

REQUEST FOR PROPOSAL (RFP)
For
Medicare Cost Consultant Services
To Prepare Medicare Cost Reports and Provide
Related Consultation and Technical Assistance

For the
Statewide Home Care Program
Alabama Department of Public Health

Issued by:

BUREAU OF HOME AND COMMUNITY SERVICES
RSA Tower, Suite 1200
201 Monroe Street
Montgomery, AL 36104

April 2014

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1. INTRODUCTION

1.1 Purpose of Request for Proposal (RFP)

It is the intent of the Alabama Department of Public Health, Bureau of Home and Community Services (Department) to enter into a two-year contract with a Medicare Cost Consultant who will provide consultation and technical assistance in the: preparation and submission of year-end and interim cost reports to fiscal intermediaries as required by the Centers For Medicare and Medicaid Services and for Department's interim cost analysis respectively; negotiation of settlements with fiscal intermediaries related to cost reports; interpretation of billing and audit findings between the Department and fiscal intermediaries; and the interpretation of the payment and reporting structure under the Medicare Program Home Health Prospective Payment System (HH PPS).

State of Alabama Act No. 2001-956 requires that proposals must be solicited from Vendors for contracts unless they are specifically exempt from the Act. Medicare Cost Consultant Vendor contracts are not exempted. Therefore, the Department is seeking competitive, sealed proposals which shall be evaluated in accordance with the evaluation and award criteria stated in this RFP.

1.2 RFP Publicizing/Vendor Notification

The RFP to provide Medicare Cost Consultant services will be publicized by notifying potential vendors via U. S. Postal Service of the need for services. Vendors who are interested in responding will be instructed to print the RFP from a link on the Alabama Department of Public Health website. The list of potential vendors was obtained from State of Alabama, Department of Finance, State Purchasing. It consists of companies registered with State Purchasing as Health Services - Consulting Vendors (Vendor list 948-21).

1.3 Background

Sections 413.20 and 413.24 of the Social Security Act require providers of health care to maintain sufficient financial records and statistical data for proper determination of costs payable under health care plans. Providers receiving payment on the basis of reimbursable cost must provide adequate cost data. This must be based on their financial and statistical records which must be capable of verification by qualified auditors. Cost reports are required from providers on an annual basis with interim reporting periods based on the provider's accounting year.

1.4 Contract Term

The contract resulting from this RFP will be effective on August 1, 2014 and will terminate on July 31, 2016. Either party may terminate the contract by giving 30 days written notice to the other party any time during the contract term.

1.5 Method of Payment

Reimbursement under a contract shall be made either on a monthly or quarterly basis (upon Vendor pre-contract selection of frequency and mutual agreement of both parties) in arrears upon submission by Vendor of an invoice in a format acceptable to the Department and the State of Alabama, Department of Finance, and documentation that verify that the work corresponding to the invoice was performed. Invoices and inquiries concerning payment after invoices have been submitted to the Department's Bureau of Home and Community Services are to be directed to the receiving agency, specifically the Bureau's Budget Administrator, not the State of Alabama, Department of Finance, Division of Purchasing.

Funds expended under a contract shall be in accordance with the services specified by the contract, and any changes must meet the approval of the Department. Vendor is not eligible and cannot be compensated under a contract for any other expenses or costs other than those detailed in the contract.

2. VENDOR MINIMUM QUALIFICATIONS

To qualify and have a proposal evaluated, a prospective Vendor must meet the minimum qualifications outlined in this section.

2.1 Business Stability

The Vendor must be ongoing, and must have been providing Medicare Cost Consultant services on an ongoing basis for more than five (5) years.

2.2 Home Health Agency Experience

Vendor must provide proof of experience preparing Medicare Cost Reports for more than five (5) years for governmental and/or private, multi-site home health agencies which provide a minimum of 250,000 home health visits.

2.3 Contractor Credentials

Contractor must be or must employ (on staff or by contract) a Certified Public Accountant (CPA) who can ascertain that the interim and final work product (Medicare Cost Report) to be true, accurate and prepared as required according to federal regulations which apply to Medicare home health program cost reporting.

2.4 Contractor Status

The Vendor must perform 100% of the work. There will be no subcontracting or assignment of the contract.

2.5 Alabama License

The Vendor must be an Alabama-licensed company.

