covered Entity: [Enter a description below of the service(s) to be provided with sufficient detail to ensure clarity. Delete this parenthetical guidance from the document prior to execution.]
- 
- 

- 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 Agreement with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

**2.1 General Definitions**

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

**2.2 Specific Definitions**

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

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

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

**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 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, Business Associate may

- 4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as agreed to, 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 Business Associate'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 Business Associate no longer provides agreed upon services to the Covered Entity.

**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, 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 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.2 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.

**8.3** 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

\_\_\_\_\_  
Date

**Clay Gaddis**  
\_\_\_\_\_  
Printed Name

Privacy Officer  
\_\_\_\_\_  
Title

**BUSINESS ASSOCIATE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**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

**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.



KAY IVEY  
Governor

## Alabama Medicaid Agency

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

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



STEPHANIE MCGEE AZAR  
Commissioner

### MEMORANDUM

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

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

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

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

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

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

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



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(334) 242-5833

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant

Proposal

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

- 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  
EMPLOYED

ADDRESS

NAME OF PUBLIC OFFICIAL/  
PUBLIC EMPLOYEE

STATE DEPARTMENT/  
AGENCY WHERE

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

*Article 3B of Title 41, Code of Alabama 1975 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.*

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):** Enter brief contract description by and between Enter Contractor Name (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



**GOVERNOR'S ADDITIONAL CONTRACT QUESTIONS  
FOR PERSONAL AND PROFESSIONAL SERVICES CONTRACTS**

**PART I.** Mark the statutory basis for the claimed exemption from the requirement of "competitive bidding, on sealed bids, to the lowest responsible bidder," Ala. Code § 41-16-20, and any applicable requirements relating to procurement of professional services. See Ala. Code §§ 41-16-72 to -79. Then check all boxes that apply beneath the claimed exemption(s).

- ☐ **§ 41-16-20**
- ☐ **§ 41-16-21(a)**
- ☐ **§ 41-16-21(b)**
- ☐ **§ 41-16-21.1**
- ☐ **§ 41-16-21.2**
- ☐ **§ 41-16-72(1) (attorneys)**
  - ☐ Litigation (Hourly)
    - ☐ DAG appointment letter attached
    - ☐ Governor's rate approval letter attached
  - ☐ Litigation (Contingency Fee)
    - ☐ DAG appointment letter attached
    - ☐ Written determination attached as required by § 41-16-72(1) f.2.
    - ☐ Fee within limits prescribed by § 41-16-72(1)f.3. or AG's written authorization for exceeding limits is attached
    - ☐ AG's standard contract addendum attached per § 41-16-72(1)f.7.
- ☐ Non-litigation - Justification letter attached for not using in-house counsel or AG
- ☐ **§ 41-16-72(1)(d) (experts)**
- ☐ **§ 41-16-72(2) (physicians)** – Provider selected from AMLC list
- ☐ **§ 41-16-72(3) (architects, engineers, etc.)**
  - ☐ RFP or other notice of need for professional services was widely disseminated to the professional community in a full and open manner
  - ☐ The contract fees are within the approved fee schedule
- ☐ **§ 41-16-72(4) (other professional: \_\_\_\_\_)**
  - ☐ Proposals were solicited from providers on list obtained from Purchasing Division
  - ☐ Fees of selected provider do not exceed lowest qualified proposal by 10% or more
  - ☐ If fees exceed lowest qualified proposal by 10%, justification letter is attached
- ☐ **§ 41-16-72(7) (exempted agencies)**
- ☐ **§ 41-16-74 (GSA provider)**
- ☐ **§ 41-16-75 (sole source provider)**
  - ☐ No other goods or services can meet the needs of the agency, and no other vendor offers substantially equivalent goods or services that can accomplish the purposes of this contract
  - ☐ Detailed justification/explanation letter attached
  - ☐ Written approval from Purchasing Director or Finance Director attached
- ☐ **§ 41-16-78 (other exemptions/exceptions)**

Questions about this form and any suggestions for revisions may be sent to the Governor's Legal Office (334) 242-7120 or [teresa.lee@governor.alabama.gov](mailto:teresa.lee@governor.alabama.gov)

**PART II.** Complete this section **ONLY** if contract was awarded by RFP or RFQ. **Check all that apply.**

- ☐ Solicitation was posted to online database as required by § 41-4-66.
- ☐ The solicitation was distributed to how many providers?
- ☐ The agency received responses/proposals from how many providers?
- ☐ Explanation of how proposals were evaluated:

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**PART III.** Complete this section **ONLY** if contract is for **IT (Information Technology) related services.**

- ☐ Contract is for professional services such as IT consulting or custom software/system design and development, not for off-the-shelf software or off-the-shelf cloud-based product.
- ☐ Written approval of OIT attached per § 41-4-285

If exemption from OIT approval is claimed, please explain basis:

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**PART IV.** Complete this section **ONLY** if contract is for **personal services** (employer-employee relationship).

