

# **REQUEST FOR PROPOSAL (RFP)**

**To obtain accreditation for the Alabama Department of Public Health Statewide Home Care Program**

**Issued by:**

**ALABAMA DEPARTMENT OF PUBLIC HEALTH  
Bureau of Home and Community Services  
RSA Tower, Suite 1200  
201 Monroe Street  
Montgomery, AL 36104**

**December 2019**

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## Overview and Purpose of the RFP

The Alabama Department of Public Health, Bureau of Home and Community Services (Department), is currently accepting proposal for accreditation services. It is our intent to enter into a contract with a professional Accreditation Organization (AO) to provide an objective, non-biased third-party assessment of the Home Care Program's policies and procedures in compliance with current state and federal regulations.

## Background

The Social Security Act (the Act) provides for a system of quality assurance in the Medicare program based on objective, onsite, outcome-based surveys by federal and State surveyors. The survey and certification (S&C) system provides beneficiaries with assurance that basic standards of quality are being met by health care providers or, if not met, that remedies are promptly implemented. CMS defines an accredited provider or supplier to mean "a provider or supplier that has voluntarily applied for and has been accredited by a national accreditation program meeting the requirements of and approved by CMS in accordance with §488.5 or §488.6.

Section 1865(a)(1) of the Act permits providers and suppliers "accredited" by an approved national AO to be exempt from routine surveys by State survey agencies to determine compliance with Medicare conditions. Accreditation by an AO is voluntary and is not required for Medicare certification or participation in the Medicare Program. A provider's or supplier's ability to bill Medicare for covered services is not impacted if it chooses to discontinue accreditation from a CMS-approved AO or change AOs. Section 1865(a)(1) of the Act provides that if the Secretary finds that accreditation of a provider entity by a national accreditation body demonstrates that all applicable conditions are met or exceeded, the Secretary may deem those requirements to be met by the provider or supplier. Before permitting deemed status for an AO's accredited provider entities, the AO must submit an application for CMS review and approval.

<https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/MedicareProviderSupEnroll/index>

### 1. VENDOR MINIMUM QUALIFICATIONS

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

Vendor must apply and demonstrate its ability to meet or exceed the Medicare conditions of participation/coverage as cited in the Code of Federal Regulations: Home Health Agencies (HHAs) in accordance with 42 CFR 484.

#### Vendor must:

- Be pre-approved by the Centers for Medicare and Medicaid Services (CMS) to provide Home Health Accreditation and Deeming Services.

- Have more than five (5) years of experience providing Home Care Program Accreditation services for governmental and/or private, multi-site home health agencies, which provide a minimum of 300,000 home health visits to Medicare and Medicaid beneficiaries each year.
- Provide proof of experience.
- Perform 100% of the work.
- Be an Alabama-licensed company or willing to obtain a Foreign Corporation – Certificate of Authority to conduct business in the State of Alabama.

Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama, until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B-15.0, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not keep the Vendor from submitting a response to this RFP.

## **2. GENERAL INFORMATION**

### **2.1 RFP Publication/Vendor Notification**

The RFP to obtain accreditation services for the Alabama Department of Public Health Statewide Home Care Program will be publicized by sending the RFP via U. S. Postal Service or electronic mail to a list of CMS pre-approved vendors who can accredit the Home Care program. The list of potential vendors was obtained from <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/SurveyCertificationGenInfo/Downloads/Accrediting-Organization-Contacts-for-Prospective-Clients-.pdf>

### **2.2 Contract Term**

The three (3) year contract resulting from this RFP will be effective on March 1, 2020 and will terminate on February 28, 2023. Either party may terminate the contract by giving thirty (30) days written notice to the other party any time during the contract term.

### **2.3 Method of Payment**

Reimbursement under this contract shall be made either monthly, quarterly, annually, or as services are provided (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 verifies 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.

## **2.4 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.

## **2.5 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 the pre-proposal conference. This conference will provide Vendors an opportunity to discuss and obtain clarification regarding the RFP content and requirements. All expenses related to this meeting will be the responsibility of the Vendor and not the Department.

The pre-proposal conference will be conducted via telephone conference call on the date stated in Appendix A. 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. It is the Vendors' responsibility to notify the Department of their intent to submit a proposal if they wish to be included on the distribution list for questions, answers generated from the written questions and pre-proposal conference. Vendors must notify the Department of their intent to submit a proposal no later than the deadline date stated in Appendix A.