2.6 Indemnification and Insurance

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not limited to attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by negligence. The following shall be deemed to be indemnities: The State of Alabama and its member, officers, and employees.

2.7 Presentations or Demonstrations

If requested, Vendor agrees to present or demonstrate the performance of its product and services at Department's physical location, via webcast or other appropriate Vendor-provided media prior to awarding the contract.

2.8 Vendor Questions about RFP

Every effort has been made to insure that all information needed by the Vendor is included herein. If a Vendor finds that it cannot complete a proposal without additional information, there are two opportunities for the Vendor to obtain additional information:

a. Written Questions

The Vendor may submit written questions either by letter, e-mail or fax to the RFP Contact listed in Appendix A. **No questions will be accepted by Department after the deadline date stated in Appendix A.** All replies to questions will be in writing. When a question received by Department is found to be already answered sufficiently in the RFP, that question will be returned to the Vendor with a reference to the part of the RFP containing the answer. It is also the Vendor's responsibility to verify receipt of questions by Department and receipt of answers returned by Department.

b. Pre-Proposal Conference

Vendors who have questions about this RFP are strongly encouraged to participate in a pre-proposal conference. This conference will provide Vendors an opportunity to discuss and obtain clarification regarding the RFP content and requirements. Participation may be in person at the specified location in Montgomery, Alabama and via telephone conference call on the date stated in Appendix A. For Vendors who chose to participate in person, all travel and related expenses for this meeting will be the responsibility of the Vendor and not the Department.

Vendors should register all of their company's participants in the pre-proposal conference with the Department no later than three (3) work days prior to the date of the meeting by notifying the RFP Contact.

c. Questions - Answers Distribution List: Vendor Notification Of Intent To Submit Proposal

All questions and written replies will be distributed to all Vendors who have indicated intent to respond to the RFP, or who have responded to the RFP, and will be considered to be supplemental information to the RFP. Vendors who do not submit written questions or participate in the pre-proposal conference, but wish to be included on the distribution list for questions - answers generated from the written questions and pre-proposal conference, must notify the Department of their intent to submit a proposal no later than the deadline date stated in Appendix A.

2.9 Amendments

If it becomes necessary to revise any part of the RFP, Department will provide all amendments and interpretations in writing to Vendors who submit a Notification Of Intent To Submit Proposal .

2.10 Requested Information

Any additional information requested from the Vendor must be furnished to the Department within five (5) working days from the date of the Department's request.

3. SCOPE OF WORK

3.1 Technical Specifications

- a.** Vendor must perform services in accordance with all current federal, state, and local laws, rules, regulations, and deadlines regarding Medicare Cost Reporting; standards of performance governing the profession or occupation of the Vendor; all rules and regulations of Department's fiscal intermediaries; and in accordance with any changes that may occur in any of the previously referenced laws, rules, regulations, standards of performance, and deadlines that may occur in the future. It shall be the Vendor's responsibility to identify any changes in requirements, and to notify the Department of such changes in a timely manner.
- b.** Vendor must provide ongoing services effectively and efficiently for the duration of the CMS requirement regarding cost reporting while under contract with Department.
- c.** Vendor must furnish his or her own computer and printer when working on-site at the Department.

- d. Vendor must purchase at his or her own expense whatever software is necessary to ensure compatibility with the Department's software in the exchange of information.

3.2 Medicare Cost Consultant Services Requirements

a. Medicare Cost Report Requirements

Vendor must provide consultation and technical assistance in the following:

- (1) The interpretation of the cost reporting structure under HH PPS.
- (2) The identification of applicable financial and service data.
- (3) The maintenance of an adequate ongoing system for furnishing the records needed to provide accurate cost data and other information capable of verification by qualified auditors and adequate for cost reporting purposes under section 1815 of the Social Security Act.
- (4) The preparation and submission of year-end Medicare Cost Reports and interim payment reports to the fiscal intermediary in compliance with the content, format and deadline required by CMS and for Department's interim cost analysis respectively.
- (5) The interpretation of billing and audit findings between the Department and fiscal intermediaries.
- (6) All negotiations with Department's Medicare fiscal intermediary regarding cost settlements, interim rates for billing, auditing and related matters.