- ☐ Approved by State Personnel Department or its Board in accordance with Section 5-5 of the State of Alabama Fiscal Policy and Procedures Manual

**PART V. COMPLETE THIS SECTION FOR ALL CONTRACTS.**

- ☐ Contract is limited to personal/professional services; any goods provided in conjunction with contract have been purchased by competitive bid in accordance with § 41-16-20.
- ☐ Contract does not contain a waiver of sovereign immunity.
- ☐ Contract does not require the state to indemnify.
- ☐ Contract contains all required clauses:
- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Early termination clause on page:              | <u>RFP Pg</u>               |
| <input type="checkbox"/> Alternative Dispute Resolution clause on page: | <u>RFP Pg</u>               |
| <input type="checkbox"/> Merit System Exclusion clause on page:         | <u>                    </u> |
| <input type="checkbox"/> Beason-Hammon (immigration) clause on page:    | <u>Contract Amendment</u>   |
| <input type="checkbox"/> No-boycott (i.e. free trade) clause on page:   | <u>Contract Pg 1</u>        |
- ☐ Disclosure statement required by § 41-16-82 is attached (or contract is for \$5,000 or less).

**I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge.**

\_\_\_\_\_  
**Agency/Department Head**

## Appendix C: Cost Proposal

### Note:

The Contractors must fill in Column B: Percentage/Rate.

There are two types of fees for the Cost Proposal:

1. Set Fees notated by dollar symbols (\$), and
2. Contingency Fees notated by percentage symbols (%).

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

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via <u>monthly</u> data matching)	24,000		
2	Major Medical - Active TPL Add (via <u>daily</u> data matching)	6,000		
3	Major Medical - Inactive TPL Add	12,000		
4	Major Medical – TPL Update	6,000		
5	Pharmacy – Active TPL Add (via <u>monthly</u> data matching)	24,000		
6	Pharmacy – Active TPL Add (via <u>daily</u> data matching)	6,000		
7	Pharmacy – Inactive TPL Add	4,500		
8	Pharmacy – TPL Update	4,500		
9	Dental - Active TPL Add	4,000		
10	Dental - Inactive TPL Add	500		
12	Medicare Supplement - Active TPL Add	1,000		
13	Medicare Supplement - Inactive TPL Add	200		
14	Medicare Supplement – TPL Update	100		
	<b>Total Policy Adds/Updates</b>			

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
15	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	\$22,000,000		
16	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	\$5,000,000		
17	Credit Balance Audits - Fee as a percentage of recoveries	\$1,500,000		
19	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	8,400		
20	Long Term Care Financial Audits – Audit fee per facility	24		
21	TPL Follow UP Unit - Fee as a percentage of recoveries	\$1,000,000		
22	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200		
	<b>Grand Total (Recoveries and Policy Adds/Updates)</b>			
* Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.				

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



## State of Alabama Solicitation

<b>Solicitation</b> RFP 062 24000000071	<b>Document Phase</b> Final	<b>Document Description</b> Third Party Liability Services
<b>Procurement Folder</b> 1921401	<b>Creation Date</b> 02/23/24	<b>Print Date</b> 02/26/24

## Request for Proposals

### CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Info RFP	RFP@medicaid.alabama.gov	334-353-3785
Issuer:	Info RFP	RFP@medicaid.alabama.gov	334-353-3785
Buyer:	Info RFP	RFP@medicaid.alabama.gov	334-353-3785

Bids will be accepted from: 03/05/24  
to: 04/26/24

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures  
Should be Directed To The Buyer Contact Listed Above.

### COMMODITY INFORMATION

Group: 1 Line: 1 Line Type: Service  
Commodity Code: PRF13 Quantity:  
Commodity Description: FINANCIAL SERVICES Unit:  
Extended Description:  
FINANCIAL SERVICES

### SHIPPING AND BILLING

<b>Shipping</b> Medicaid Headquarters Shipping 501 Dexter Avenue Montgomery, AL 36104  <b>Delivery Date:</b>	<b>Billing</b> ,  <b>Delivery Type:</b>
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### COMMODITY INFORMATION

Group: 1 Line: 2 Line Type: Service  
Commodity Code: PRF15 Quantity:  
Commodity Description: MEDICAL/HEALTH SERVICES Unit:  
Extended Description:

**SHIPPING AND BILLING****Shipping**

Medicaid Headquarters Shipping  
501 Dexter Avenue  
Montgomery, AL 36104

**Billing**

,

**Delivery Date:****Delivery Type:****COMMODITY INFORMATION****Group:** 1**Line:** 3**Line Type:** Service**Commodity Code:** PRF17**Quantity:****Commodity Description:** INSURANCE AND INSURANCE SERVICES,**Unit:****Extended Description:**

FINANCIAL SERVICES

**SHIPPING AND BILLING****Shipping**

Medicaid Headquarters Shipping  
501 Dexter Avenue  
Montgomery, AL 36104

**Billing**

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**Delivery Date:****Delivery Type:****COMMODITY INFORMATION****Group:** 1**Line:** 4**Line Type:** Service**Commodity Code:** PRF19**Quantity:****Commodity Description:** MANAGEMENT SERVICES**Unit:****Extended Description:**

FINANCIAL SERVICES

**SHIPPING AND BILLING****Shipping**

Medicaid Headquarters Shipping  
501 Dexter Avenue  
Montgomery, AL 36104

**Billing**

,

**Delivery Date:****Delivery Type:****COMMODITY INFORMATION**

Group: 1

Commodity Code: PRF34

Commodity Description: OTHER

Extended Description:

