



KAY IVEY
Governor

Alabama Medicaid Agency

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STEPHANIE MCGEE AZAR
Commissioner

January 24, 2024

Dear Potential Vendor:

The Alabama Medicaid Agency (“Medicaid”) is seeking proposals to provide dental consulting services. Proposals will be accepted until **Wednesday, February 21, 2024, at 5:00 PM CT.**

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

When submitting a proposal, please read the entire Competitive Sealed Proposal (CSP) document and return your proposal in the requested format. All proposals should be submitted typed and contain an original signature. Submissions should be delivered to the CSP Project Director:

*Elizabeth Huckabee, Director
Dental, EPSDT, and Physicians Division
Alabama Medicaid Agency
PO Box 5624
501 Dexter Avenue, Suite 3030
Montgomery, Alabama 36103*

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

Please direct all questions to dentalrfp@medicaid.alabama.gov .

Sincerely,

Elizabeth Huckabee, Director
Dental, EPSDT, and Physicians Division

Enclosures: 3 [CSP – Request for Proposal, CSP Proposal Response, and Sample Contract]
Competitive Sealed Proposal (CSP) Number 2024-DENT-01

Dental Consulting Services

Organization: Alabama Medicaid Agency (Medicaid)

CSP Closing Date: **February 21, 2024 at 5:00 PM CT**
The CSP must be received at the below physical address by the listed date and time. Emailed or faxed responses are non-acceptable.

CSP Project Director: Elizabeth Huckabee, Director
Dental, EPSDT, and Physicians Division
Alabama Medicaid Agency
PO Box 5624
501 Dexter Avenue, Suite 3030
Montgomery, Alabama 36103-5624
Email: dentalrfp@medicaid.alabama.gov

CSP Questions: Vendors requiring clarification of any section within this CSP must submit questions to dentalrfp@medicaid.alabama.gov. Questions and answers will be posted on the website. **February 1, 2024 is the deadline to submit a CSP question.**

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

Purpose/Background for CSP:

Medicaid is seeking a currently Alabama licensed dentist with five plus years of experience as a practicing dentist to provide consulting services as a contractor. The contractor must serve Medicaid as a dental consultant carrying out the duties outlined within this CSP.

Currently, there are 2,562 active licensed dentists within the State of Alabama and approximately 851 Medicaid enrolled dentists with a claim paid in fiscal year (FY) 2022. More dental specific information can be found on the Medicaid website www.medicaid.alabama.gov.

All information contained in this CSP and any amendments reflect the best and most accurate information available to Medicaid at the time of preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the contractor or a basis for legal recovery of damages.

Additional information:

- The initial contract term shall be for one year effective June 1, 2024 through May 31, 2025. Alabama Medicaid shall have four, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee.
- In order to do business in the State of Alabama, all businesses domestic¹ or foreign² must be registered with the Alabama Secretary of State Office
- All Vendors must provide a w-9.
- Before a contract is signed, the Contractor awarded the contract must submit the following completed forms:
 - ✓ Certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.)
 - ✓ Contract Review Report
 - ✓ Alabama Medicaid Business Associate Addendum
 - ✓ Immigration Status Form
 - ✓ State of Alabama Disclosure Statement
- A *sample* contract is attached

Contract position is currently available at the following location (s):

- Alabama Medicaid Agency Central Office, Montgomery, Alabama
- Some responsibilities may be performed remotely. Medicaid will provide Vendor with a secure laptop and cell phone to be used for any responsibilities that can be completed remotely. Although some responsibilities may be performed remotely, Vendor must be available to be on-site in Montgomery, Alabama as needed or requested by Program staff.