In addition:

- (7) As a subcontractor that may be subject to Section 1861(v)(1)(1) of the Social Security Act, the Contractor shall, upon written request, make available, as appropriate to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, a copy of this agreement and access to Contractor's books, documents and records necessary to certify the nature and extent of the costs of services provided to Department. Such access shall be available until the expiration of six years after services related to the cost report have been furnished. Cost reports shall be available until the expiration of six years after the cost report has been settled.

- (8) Resulting work products from all of the Vendor's activities performed to meet the requirements of this RFP must be delivered timely and presented in a professional and useable manner acceptable to the Department.

b. General Reimbursement Assistance

Vendor must provide consultation and technical assistance in the following:

- (1) The interpretation of the payment structure under HH PPS.
- (2) Management operations and other issues which impact reimbursement identified by the State Home Care Director.

c. Other Requirements

- (1) Provide other related services within the scope of the Vendor's profession and experience, but beyond the scope of the CMS cost reporting and reimbursement requirements specified in this RFP, as mutually agreed upon by Department and Vendor.
- (2) Submit a written report of findings and recommendations within 10 work days, or at a time mutually agreed upon by both parties, except for cost reporting services which must be submitted according to CMS' deadlines.
- (3) Consult with/involve Department's State Home Care Director in the development and approval of all phases of Vendor services.
- (4) Be reasonably available for on-site and other types of meetings at the request of Department to provide program consultation to the State Home Care Director regarding management operations reimbursement issues.

3.3 Project Management

Vendor must clearly identify Vendor's Project Manager assigned to Department, and provide contact information and availability of the Project Manager. Vendor shall notify Department within 24 hours of the change in the Project Manager, contact information or availability.

Vendor's Project Manager shall work with Department's Project Manager/designee to monitor timetables and deliverables or standards of completion specified in the RFP, and keep the project within the scope of work outlined in the RFP.

3.4 Deliverables Schedule

- a. Annually – Provide consultation and technical assistance in the preparation and submission of the final Medicare cost report to meet CMS' deadline.
- b. Every 4 or 6 months as requested - Provide consultation and technical assistance in the preparation and submission of interim Medicare cost reports to meet Interim Department Cost Analysis deadlines.
- c. 10 days after a request (except for cost reporting services as specified in 3.2.c.(2) - Submit a written report of findings and recommendations.
- d. On-site and other types of meetings – Upon request and as mutually agreed upon by both parties.

3.5 Support

Vendor must provide the necessary consultation and technical assistance to Department to ensure that cost and service data are collected and maintained appropriately so that the compilation of the cost report is in accordance with the most current CMS and other applicable federal requirements.

3.6 Customer Service

Vendor must provide customer service in the following manner:

- a. Address Department's inquiries and requests timely, efficiently, effectively and courteously.
- b. Have an established customer service program or procedure.
- c. Provide an e-mail and/or an active telephone number to Department for customer service.

4. PROPOSAL RESPONSE REQUIREMENTS AND FORMAT

4.1 Preparation of Proposal

All proposals should be complete and must convey all the information requested by the Department. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Department, and the Department alone, will be the judge as to whether that variance is significant enough to warrant the rejection of the proposal.

4.2 Firm-Price Proposals Only

The Department seeks a firm fixed price for the entire period of the contract. Vendor must submit a response that provides a firm price. The Department assumes that all costs are included in the proposal and will pay no costs other than those presented in the Vendor's proposal for the requirements specified in the RFP.

4.3 Format for Proposals and Content

Proposals must consist of the seven (7) sections described below and each section must be clearly marked. Responses must be complete. Partial responses will be rejected. The requirements stated herein should be considered mandatory.

a. Title Page

This page shall include the subject of the RFP, the name of the Vendor, the name and title of the contact person, physical address, mailing address (if different), telephone number, fax number, and date.

b. Proposal Signature and Certification Form

A Proposal Signature and Certification Form is included in this RFP. An original, manual signature of an Officer or other duly authorized employee of the individual or company making the proposal must be affixed to the form **in blue ink** signifying the official submission of the proposal.

The signature also signifies Vendor's complete compliance with RFP specifications, except as specifically noted in any Vendor's descriptions of deviations from requested specifications. The certification shall be binding, and failure to supply the form will render the proposal invalid.