Line: 5

Line Type: Service

Quantity:

Unit:

FINANCIAL SERVICES

SHIPPING AND BILLING

Shipping

Medicaid Headquarters Shipping

501 Dexter Avenue

Montgomery, AL 36104

Delivery Date:

Billing

,

Delivery Type:

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## **Request for Proposal Standard Terms and Conditions**

### **1. Authority**

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

### **2. Prohibited Contacts; Inquiries regarding this RFP**

From the Release Date of this Request for Proposal (hereafter referred to as 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 after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

### **3. Nonresponsive Proposals**

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

### **4. Changes to RFP; Changes to 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.

### **5. Expenses of Proposal**

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

### **6. Rejection of Proposals**

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

### **7. The Final Terms of the Engagement**

Issuance of this RFP in no way constitutes a commitment by the State 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



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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State 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.

## **8. Choice of Law; Venue**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

## **9. Not to Constitute a Debt of the State**

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

## **10. Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

## **11. Non-appropriation of funds**

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

## **12. Open Trade/No Boycott**

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to 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.

## **13. Dispute Resolution**

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

#### **14. Cancellation**

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

#### **15. Sales Tax Exemption**

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### **16. No Indemnification**

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

#### **17. Foreign Corporation – Alabama Secretary of State Registration**

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

#### **18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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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.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any 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.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

## **19. Conflict of Law**

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

## **20. Disclosure Statement**

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

## **21. Certification Pursuant to Act No. 2006-557**

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

## **22. Supplier Qualifications**

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

## **23. Pricing**

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

## **24. Product Delivery, Receiving and Acceptance:**

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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

## **25. Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

## **26. Late Payments**

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

## **27. Electronic Payments**

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

## **28. Supplier Registration**

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

## **29. Internet Website Links**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

## **30. Solicitation Responses and Results**

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

## **31. Exception to Terms and Conditions**

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

## **32. Intent to Award**

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The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

### **33. Confidentiality**

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

### **34. Click Wrap**

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

### **35. Assignment**

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

### **36. Debarment and Suspension**

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

### **37. Merit System Exclusion**

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

	Document Phase	Document Description	Page 10
24000000071	Final	Third Party Liability Services	Total Pages: 12

### **38. Severability**

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

### **39. Volume of Business**

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

### **40. Waiver**

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

### **41. Legislative Contract Review Committee**

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. of the 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 <https://alison.legislature.state.al.us/contract-review>. 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.

### **42. Compliance with Ala. Act No. 2023-409.**

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

	Document Phase	Document Description	Page 11
24000000071	Final	Third Party Liability Services	Total Pages: 12

Revised 08/31/2023

	Document Phase	Document Description	Page 12
24000000071	Final	Third Party Liability Services	Total Pages: 12

ATTENTION: Alabama Medicaid intends to post Third Party Liability Services specifications document by the close of business on 03/05/2024, to the Alabama Medicaid website at: [http://www.medicaid.alabama.gov/CONTENT/2.0\\_newsroom/2.4\\_Procurement.aspx](http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx)

All questions concerning this RFP must be directed to: [TPLRFP@medicaid.alabama.gov](mailto:TPLRFP@medicaid.alabama.gov)



**Amendment 1 to RFP 2024-TPL-01**

**04/09/2024**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: RFP 2024-TPL-01. THIS AMENDMENT MUST BE INCLUDED IN THE VENDOR'S RESPONSE AND MEET THE REQUIREMENTS AS DEFINED IN THE RFP.

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

**1. II. General Vendor Requirements, Section A. Identification of Health Insurance Coverage, Subsection 1, page 10, changed as follows:**

*Currently Reads as:*

Routine and scheduled data matching with top commercial insurance carriers, including pharmacy benefit managers (PBMs).

*Revised as:*

Routine and scheduled data matching with ~~top~~ commercial insurance carriers, including pharmacy benefit managers (PBMs).

**2. III. Scope of Work, N. Requirements of Proposal, Contents of Technical Proposal, pages 17-18, changed as follows:**

*Currently Reads as:*

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

1. A description of the Vendor's understanding of the statement of work.
  2. A comprehensive description of the methodology that Vendor will utilize to meet the scope of work. This description must include the following:
    - a. Provide the process and methodology for identifying and reporting the existence of third- party coverage;
    - b. Provide the process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third-party resources are available;
    - c. Provide the process and methodology for identifying provider payments received from Medicaid where third-party payments were also paid on the same claim;
    - d. Provide a comprehensive description of other proposed systems and/or cost saving and recovery projects including both automated and administrative functions;
    - e. A detailed methodology for both transition and continued operation to be used if the State assigns to Vendor the responsibility of the casualty recovery program and any other third-party resource maximization programs;
    - f. The Vendor's deadlines for contract deliverables.
- **Do not enter any cost information in the Technical Proposal.**

*Revised as:*

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

1. A description of the Vendor's understanding of the statement of work.
  2. A comprehensive description of the methodology that Vendor will utilize to meet the scope of work. This description must include the following:
    - a. Provide the process and methodology for identifying and reporting the existence of third-party coverage;
    - b. Provide the process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third-party resources are available;
    - c. Provide the process and methodology for identifying provider payments received from Medicaid where third-party payments were also paid on the same claim;
    - d. Provide a comprehensive description of other proposed systems and/or cost saving and recovery projects including both automated and administrative functions;
    - e. A detailed methodology for both transition and continued operation to be used if the State assigns to Vendor the responsibility of the casualty recovery program and any other third-party resource maximization programs;
    - f. The Vendor's deadlines for contract deliverables.
- **Do not enter any cost proposal information in the Technical Proposal Cost.**

Vendor's Technical Proposal cost must be submitted in the format shown in RFP Appendix C and the RFP Cover Sheet. Appendix C must be signed by an individual authorized to bind the Vendor. Any technical proposal cost submitted in any other format may be rejected on that ground alone.