Required qualifications for individual Vendor:

- Be a graduate with a Doctor of Dental Surgery (D.D.S) or Doctor of Dental Medicine (D.M.D) from an accredited school of dentistry
- Possess a current Alabama dental license and in good standing with State Board of Dental Examiners
- Not a current active enrolled Alabama Medicaid Provider
- Five plus years of experience as a practicing dentist
- Available to be on-site in Montgomery, Alabama as needed or requested by Program staff

Scope of Work for individual Vendor:

The Vendor must describe their ability to provide the consulting services below:

- Provide clinical interpretation and apply the policies and standards in accordance with Alabama Medicaid policy.
- Review and process prior authorization (PA) requests for certain oral health services. Vendor must approve or deny the requests in accordance with approved Medicaid

¹ Domestic means within the State of Alabama

² Foreign means outside the State of Alabama

criteria. Vendor will ensure that Medicaid criteria are applied in a uniform manner to all requests. (See Chapter 13 of the Alabama Medicaid Provider Manual for current Medicaid PA criteria).

- Review current Medicaid PA criteria and make recommendations for change based upon clinical review of current medical literature, other states' Medicaid program criteria, and Medicare or other organizations' criteria (See Chapter 13 of the Medicaid Provider Billing Manual for current Medicaid dental policies).
- Discuss and answer clinical questions regarding dental policies with providers or provider staff. The communication for the clinical questions may include electronic format, via telephone/conference calls, hard copy (memos, letters, etc.), or face-to-face meetings. In addition, the contractor will meet with the State Dental Association groups to solicit comments regarding current and future Medicaid dental policies.
- Participate as a member of the Dental Task Force.
- Evaluate comprehensive dental cases, hospital cases, and make clinical recommendations to Medicaid regarding dental services.
- Provide consultation and professional assistance to Medicaid in review of policy questions and issues.
- Review current Medicaid Dental policies and make recommendations for change based upon clinical review of current medical literature, other states' Medicaid program criteria, and Medicare or other organizations' criteria (See Chapter 13 of the Medicaid Provider Billing Manual for current Medicaid dental policies).
- Recommend and develop edits and audits to prevent inappropriate billing or payment for non-covered or unauthorized services.
- Produce utilization reports from the Medicaid billing system in order to gather information, conduct utilization reviews, investigate billing patterns, and recommend appropriate actions as necessary.
- Perform on-site dental provider visits and on-site records reviews to assess compliance with Medicaid policies.
- Participate in any administrative actions, such as fair hearings, pre-hearing conferences, and court actions, when circumstances warrant participation.
- Review medical/dental records in order to identify overpayments and potential errors in provider billing.
- Provide detailed written reports summarizing medical record review findings to include recoupment, professional board and Medicaid Fraud Control Unit (MFCU) referral recommendations when needed.
- Recommend, assist, and coordinate provider reviews with the Program Integrity Department and the Alabama Attorney General's Office.
- Respond to Medicaid requests in a timely manner. It is expected that all telephone calls, emails and faxes from Medicaid should be responded to within 24 hours.
- Notify applicable Medicaid staff, in advance, that the Vendor will be unavailable or out of the office.

Competitive Sealed Proposal (CSP) Number 2024-DENT-01

Dental Consulting Services CSP Proposal Response

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

Respondents are encouraged to respond fully to each inquiry, but to be as concise as possible. Medicaid reserves the right to request clarifications with any or all Vendors if they are necessary to properly clarify compliance with the requirements of this CSP. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

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

- Submit a one page cover letter summarizing your proposal.
- Enclose individual contact information to include:
 - Legal name
 - Valid address
 - Telephone number
- Body of the proposal must include:
 - Description of Vendor's previous experience and background to show Vendor's ability to provide the scope of work for this CSP, including number of years as a dental provider
 - Three (3) work references
 - A statement acknowledging the understanding and compliance with the CSP, including the required qualifications and Vendor duties described herein
 - A statement of agreement to the pricing terms.
- Include a listing of current employers, volunteer services and teaching duties, including the number of years as a dental provider
- Clearly mark the outside of the envelope "CSP for Dental Consulting Services"
- Vendors must submit one original proposal with original signatures in ink, five (5) additional hard copies in binder form, plus two electronic (Word format) copies of the proposal on jump drive clearly labeled with the Vendor name and the procurement number **(2024-DENT-01)**

The entire proposal must be received at the following address no later than **5:00 PM CT on Wednesday, February 21, 2024**. Please review the above labeled CSP Mailing Reminder section. All proposals received after the deadline will not be considered. Mail to:

*Elizabeth Huckabee, Director
Dental, EPSDT, and Physicians Division
Alabama Medicaid Agency
PO Box 5624
501 Dexter Avenue, Suite 3030
Montgomery, Alabama 36103-5624*

State Not Responsible for Preparation Costs:

The costs for developing and delivering responses to this CSP 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.