Each required copy of the proposal must be accompanied by a Proposal Signature and Certification Form bearing the original, manual signature of an authorized officer signed **in blue ink**. Unsigned forms, as well as forms bearing copied signatures, will constitute an unsigned proposal, including all required copies of the proposal, and will be rejected. A Proposal Signature and Certification Form must be placed behind the **Title Page** in each copy of the proposal.

c. Vendor Minimum Qualifications Verification Form

A Vendor Minimum Qualifications Verification Form is included in this RFP. It must be completed and signed **in blue ink** by an officer of the Vendor verifying the Vendor meets the minimum qualifications to respond to this RFP, except as specifically noted in any Vendor's descriptions of deviations from requirements. Each copy of the proposal must be accompanied by a copy of the form bearing the original, manual signature

of an authorized officer signed **in blue ink**. Unsigned forms, as well as forms bearing copied signatures, may affect the evaluation of the proposal. The form must be placed behind the Proposal Signature and Certification Form in each copy of the proposal.

d. Table of Contents

The Table of Contents shall include a clear identification of the material by section and by page number.

e. Vendor Requirements

This section shall contain a complete description of the Vendor's experience performing the work specified in this RFP for several different types of health care agencies as described below, and other health care providers. It also includes other qualifications and credentials as noted below. This section shall contain at least the following:

(1) Experience with Multi-Site Home Health Agencies

If Vendor has previous experience in the work specified in this RFP, submit the number of years of experience, a detailed description of the work performed, and a list of the names and mailing addresses of the agencies for whom the work was performed **for the type of home health agency in the following description**. If the Vendor has no experience with a home health agency meeting the following description, the Vendor must state that there has been no such experience.

Description of the Home Health Agency:

Size of Program - Between 250,000 and 350,000 home health visits are performed per year.

Sites - Visits are made from multiple subunits (27) located in different cities throughout the State of Alabama.

Method of Billing - Visit information is transmitted electronically to the Parent Agency from multiple subunits, compiled and transmitted to the fiscal intermediary.

Type of Management – The Home Health Agency is managed through Departmental and program policies and procedures, and direction, management and consultation from the Parent Agency.

(2) Experience with Governmental Home Health Agencies

If Vendor has had previous experience in the work specified in this RFP, submit the number of years of experience, a detailed description of the

work performed, and a list of the names and mailing addresses of the agencies for whom the work was performed **for governmental home health agencies**. If the Vendor has had no experience with governmental home health agencies, the Vendor must state that there has been no such experience. (Do not include any home health agencies which are already included in Item (1). State whether this information has already been provided in Item (1).)

(3) Experience with any Private Home Health Agency located in the State of Alabama

If Vendor has had previous experience in the work specified in this RFP, submit the number of years of experience, a detailed description of the work performed, and a list of the names and mailing addresses of the agencies for whom the work was performed **for any private home health agency located in the State of Alabama**. If the Vendor has had no experience with any private home health agency located in the State of Alabama, the Vendor must state that there has been no such experience. (Do not include any home health agencies that are already included in Item (1) or (2). State whether this information has already been provided in Item (1) or (2).)

(4) Most Critical Aspects of Vendor's Experience

Vendor must provide a summary of the most critical aspects of Vendor's experience which relates to this RFP, and which qualifies the Vendor for performance and successful completion of the work specified in this RFP.

(5) Vendor Organization

Vendor must describe the organizational structure of the company and explain how the organization qualifies to be responsive to the requirements of the RFP. An organizational chart may be attached with the description.

(6) Vendor Qualifications and Experiences

Vendor must describe Vendor's and staff's qualifications and experiences providing the services as required in the RFP.

(7) Resumes

Vendor must provide resumes for each staff member responsible for activities related to cost reporting and reimbursement information, project management, or other positions identified in the requirements of the RFP and identified in the Vendor's response to the RFP. Resumes shall include education, experience, licenses and certifications of each identified individual.

(8) References

Vendor must provide a minimum of three (3) trade references including names of persons who may be contacted, positions of persons, addresses, phone numbers, and email address if available where Medicare Cost Consultant services similar in scope to the requirement of this RFP have been provided. References must be able to respond to Department's inquiries regarding work currently or previously performed within the past two (2) years for use in evaluating Vendor's capabilities.