**3. VIII. Evaluation and Selection Process, F. Determination of Successful Proposal, page 33, changed as follows:**

Currently Reads as:

The Vendor 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 Vendor'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 all Vendors.

Revised as:

The Vendor 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 Vendor'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 all Vendors.~~

The Commissioner will review the Committee's recommendation as well as the Vendor's past performance under previously awarded contracts, if applicable. The Vendor whose proposal is determined by the Commissioner to be in the best interests of the State will be recommended as the successful contractor. When the final approval is received, the State will notify the selected Vendor. If the State rejects all proposals, it will notify all Vendors.

**4. Appendix C, Cost Proposal, page 59-60, changed as follows:**

Currently Reads as:

## Appendix C: Cost Proposal

**Note:**

The Contractors must fill in Column B: Percentage/Rate.

There are two types of fees for the Cost Proposal:

1. Set Fees notated by dollar symbols (\$), and
2. Contingency Fees notated by percentage symbols (%).

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

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via <b>monthly</b> data matching)	24,000		
2	Major Medical - Active TPL Add (via <b>daily</b> data matching)	6,000		
3	Major Medical - Inactive TPL Add	12,000		
4	Major Medical – TPL Update	6,000		
5	Pharmacy – Active TPL Add (via <b>monthly</b> data matching)	24,000		

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
6	Pharmacy – Active TPL Add (via <u>daily</u> data matching)	6,000		
7	Pharmacy – Inactive TPL Add	4,500		
8	Pharmacy – TPL Update	4,500		
9	Dental - Active TPL Add	4,000		
10	Dental - Inactive TPL Add	500		
12	Medicare Supplement - Active TPL Add	1,000		
13	Medicare Supplement - Inactive TPL Add	200		
14	Medicare Supplement – TPL Update	100		
	<b>Total Policy Adds/Updates</b>			
15	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	\$22,000,000		
16	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	\$5,000,000		
17	Credit Balance Audits - Fee as a percentage of recoveries	\$1,500,000		
19	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	8,400		
20	Long Term Care Financial Audits – Audit fee per facility	24		
21	TPL Follow UP Unit - Fee as a percentage of recoveries	\$1,000,000		
22	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200		
	<b>Grand Total (Recoveries and Policy Adds/Updates)</b>			
* Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.				

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Contractor Signature

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Title

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Date Signed

Revised as:

## Appendix C: Pricing

### Technical Proposal

	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.

### Cost Proposal

**Note:**

The Contractors must fill in Column B: Percentage/Rate.

There are two types of fees for the Cost Proposal:

1. Set Fees notated by dollar symbols (\$), and
2. Contingency Fees notated by percentage symbols (%).

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

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
	Commercial policy adds(price per policy):	N/A	N/A	N/A
1	Major Medical - Active TPL Add (via <u>monthly</u> data matching)	24,000		
2	Major Medical - Active TPL Add (via <u>daily</u> data matching)	6,000		
3	Major Medical - Inactive TPL Add	12,000		
4	Major Medical – TPL Update	6,000		
5	Pharmacy – Active TPL Add (via <u>monthly</u> data matching)	24,000		
6	Pharmacy – Active TPL Add (via <u>daily</u> data matching)	6,000		
7	Pharmacy – Inactive TPL Add	4,500		
8	Pharmacy – TPL Update	4,500		
9	Dental - Active TPL Add	4,000		
10	Dental - Inactive TPL Add	500		
12	Medicare Supplement - Active TPL Add	1,000		
13	Medicare Supplement - Inactive TPL Add	200		
14	Medicare Supplement – TPL Update	100		
	<b>Total Policy Adds/Updates</b>			
15	Third Party Insurance Recoveries - Fee as a percentage of recoveries, includes: Insurance billings and recoupments.	\$22,000,000		
16	Subrogation Recoveries - Fee as a percentage of recoveries, includes: casualty and product liability settlements and litigation	\$5,000,000		
17	Credit Balance Audits - Fee as a percentage of recoveries	\$1,500,000		
19	HIPP (Health Insurance Premium Payments) Administration - Monthly management fee of Active cases	8,400		

	Description	Multiplier*	Percentage/Rate (to be completed by Contractor)	Extension (to be completed by the State)
20	Long Term Care Financial Audits – Audit fee per facility	24		
21	TPL Follow UP Unit - Fee as a percentage of recoveries	\$1,000,000		
22	Annual Accounting of 42 USC 1396P (d)(4)(a) Special Need Trusts (SNT) – fee per SNT	200		
	<b>Grand Total (Recoveries and Policy Adds/Updates)</b>			
* Multipliers are an annual representation for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.				