**2.6 Amendments**

If it becomes necessary to revise any part of the RFP, Department will provide all amendments and interpretations, in writing, to Vendors who are still in competition.

**2.7 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. SPECIFICATIONS**

**3.1 Scope of Work** – *AO must address how they will fulfill each element of the Scope of Work.*

- (1) Roles and Responsibilities and timing parameters of accreditation.
- (2) Receipt of accreditation standards.
- (3) On site review.
- (4) Plan of Action/Correction.
- (5) Review Process.
- (6) Accrediting and Deeming Procedures.

**Participation Requirements**

Vendor must continue to meet CMS' Accreditation Requirements and perform its roles and responsibilities for the duration of the contract with Department. Vendor's failure to maintain status as an AO and perform its roles and responsibilities may result in, at a minimum, termination of the contract.

### **3.2 Project Management**

Vendor shall clearly identify Vendor's Project Manager assigned to Department, and provide contact information and availability time of the Project Manager. Vendor shall notify Department within twenty-four (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.

### **3.3 Support**

Vendor shall provide the necessary technical support and consultation to Department to ensure CMS requirements are met.

### **3.4 Customer Services**

Vendor shall provide timely, efficient and effective customer service when addressing Department's inquiries and requests. Customer Service shall be available to Department 8:00 a.m. – 5:00 p.m, Monday – Friday, Central Time, except on State and Vendor observed holidays and other pre-notification occasions.

### **3.5 Training**

Vendor shall provide training assistance to Department to ensure the CMS requirements are met.

## **4. PROPOSAL RESPONSE REQUIREMENTS AND FORMAT**

### **4.1 Preparation of Proposal**

All proposals should be complete and carefully worded, 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 eight (8) 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 (Appendix C). 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 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 copy of the form bearing the original, manual signature of an authorized officer. Unsigned Proposal Signature and Certification Forms will constitute an unsigned proposal, including all copies, and will be rejected. The 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 (Appendix D). It must be completed and signed 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. 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 200,000 and 300,000 home health visits are performed per year for Medicare and Medicaid beneficiaries.

Number of Admissions – Between 6,000 and 7,000 home health admissions are performed per year for Medicare and Medicaid beneficiaries.

Number of Patients – Between 4,500 and 5,000 unduplicated patients are admitted to the home health agency who are Medicare and Medicaid beneficiaries.

Sites – Visits are made from multiple subunits located in different cities throughout the State.

Patient Information – Patient Information is maintained in an integrated Electronic Data Management System.

### (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 type of Health Care Provider 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 type of health care provider located in the State of Alabama**. If the Vendor has had no experience with any type of health care provider 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 experience providing the services as required in the RFP.

**(7) Resumes**

Vendor must provide resumes for each staff member responsible for design implementation, 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, license and certifications of each identified individual.

**(8) References**

Vendor must provide a minimum of three (3) trade references including names of person who may be contacted, position of person, addresses, and phone number where Home Care Program Accreditation 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 or another type of governmental health care provider.
- At least one reference shall be a health care provider 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**

Information in this section must be sufficiently detailed to substantiate that the services offered either meet or exceed the *Specifications* in this RFP. This section must detail how the expected technical and professional performance required and requested will be met and how work products will be delivered.

The services offered must only relate to those requested in the *Specifications* section of this RFP, especially how the Vendor will meet CMS' requirements at the time Vendor is preparing the response to the 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.

#### **g. Description of Customer Service Procedures**

This section shall contain a complete description in detail of the customer service the Vendor is prepared to provide. The Vendor must have an established

customer service program or procedure. The Vendor must have, as its primary focus, timeliness, efficiency and effectiveness in providing services and when addressing Department's inquiries and requests. An important component will be prompt and courteous responses to staff inquiries and requests, which can be validated by references. Web-based access and/or a toll-free telephone number shall be available to Department for customer service.