- At least one reference shall be a home health agency with multiple sites.
- At least one reference shall be a governmental home health agency.
- At least one reference shall be a private or governmental home health agency for which Vendor services are (currently) provided during the time of the Vendor's response to this RFP.

(9) Vendor Licensing and Location

Vendor must list the state(s) in which Vendor is licensed to conduct business and provide a listing of the locations of Vendor's offices.

(10) Third Party Relationships

Vendor must provide a description of any third party relationships and involvements.

(11) Vendor Expectations

Vendor must provide a description of the expectations of the Vendor regarding the obligations, requirements, responsibilities and other deliverables by the Department under this contract.

f. Description of Services to be Provided

- (1) This section must detail how the expected technical specifications and professional performances required and requested services in this RFP will be met and how and what work products will be delivered to meet the required technical specifications and professional performances.**

Vendor responses must address each of the requested services and professional performances in the *Technical Specifications* section of this RFP, which include:

3. SCOPE OF WORK
- 3.1 Technical Specifications, a. – d.
- 3.2 Consulting Services Requirements, a. – c.
- 3.3 Project Management
- 3.4 Deliverables Schedule, a. – d.
- 3.5 Support
- 3.6 Customer Service, a. – c.

Vendor must **clearly state and label responses** to each of the requested services and professional performances in **Scope of Work**, Section 3 of this RFP.

Vendors must propose to provide all services described in this RFP or provide a general statement if the service cannot be provided by the Vendor. No other services should be proposed.

- (2) **Vendor must detail how and what work products will be delivered to meet the required technical specifications and professional performances, especially those stated in the Scope of Work.**

g. Costs

No costs may be included anywhere else in the proposal. This section shall contain the following parts:

- (1) The total number of hours Vendor expects to bill Department for professional services on an annual basis.
- (2) The average hourly billing rate for the expected number of hours for professional services provided on an annual basis.
- (3) The total amount Vendor expects to bill Department for professional services on an annual basis and for the two-year contract term, based on the preceding Items (1) and (2).
- (4) The number of trips Vendor expects to make to Department in Montgomery, Alabama or to other locations at the request of the Department upon mutual agreement of both parties to provide professional services on an annual basis.
- (5) The expected cost of mileage (number of miles driven times the prevailing State of Alabama current mileage reimbursement rate of \$.56) to be charged to Department on an annual basis for on-site visits as described in the preceding Item (4) to meet the RFP requirements.

- (6) The expected cost of other expenses on an annual basis associated with travel detailed by air fare, taxi, rental car, parking fees, meals, and lodging costs requested and approved by the Department.
- (7) The total amount Vendor expects to bill Department for travel expenses on an annual basis and for the two-year contract term, based on the preceding Items (4), (5) and (6).
- (8) An itemized list of any other costs not mentioned above, such as administrative costs for postage and copying, on an annual basis and for the two-year contract term.
- (9) An itemized list of any “no charge” services provided by Vendor. If none, Vendor must state that there are no “no charge” items included in the cost.
- (10) Vendor’s firm- price for (a) services and (b) travel expenses and other costs, provided on an annual basis and Vendor’s firm-price grand total cost for (a) services and (b) travel expenses and other costs of the two-year contract term, if awarded.

5. PROPOSAL RESPONSE SUBMISSION

5.1 Number of Copies to be Submitted

Each Vendor must submit **four copies** of the proposal, **four copies** of the Proposal Signature and Certification Form and **four copies** of the Vendor Minimum Qualifications Verification Form to the Department, with **every copy of each** form bearing original, manual signatures signed **in blue ink**. Each copy of the proposal should be bound in a single volume where practical. The required forms and all supporting documentation submitted with the proposal should be included in each bounded single volume where practical.

5.2 Proposal Return Date, Time and Location

The proposal must be submitted to and received by the Department no later than the deadline date and time specified in Appendix A, RFP Events and Dates, in this RFP. Vendors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (i.e. receipt no later than deadline date and time) of their proposals by the Department. Proposals received after the stated time and date, whether by U.S. mail, commercial delivery or hand delivery will not be accepted. Delivery of the proposal to the appropriate office by the deadline is the sole responsibility of the proposer. It is the Vendor’s responsibility to verify that the Department has received the Vendor’s proposal. The Department is not liable for any cost incurred by a Vendor in replying to and delivering this RFP. **Electronically submitted proposals will not be accepted.**

Proposals will be received at the mailing and physical addresses stated in Appendix A. Proposals must be labeled on the outside of the envelope as follows:

**Proposal Enclosed
Medicare Cost Consultant Services
Due: May 09, 2014**

5.3 Opening of Proposals

The Contracts Administrator of the Department, Bureau of Home and Community Services shall open the proposals from Vendors in the presence of the Department's State Home Care Director/designee within one week of the deadline.