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



I hereby acknowledge the receipt of Amendment 1 to 2024-TPL-01

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Authorized Vendor Signature

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Date

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Vendor Organization

**RFP #2024-TPL-01**  
**Third Party Liability Services**  
**Proposer Questions and Agency Answers**  
**4/09/2024**

<b>Question ID:</b>	1
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency please provide the number of consecutive years that its current TPL vendor has been providing those services to the State?
<b>Section Number:</b>	I. Background
<b>RFP Page Number:</b>	7
<b>Agency Answer:</b>	The Agency's current TPL contractor has been providing services since 01/01/2010.

<b>Question ID:</b>	2
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>From 2013 to 2017, the Agency was moving towards a transition to Regional Care Organizations but discontinued the transition in late 2017.</p> <p>Will the Agency please confirm that another attempt to transition away from Fee for Service (FFS) will not occur before 2029?</p> <p>If no, would the Agency renegotiate TPL contingency fees with its Contractor if a significant number of plan recipients are transitioned out of FFS?</p>
<b>Section Number:</b>	I. Background
<b>RFP Page Number:</b>	7
<b>Agency Answer:</b>	<p>No. Renegotiation of contingency fees will not be necessary regardless of whether Medicaid transitions away from fee for service or not. The plan for the Regional Care Organizations was that the State would retain the ability to identify and recover from other TPL's. Under the Alabama Coordinated Health Network (ACHN), participating providers are paid fee for service. The Agency cannot confirm what will or will not occur before 2029. Similarly, the Agency cannot speculate as to what adjustments would or could be made if there was a transition away from FFS.</p>

<b>Question ID:</b>	3
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>The RFP requirement states "The Project Director, Team Leader(s), and Project Team Members must work from this office and be 100% designated to Alabama Medicaid projects..."</p> <p>Will the State please clarify if this indicates 100% of the work described must be performed solely in the Montgomery office or if a hybrid work model would be permitted?</p>
<b>Section Number:</b>	II. General Vendor Requirements
<b>RFP Page Number:</b>	8
<b>Agency Answer:</b>	<p>Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.</p>

<b>Question ID:</b>	4
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>The RFP requirement states "Routine and scheduled data matching with top commercial insurance carriers, including pharmacy benefit managers (PBMs)."</p> <p>Our understanding is the MMIS provides the State with commercial insurance and pharmacy coverage for the following carriers: Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.</p> <p>Will the State please confirm the TPL vendor should exclude these Carriers from insurance policy delivery in order to not duplicate the MMIS efforts?</p>
<b>Section Number:</b>	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
<b>RFP Page Number:</b>	10
<b>Agency Answer:</b>	The TPL contractor shall exclude Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.
<b>Question ID:</b>	5
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	What is the State's definition of 'top commercial insurance carriers'? Is there a specific list or quantity of Carriers needed?
<b>Section Number:</b>	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
<b>RFP Page Number:</b>	10
<b>Agency Answer:</b>	A specific list or quantity of carriers is not needed. See Amendment I.

<b>Question ID:</b>	6
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Does the State expect for bidders to disclose a listing of all carriers who cover Alabama lives, including out of state carriers, who are currently a part of the bidder's current network or will be on Day 1 of the new contract?
<b>Section Number:</b>	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
<b>RFP Page Number:</b>	10
<b>Agency Answer:</b>	Bidders are not required to provide a listing of carriers covering Alabama lives.
<b>Question ID:</b>	7
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>The RFP requirement states "Vendor will perform supplemental billing, augmenting current Medicaid MMIS processes."</p> <p>Our understanding is the MMIS bills and recovers from the following carriers: Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.</p> <p>Will the State please confirm the TPL vendor should perform supplemental billing to these Carriers only after ensuring the MMIS efforts are not duplicated?</p>
<b>Section Number:</b>	II. General Vendor Requirements Section F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	The TPL contractor shall perform supplemental billing to Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions only after MMIS efforts are not duplicated.

<b>Question ID:</b>	8
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>According to BlueCross BlueShield of Alabama's website, this Carrier covers approximately 2.8 million people which is an estimated 55% of the total Alabama population, according to the census.</p> <p>Please confirm this is one of the Carriers excluded from TPL identification and only supplemental for the Billings.</p>
<b>Section Number:</b>	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
<b>RFP Page Number:</b>	10
<b>Agency Answer:</b>	Yes. Blue Cross Blue Shield of Alabama is excluded from TPL identification and is only eligible for supplemental billings.
<b>Question ID:</b>	9
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Is the Agency's MMIS vendor responsible for the primary recovery for any of the following types of third parties: Medicare A, B, C (Advantage) or D?
<b>Section Number:</b>	II. General Vendor Requirements Section F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	The Agency's MMIS vendor is responsible for the primary recovery of Medicare A, B, C, and D.

<b>Question ID:</b>	10
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency guarantee that no additional carriers or services will be transferred to the MMIS vendor during the duration of the TPL services contract?
<b>Section Number:</b>	II. General Vendor Requirements Section F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	The Agency reserves the right to perform recovery billing with the MMIS vendor based on efficiency, cost effectiveness, and improved outcomes.
<b>Question ID:</b>	11
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency please confirm that Credit Balance Audits can be performed by staff not physically located in the local office?
<b>Section Number:</b>	II. General Vendor Requirements Section E. Credit Balance Audits
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	Credit Balance Audits may be performed by staff outside of the local office.
<b>Question ID:</b>	12
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency please confirm that Long Term Care Audits can be performed by staff not physically located in the local office?
<b>Section Number:</b>	II. General Vendor Requirements Section I. Long Term Care (LTC) Audits
<b>RFP Page Number:</b>	13
<b>Agency Answer:</b>	Long Term Care Audits may be performed by staff outside of the local office.