Evaluation Process:

A review committee will examine each proposal submitted. Medicaid expects a final selection on or before **Wednesday, March 11, 2024**.

Selection Criteria:

- All proposals will initially be classified as either "acceptable," "potentially acceptable, that is, reasonably susceptible of being made acceptable," or "unacceptable." Proposals may be found unacceptable 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 CSP. If a proposal is found to be unacceptable, it will not be considered further and the offeror will be promptly notified.

Evaluation Criteria:

Proposals will be evaluated based on their responsiveness to the items contained in the CSP Proposal Response Section of this document. It is expected that the review committee will rate responses according to the following ways:

- Ability to perform Scope of Work – (50%)
- References – (50%)

Pricing:

Compensation for services rendered hereunder must be on the basis of time for the rate of ninety dollars (\$90.00) per hour for each hour of professional time actually expended by Vendor in performance of assigned duties. In addition, some travel for attendance at county association dental meetings and regional meetings will be required. Medicaid will approve prior to such attendance and payment will be made at the state reimbursement rate. Medicaid will also allow up to \$3,500.00 per year reimbursement for malpractice/liability coverage for functions performed as a Consultant for Medicaid. Total compensation payable for time under this contract must not exceed \$100,000.00 per year. Total compensation for travel will be dependent on duties required and is not included in the annual amount. Payment for services rendered must be made by Medicaid based on Vendor's submission of an itemized sworn invoice reflecting amount, date, place, and kind of service.

**Tentative Calendar of Events:*

Vendor Letter Issued – January 24, 2024
Deadline for questions to be submitted posted as available – 5:00 PM CT - February 1, 2024
Final posting for questions to website – February 12, 2024
Proposals due by 5:00 PM CT - February 21, 2024
Evaluation Period – February 22-March 11, 2024
Contract Award Notification – on or before March 20, 2023
Contract Review Committee – May 2, 2024
Official Contract Award/Begin Work – June 1, 2024

**All date are subject to change.*

SAMPLE
PROFESSIONAL EMPLOYMENT CONTRACT
BETWEEN
Enter Contractor Name
AND
THE ALABAMA MEDICAID AGENCY

THIS AGREEMENT is effective the Enter Begin Day of Contract day of Enter Contract Begin Month and Year, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and Enter Contractor Name (hereinafter referred to as Contractor), regarding brief description of why MOU is needed; and

WHEREAS, the Contractor and Medicaid, hereby agree as follows: List below the requirements for Contractor and Medicaid.

1. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Should funds become unavailable during the term of this agreement, the agreement shall terminate immediately upon written notice by the terminating party to the other. The parties will be entitled to reimbursement for costs incurred under this Memorandum of Understanding prior to the termination date.
2. This Memorandum of Understanding shall be effective Enter Contract Effective Date, and except as otherwise provided above, shall remain in effect until terminated by agreement of both parties or upon 30 days written notice to the other party. The effective date of termination will be on the first day of the month following expiration of the 30 day notice period. This agreement may be amended as required, provided that such is in writing and signed by both parties.
3. 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.

4. 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.

5. 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.

6. 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).

7. 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 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 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 thereunder, 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.

8. 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. (See Attachment.)

9. 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.

11. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted. Contractor shall comply with the Business Associate Agreement attached.

12. 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 shall not be entitled to or receive Merit System benefits.

13. In accordance with Alabama law, Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor will document that the Contractor is enrolled in the E-Verify Program. 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, the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

14. 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.

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