5.4 Incomplete Proposals

Incomplete proposals, including partial responses to the seven (7) sections of the proposal, the omission of the required number of copies and the unsigned Proposal Signature and Certification Forms, will be immediately disqualified from consideration. The Department will notify Vendors whose proposals were disqualified.

5.5 Withdrawals

Any proposal may be withdrawn up to the deadline date and time set for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer to sell to the Department the services set forth in these specifications for a period of 120 days from the proposal opening date. Withdrawals should be directed in writing to the same address for submitting proposals.

5.6 Confidential Information

Department will not present or otherwise make available, any documents relating to this RFP to any other person, agency or organization other than those evaluating proposals for the purpose of recommendations for award or until notification of intent to award. Commercial or financial information obtained in response to this RFP which is privileged and confidential and clearly marked as such will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the Vendor supplying the information. All Vendors, therefore, must visibly mark as "CONFIDENTIAL" each part of their proposal which they consider to contain proprietary information.

5.7 Communication Restrictions

From the issue date of this RFP until a contractor is selected and the selection is announced, Vendors submitting proposals are not allowed to communicate with any other Vendors submitting proposals, or with any Department staff concerning this RFP except the Bureau of Home and Community Services Contracts Administrator or the State Home Care Director/designee. Vendors shall not attempt to negotiate with

Department, any aspects of the procurement until otherwise notified by Department. For violation of this provision, the Department reserves the right to reject the proposal of the violator.

6. METHOD OF EVALUATION AND AWARD

6.1 Evaluation Criteria

Proposals shall be reviewed and evaluated by representatives of the Alabama Department of Public Health. The evaluation will include the basic criteria listed below for the purpose of ranking proposals in relative position based on how fully each proposal meets the requirements of the RFP.

<u>Basic Evaluation Criteria</u>	<u>Points</u>
Minimum Qualifications	Pass-or-Fail
Managerial and Staff Capability	280
Past Performance (experience)	
Most Critical Aspects of Experience	
Vendor Organization	
Staff Qualifications	
Key Personnel Credentials	
References	
Scope of Work	420
Technical Specifications	
Including:	
How Specifications are/will be Met	
How the Scope of Work will be Performed	
Description of Work Products	
Description of General Reimbursement Assistance	
and Other Requirements	
Project Management	
Ability/Plan to Meet Deliverables Schedule	
Support Plan	
Customer Service Procedures	
Cost	400
Maximum Total Points	1100

6.2 Discussions and Negotiations

The Department may, at its sole option, enter into discussions with Vendors whose proposals are deemed reasonably sufficient for contract award

consideration. After discussions, Vendors may be allowed to submit additional technical and cost information for consideration. Department may also enter into negotiations with the Vendor deemed to be the appropriate contractor for the services requested in the RFP.

6.3 Final Authority

- a. The State Health Officer is Department's final authority on all requests for purchases and contractual services.
- b. Approval of the State Finance Director is necessary for certain purchases.
- c. Approval of the State Finance Director, the Legislative Contract Review Oversight Committee and the Governor of Alabama are necessary for State of Alabama contractual agreements.

7. STATE OF ALABAMA TERMS AND CONDITIONS

7.1 Sales Tax Exemption

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

7.2 Equal Employment Opportunity

It is the policy of the Department to ensure equal employment opportunity for all, and that no one discriminates against any employee or applicant for employment because of race, color, religion, ethnic or national origin, age, gender, or disability.

7.3 Contract Document Priority

The RFP and the complete proposal in response to the RFP shall be appended to the contract, and shall be incorporated as an integral part thereof. In the event of a discrepancy among the contract, the RFP, and the proposal, the order of priority of the documents shall be as follows:

- a. The language in the contract;
- b. The language in the proposal;
- c. The language in the RFP.