<b>Question ID:</b>	13
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency please confirm that Special Needs Trusts work can be performed by staff not physically located in the local office?
<b>Section Number:</b>	II.General Vendor Requirements Section D. Special Needs Trusts (SNTs)
<b>RFP Page Number:</b>	12
<b>Agency Answer:</b>	Special Needs Trust work may be performed by staff outside of the local office.
<b>Question ID:</b>	14
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	CMS had mandated that each Medicaid program have a method to repay any wrap-around costs. Does Alabama already have a method for processing these payments?
<b>Section Number:</b>	II. General Vendor Requirements Section H. Health Insurance Premium Payments
<b>RFP Page Number:</b>	13
<b>Agency Answer:</b>	Alabama has established a plan for repaying wrap-around costs.
<b>Question ID:</b>	15
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency please confirm that the one (1) business day response time applies solely to telephone call inquiries?
<b>Section Number:</b>	II. General Vendor Requirements Section O. Performance Guarantees
<b>RFP Page Number:</b>	19
<b>Agency Answer:</b>	A timely response for phone calls and inquiries is within one (1) business day.

<b>Question ID:</b>	16
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>For which of the following scopes of services is it acceptable for the prime bidder (excluding subcontractors) to not have experience or provide references?</p> <ul style="list-style-type: none"><li>-Identification of Health Insurance Coverage (including Medical Support Enforcement)</li><li>-Casualty Recovery</li><li>-Special Needs Trusts (SNTs)</li><li>-Credit Balance Audits (CBA)</li><li>-Recovery Billings, Rebillings, and Recoupments (including TPL Follow-Up Unit)</li><li>-Health Insurance Premium Payment (HIPP)</li><li>-Long Term Care (LTC) Audits</li></ul>
<b>Section Number:</b>	VI. Corporate Background and References
<b>RFP Page Number:</b>	27
<b>Agency Answer:</b>	<p>Section VIII. Evaluation and Selection Process, E. Scoring states that the Evaluation Committee will score the proposals using the scoring system shown in the table provided. Lack of experience and/or a failure to provide references will be reviewed and/or scored in accordance with the terms of the RFP.</p>

<b>Question ID:</b>	17
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>The RFP requirement states "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."</p> <p>Should the reference include the following for each scope?</p> <ol style="list-style-type: none"> <li><b>1. Medicaid Agency</b></li> <li><b>2. Duration of services provided</b></li> <li><b>3. Results by service:</b> <ol style="list-style-type: none"> <li><b>a. Identification of Health Insurance Coverage (including Medical Support Enforcement):</b> Most recent state fiscal year (SFY) policies identified</li> <li><b>b. Casualty Recovery:</b> Most recent state fiscal year (SFY) recoveries</li> <li><b>c. Special Needs Trusts (SNTs):</b> Most recent state fiscal year (SFY) recoveries</li> <li><b>d. Credit Balance Audits (CBA):</b> Most recent state fiscal year (SFY) recoveries</li> <li><b>e. Recovery Billings, Rebillings, and Recoupments (including TPL Follow-Up Unit):</b> Most recent state fiscal year (SFY) recoveries</li> <li><b>f. Health Insurance Premium Payment (HIPPP):</b> Active cases at the close of the most recent state fiscal year (SFY)</li> <li><b>g. Long Term Care (LTC) Audits:</b> Most recent state fiscal year (SFY) recoveries</li> </ol> </li> </ol>
<b>Section Number:</b>	VI. Corporate Background and References
<b>RFP Page Number:</b>	27
<b>Agency Answer:</b>	References should include a list of all Medicaid agencies or other entities for which the contractor currently performs similar work. Performance references should include the contract type, size, and duration of services rendered.

<b>Question ID:</b>	18
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>The SNT scope includes outreach to identify trusts, review of trust documents for compliance, follow-up with trustees, and the annual monitoring of SNT expenditures and recoveries. However, the Cost Proposal form (RFP Appendix C) only allows for the entry of a fee for the accounting reviews.</p> <p>Will the Agency please confirm if the Contractor should roll all of the trust work steps under the pricing for accounting reviews? Or does the Agency plan to realign the pricing with the scope of work (i.e., annual fee for trust reviews and accounting reviews, contingency fee for recoveries, combination, etc.)?</p>
<b>Section Number:</b>	Appendix C. Cost Proposal
<b>RFP Page Number:</b>	60
<b>Agency Answer:</b>	The contractor should include all trust work steps under the pricing for annual accounting reviews. No contingency fee will be paid to the contractor, by the Agency, for Special Needs Trust (SNT) recoveries.
<b>Question ID:</b>	19
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Please confirm there is a possibility for the State to finalize and implement its MES modularity strategy during the next five (5) years?
<b>Section Number:</b>	I. Background
<b>RFP Page Number:</b>	7
<b>Agency Answer:</b>	This question is outside of the scope of this procurement.

<b>Question ID:</b>	20
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>The RFP requirement states, in bold text, “Do not enter any cost information in the Technical Proposal.” However, the RFP Cover Page has a location for the Contractor to insert its “Firm and Fixed Price.”</p> <p>Will the Agency please confirm that it is acceptable for the Contractor to insert “Please see separately submitted Cost Proposal” in the location on the RFP Cover Page that requires the entry of the Firm and Fixed Price?</p>
<b>Section Number:</b>	N. Requirements of Proposals
<b>RFP Page Number:</b>	18
<b>Agency Answer:</b>	See Amendment 1.
<b>Question ID:</b>	21
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will there be any performance guarantees or damages for vendors recovering less than historical recoveries?
<b>Section Number:</b>	O. Performance Guarantees
<b>RFP Page Number:</b>	22
<b>Agency Answer:</b>	No.

<b>Question ID:</b>	22
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>New text request.</p> <p>Will the Agency please insert the following language to the beginning of this Section to apply to the entirety of the Performance Guarantees section:</p> <p>“Single Incident: If a single incident results in the failure of Contractor to meet more than one (1) Performance Guarantee, the Agency shall have the right to select any one of such multiple deficiencies or defaults for which it will be entitled to receive a penalty. The Agency shall not be entitled to a separate penalty for each of such performance guarantee deficiency or default. For purposes of this metric a “Single Incident” means the occurrence of something that results in an unplanned interruption to or a quality reduction of a service. Additionally, in instances where the Guarantee and Penalty section below contains both a withhold of payment of invoiced amounts penalty and a separate monetary penalty, the Agency must choose one of the two and shall not impose both penalties for the same deficiency. In any instance where the invoiced payment for the contingency or other fee is withheld, upon Contractor rectifying the deficiency, the withheld amounts shall be paid.”</p>
<b>Section Number:</b>	O. Performance Guarantees
<b>RFP Page Number:</b>	19
<b>Agency Answer:</b>	No. The Agency will not insert the suggested language.

<b>Question ID:</b>	23
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>If the Agency will not agree to add the blanket limiting language above, please clarify if the Agency intends to impose two separate penalties for the same deficiency – i.e., impose the \$500 per every thirty calendar days as well as withhold 50% of the invoiced amount?</p> <p>If that is the intent, will the Agency please modify the language to state that rather than a withhold, payment will be suspended pending Contractor's compliance?</p>
<b>Section Number:</b>	O. Performance Guarantees
<b>RFP Page Number:</b>	19
<b>Agency Answer:</b>	The \$500 penalty is required. However, the language will allow for some discretion on the part of the Agency in terms of whether or not it withholds the contingency fee.
<b>Question ID:</b>	24
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>If the Agency will not agree to add the blanket limiting language above, please clarify if the Agency intends to impose two separate penalties for the same deficiency – i.e., impose the \$500 per every thirty calendar days as well as withhold 50% of the invoiced amount?</p> <p>If that is the intent, will the Agency please modify the language to state that rather than a withhold, payment will be suspended pending Contractor's compliance?</p>
<b>Section Number:</b>	O. Performance Guarantees
<b>RFP Page Number:</b>	23
<b>Agency Answer:</b>	The \$500 penalty is required. However, the language will allow for some discretion on the part of the Agency in terms of whether or not it withholds the contingency fee.

<b>Question ID:</b>	25
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	In addition to the request above to add language requiring the Agency to choose one remedy for a deficiency, will the Agency please insert a cap on the penalty imposed with a limit of \$10,000?
<b>Section Number:</b>	O. Performance Guarantees
<b>RFP Page Number:</b>	23
<b>Agency Answer:</b>	No. The Agency will not insert a cap on the penalty imposed.
<b>Question ID:</b>	26
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>Will the Agency please modify the text at the end of this subsection so that the Contractor is properly compensated for services performed up to the date of expiration or termination for convenience of the Contract?</p> <p>“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 even 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. For a period of 180 days after a termination for convenience, Contractor shall be permitted to continue to invoice for and be paid the appropriate fee for recoveries received resulting from work performed by Contractor prior to the end date of the Contract.”</p>
<b>Section Number:</b>	IX. General Terms and Conditions
<b>RFP Page Number:</b>	36
<b>Agency Answer:</b>	No. The Agency will not insert the suggested language.



<b>Question ID:</b>	27
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>Will the Agency please modify the text at the end of this subsection so that the Contractor is properly compensated for services performed up to the date of expiration or termination for convenience of the Contract?</p> <p>"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. For a period of 180 days after the expiration or other termination date of the Contract, Contractor shall be permitted to continue to invoice and be paid the appropriate fee for recoveries received resulting from work performed by Contractor prior to the end date of the Contract."</p>
<b>Section Number:</b>	IX. General Terms and Conditions
<b>RFP Page Number:</b>	39
<b>Agency Answer:</b>	No. The Agency will not insert the suggested language.

<b>Question ID:</b>	28
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<p>Will the Agency please modify this section to provide for a minimum of thirty (30) days to cure the default as in our suggested language?</p> <p>"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 30 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 30 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."</p>
<b>Section Number:</b>	IX. General Terms and Conditions
<b>RFP Page Number:</b>	35
<b>Agency Answer:</b>	No. The Agency will not insert the suggested language.