7.4 Laws, Rules and Regulations

State of Alabama laws, rules, and regulations specifically govern the format and all the requirements of contracts between State agencies and Vendors, including contracts for Medicare Cost Consultant Services. Vendor agrees to abide by all State of Alabama laws, rules, regulations, and requirements pertaining to contracts between Vendors and

State of Alabama agencies. Vendor agrees to include all State of Alabama required clauses in the contract (see Appendix B). Contractual requirements and negotiations specifically detailing the responsibility of the Vendor and Department will be provided by Department's Office of General Counsel as appropriate.

The Office of Inspector's General has the authority to exclude individuals and entities from Federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act and maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (LEIE). Anyone who hires an individual or entity on the LEIE may be subject to civil monetary penalties (CMP).

Appendix A**KEY RFP EVENTS AND DATES**

<u>EVENT</u>	<u>DATE</u>
RFP Release Date	4/07/14
Deadline to Register for Pre-Proposal Conference	4/25/14
Deadline to Receive Vendors' Written Questions	4/25/14
Deadline to Receive Vendors' Notification of Intent to Submit Proposal	4/25/14
Pre-proposal Conference at 10:00am	4/30/14
Proposal Due Date 5:00 p.m. Central Time	5/09/14
Effective Date of 2-Year Contract	8/01/14 - 7/31/16

CONTACT INFORMATION**MAILING ADDRESS:**

Alabama Department of Public Health
 Bureau of Home and Community Services
 Attn.: Jemekia Walker-Brown, Contracts Administrator
 P. O. Box 303017
 Montgomery, AL 36130-3017

PHYSICAL ADDRESS:

Alabama Department of Public Health
 Bureau of Home and Community Services
 RSA Tower, Suite 1200
 201 Monroe Street
 Montgomery, AL 36104

RFP CONTACT:

Jemekia-Brown Walker
 Phone: 334-206-5713; 800-225-9790
 E-mail: jemekia.walker@adph.state.al.us
 Fax: 334-206-7013

Appendix B

**REQUIRED CLAUSES
IN CONTRACTS WITH THE
ALABAMA DEPARTMENT OF PUBLIC HEALTH**

FALSE CLAIMS ACT. Contractor acknowledges and understands that it is illegal to make or cause to be made any false or fraudulent information or documentation which results in or could have resulted in false or fraudulent claims submitted by Department to any government funded health care program for reimbursement. This includes instances where the Contractor has knowledge of the false information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. Contractor also understands that such acts may result in the exclusion of the violator in participation in any federal health care program, and are prohibited under this contract.

Contractor also acknowledges and understands that, to comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No.109-171, 120 Stat. 4 (February 8, 2006) regarding False Claims Act Education, Department has provided Contractor with Department's Policy on False Claims Liability, Anti-Retaliation Protections, and Detecting and Responding to Fraud, Waste and Abuse.

ANTI-KICKBACK STATUTE. Contractor understands that an individual may be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both for knowingly and willfully soliciting, receiving, or offering as an inducement to a person any remuneration (including any kickback, bribe, or rebate) or anything of value, directly or indirectly, overtly or covertly, in cash or in kind:

- (1) In return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program, or
- (2) In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under federal health care program.

Contractor also understands that such acts may result in the exclusion of the violator in participation in any federal health care program, and are prohibited under this contract.

MEDICAL IDENTITY THEFT PREVENTION. Contractor understands that medical identity theft occurs when a person seeks health care using someone else's name, other identifying information, or insurance information. Contractor agrees to apply all reasonable diligence to prevent medical identity theft by verifying the patient's identity prior to the provision of services. Contractor also agrees to apply all reasonable diligence to prevent any individual providing services under this contract from using someone else's name, other identifying information, or insurance information to obtain medical care for self or persons known directly or indirectly by the individual. Reasonable diligence includes the identification, detection, and response to patterns, practices, specific activities, or other "red flags" that could indicate medical identity theft.

CLOSEOUT CLAUSE. Contractor acknowledges that under the Alabama Department of Finance Fiscal Policies and Procedures Manual, all invoices or other demands for payment hereunder by Contractor must be received by the Department before the first day of August of the fiscal year next following the fiscal year in which the Contract closes out. Invoices or demands for payment received after that date for work and labor performed within the previous fiscal year cannot be paid and are forfeit.

DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) day written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract

TERMINATION CLAUSE. This Contract may be terminated by either party by giving thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. 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 the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either 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 Contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

MERIT SYSTEM CLAUSE. Contractor shall not be entitled to receive any benefits under this Contract that merit system employees receive by virtue of their status or employment, nor may Contractor nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Contract. Any such employment automatically voids this Contract

HOLD HARMLESS CLAUSE. Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the

Contractor or any Subcontractor, agent, servant or employee of Contractor while in performance hereunder.

FUND APPROPRIATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) days written notice to Contractor should the Legislature of Alabama fail to appropriate funds for the continued payment of this Contract. This termination for cause is supplemental to any other rights Department may have under this Contract or otherwise to terminate this Contract.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

HIPAA CLAUSE. This Clause is necessitated by the application of the Health Insurance Portability and Accountability Act, being 42 U.S.C. §§ 1320d-1329d-8 as amended by § 262 of P.L.104-191, 110 Stat. 2020-2031 and § 264 of P.L.104-191 (42 U.S.C. § 1320d-2 as amended) and as further amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and regulations promulgated thereunder (HIPAA). References in this clause are to the Code of Federal Regulations, hereinafter "CFR."

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Contractor.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to

the person to which this proposal is submitted 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, proposal, and voluntarily excluded, as used in this clause, 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 proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction 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 proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," 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 sub-paragraph 5 above, 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. **Definitions** Terms used, but not otherwise defined, in this Clause shall have the same meaning as in the Department of Health and Human Services' Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Security of Electronic PHI or E-PHI ("Security Rule"), 45 CFR Parts 160 through 164.

Appendix C**PROPOSAL SIGNATURE AND CERTIFICATION FORM
REQUEST FOR PROPOSAL**

Instructions: Please ensure that all three lines at the bottom of this form are completed. The form must contain a manual, original signature of an officer or employee authorized to sign for the proposer. Return an original, completed, signed Certification form with each copy of your proposal. Failure to return a Certification form containing an original, manual signature with each of the four proposal copies will render your proposal invalid.

PROPOSAL

We propose to furnish and deliver the services named in the attached Request for Proposal for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer which, when accepted in writing by the Alabama Department of Public Health and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Alabama Department of Public Health.

It is understood and agreed that we have read the Department's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree, if awarded the contract, to deliver service which meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred and twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Proposer(s) must sign and return a Certification form with each copy of the RFP)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is in violation of State and Federal law, and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer(s).

Authorized Signature

Corporate Seal

Date

Please type name and title of person signing.

Appendix D

VENDOR MINIMUM QUALIFICATIONS VERIFICATION FORM REQUEST FOR PROPOSAL

VENDOR MINIMUM QUALIFICATIONS	YES	NO
Business Stability – Has your company provided Medicare Cost Consultant services on an ongoing basis for more than five (5) years?		
Home Health Agency Experience – Can your company provide proof of experience preparing Medicare Cost Reports for more than five (5) years for governmental multi-site home health agencies which provide a minimum of 300,000 home health visits each year?		
Home Health Agency Experience – Can your company provide proof of experience preparing Medicare Cost Reports for more than five (5) years for private , multi-site home health agencies which provide a minimum of 300,000 home health visits each year?		
Contractor Credentials – Are you or does your company employ (on staff or by contract) a Certified Public Accountant (CPA) who can ascertain the interim and final work product (Medicare Cost Report) to be true, accurate and prepared as required according to applicable Medicare regulations?		
Contractor Status – Will your company perform 100% of the work without subcontracting or assignment of the contract, if awarded?		
Alabama License - Is your company an Alabama-licensed company?		
Indemnification and Insurance – Does your company agree to hold harmless, indemnify and defend the indemnities of the State of Alabama against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature arising out of or incidental to the performance of this contract by or on behalf of your company, whether or not due to or caused in part by negligence.		

By affixing my signature below, I am attesting that I am a duly authorized officer of the company and I am verifying that the company meets the Vendor minimum qualifications to qualify and have a proposal evaluated in response to Department's RFP.

Authorized Signature

Date

Please type name and title of person signing.

NOTES