<b>Question ID:</b>	29
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	Will the Agency please add a limitation of liability provision in an amount to be agreed upon by the parties after contract award, and that may also include a super-cap for certain items such as breach of confidentiality and exclude others such as damages due to bodily injury and death. Additionally, will the Agency please consider the addition of a provision that neither party is liable for indirect, incidental, punitive, special, incidental, exemplary or consequential damages, including loss of use, lost profits, good will or loss of or damage to data or information, of any kind, in connection with or arising out of this Contract?
<b>Section Number:</b>	IX. General Terms and Conditions
<b>RFP Page Number:</b>	33
<b>Agency Answer:</b>	No. The Agency will not agree to limit liability.
<b>Question ID:</b>	30
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	“Medicaid requires a Vendor who will provide a Project Team comprised of staff exclusively dedicated to the Alabama TPL Program.” Is this a mandatory requirement or would Alabama Medicaid consider a team of experienced staff leveraged across similar TPL programs?
<b>Section Number:</b>	Section II. General Vendor Requirements: Staffing Required
<b>RFP Page Number:</b>	(page 8 of 60)
<b>Agency Answer:</b>	Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.

<b>Question ID:</b>	31
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	“The Team Leader(s) must work in the Montgomery office and will be responsible for day-to-day operations including the productivity of Project Team Members as follows...” Is this a mandatory requirement or would Alabama Medicaid consider remote Team Leaders for this RFP?
<b>Section Number:</b>	Section II. General Vendor Requirements: B. Team Leader
<b>RFP Page Number:</b>	(page 8 of 60)
<b>Agency Answer:</b>	Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.
<b>Question ID:</b>	32
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	“The Contractor must maintain a non-residential business office within the city limits of Montgomery, AL for each term of this contract. The Project Director, Team Leader(s), and Project Team Members must work from this office and be 100% designated to Alabama Medicaid projects...” Is this a mandatory requirement or would Alabama Medicaid consider a remote team of qualified staff for this RFP?
<b>Section Number:</b>	Section K: Contractor Responsibilities After Award Item 2.
<b>RFP Page Number:</b>	(page 13 of 60)
<b>Agency Answer:</b>	Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.

<b>Question ID:</b>	33
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	“The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor.” Would Alabama Medicaid accept DocuSign electronic signatures as binding signatures?
<b>Section Number:</b>	Section VII. Submission Requirements Item H. Vendor’s Signature
<b>RFP Page Number:</b>	(page 30 of 60)
<b>Agency Answer:</b>	No.
<b>Question ID:</b>	34
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	a. Can we put the proposal in our company format if it is verbatim from the RFP and includes the cover, all forms, and required attachments?
<b>Section Number:</b>	General Proposal Format
<b>RFP Page Number:</b>	N/A
<b>Agency Answer:</b>	No.

<b>Question ID:</b>	35
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<ul style="list-style-type: none"> <li>a. The procurement states that Credit Balance audits may be done via on-site and desk reviews. What percent of credit balance audits performed in 2023 were conducted on-site vs remote?</li> <li>b. Is the Agency supportive of performing 100% of credit balance audits as remote/desk reviews?</li> <li>c. Are there any facilities which are permitted to only support on-site credit balance vs desk reviews?</li> <li>d. How many providers were engaged in credit balance audit in 2023?</li> <li>e. How many dollars from credit balance audits were recovered in 2023?</li> </ul>
<b>Section Number:</b>	General Contract Information Regarding Section E. Credit Balance Audits
<b>RFP Page Number:</b>	(Page 12 of 60)
<b>Agency Answer:</b>	In FY 2023, 100% of credit balance audits were performed remotely by the contractor. This is acceptable for the future contract as we have had no concerns with providers regarding this process. 140 audits were conducted with many of the facilities being audited more than once based on findings. \$666,582.79 were recovered.
<b>Question ID:</b>	36
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<ul style="list-style-type: none"> <li>a. How many providers were engaged in LTC audit in 2023?</li> <li>b. How many dollars from LTC audits were recovered in 2023?</li> <li>c. How many LTC claims were identified to contain payment errors in 2023?</li> </ul>
<b>Section Number:</b>	General Contract Information Regarding Section I. Long Term Care (LTC)
<b>RFP Page Number:</b>	(Page 13 of 60)
<b>Agency Answer:</b>	In FY2023, the contractor audited 24 facilities and \$196,375.08 was recovered. We did not pay per claim, but rather at a fixed rate per facility.

<b>Question ID:</b>	37
<b>Date Question Asked:</b>	3/19/24
<b>Question:</b>	<ul style="list-style-type: none"><li>a. How many dollars from TPL “Third Party Insurance” were recovered in 2023?</li><li>b. How many dollars from TPL “Subrogation” were recovered in 2023?</li><li>c. How many active TPL records were added via data matching in 2023?</li></ul>
<b>Section Number:</b>	General Contract Information Regarding TPL
<b>RFP Page Number:</b>	
<b>Agency Answer:</b>	In FY2023, the contractor recovered \$24,104,778.75 from Third Party Insurance billings, \$5,038,488.20 was recovered from Subrogation, and 127,320 policies were added.