#### **h. Costs**

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

- (1) An identification of the type of billing method used to accomplish the requirements of Accreditation Services.
- (2) The expected cost of the Application Fee.
- (3) The Annual Accreditation Fee.
- (4) An itemized list of Site Visit charges and the number of visits required (including Focus Visits).
- (5) An itemized list of no charge services related to support, customer service, and training.
- (6) An itemized list and cost of services related to support, customer service and training on a monthly, quarterly and annual basis.
- (7) The expected cost of Complaint visits per day.
- (8) The hourly or project billing rate for the performance of other related services within the scope of the Vendor's profession and experiences, but beyond the scope of the CMS requirements.
- (9) An itemized list of no charge travel detailed by air fare, taxi, rental car, parking fees, meals, and lodging costs, if applicable.
- (10) The expected cost of other expenses associated with travel detailed by air fare, taxi, rental car, parking fees, meals, and lodging costs, if applicable, for non-CMS required services requested by Department.
- (11) An itemized list of any other costs not mentioned above.
- (12) Vendor's firm-price for services provided on an annual basis and Vendor's firm-price grand total cost of the three-year contract term, if awarded.

## **5. PROPOSAL RESPONSE SUBMISSION**

### **5.1 Number of Copies to be Submitted**

Each Vendor must submit three (3) copies of the proposal, and three (3) copies of the Proposal Signature and Certification Form to the Department. Each copy of the proposal should be bound in a single volume, where practical. The required form and all supporting documentation submitted with the proposal should be included in each bound single volume, where practical.

### **5.2 Proposal Submission 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.

**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  
Home Care Program Accreditation  
Due: January 6, 2020**

### **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 after the proposal due date has expired.

### **5.4 Incomplete Proposals**

Incomplete proposals, including partial responses to the eight (8) 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 not notify Vendors who are 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 criteria listed below will be used for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of the RFP.

| <b><u>Evaluation Criteria</u></b>              | <b><u>Points</u></b> |
|--|----------------------|
| <b>Minimum Qualifications</b>                  | <b>Pass-or-Fail</b>  |
| <b><u>Managerial and Staff Capability</u></b>  | <b><u>300</u></b>    |
| Past Performance (experience)                  | 75                   |
| Most Critical Aspects of Experience            | 75                   |
| Key Personnel Credentials                      | 75                   |
| References                                     | 75                   |
| <b><u>Technical Capability and Service</u></b> | <b><u>300</u></b>    |
| Scope of Work                                  | 150                  |
| Ability/Plan to Meet Timelines                 | 150                  |
| <b><u>Cost</u></b>                             | <b><u>400</u></b>    |
| <b>Maximum Total Points</b>                    | <b>1000</b>          |

### 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 Home Care Program Accreditation Services contracts. 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) and agrees to omit any clauses not allowed. 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.

Contracting vendor must register with the State of Alabama Accounting and Resources Systems (STAARS) at <https://procurement.staars.alabama.gov/> prior to finalizing contract.



## Appendix A

### KEY RFP EVENTS AND DATES

| <b><u>EVENT</u></b>  | <b><u>DATE</u></b>  |
|--|---------------------|
| RFP Release Date   | 12/13/19            |
| Deadline to Register for Pre-Proposal Conference                       | 12/20/19            |
| Deadline to Receive Vendors' Notification of Intent to Submit Proposal | 12/20/19            |
| Deadline to Receive Vendors' Written Questions                         | 12/27/19            |
| Pre-proposal Conference  | 12/27/19            |
| Questions-Answers Distribution Date                                    | 12/27/19            |
| <b>Proposal Due Date<br/>5:00 p.m. Central Time</b>                    | <b>01/06/19</b>     |
| Evaluation Period  | 01/07/20 – 01/08/20 |
| Anticipated Contract Award Notification                                | 01/09/20            |
| Effective Date of 3-Year Contract                                      | 03/01/20 – 02/28/23 |

### CONTACT INFORMATION

#### **MAILING ADDRESS:**

Alabama Department of Public Health  
 Bureau of Home and Community Services  
 Attn.: Jemekia Walker-Brown,  
 Branch Director of Budget, Contracts, and Personnel  
 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 Walker-Brown  
 Phone: 334-206-5713; 334-206-5341; 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**

**BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT.**

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.

**OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION.** Section 6501 of the Patient Protection and Affordable Care Act (“PPACA”) regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states’ Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

**CLOSEOUT CLAUSE.** Contractor acknowledges that all invoices or other demands for payment must be received by the Department by (Invoice Closeout Date). Invoices or demands for payment received after that date cannot be paid and are forfeited.

**ANTI-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.

**ANTI-BOYCOTT CLAUSE.** Contractor represents 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.

**GOVERNOR’S PRORATION CLAUSE.** It is agreed that the Department may terminate this Contract by providing a 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 providing a 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.** 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.

**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 providing a thirty (30) day 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.

**HIPAA CLAUSE.** This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

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

## 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 sign and return a Certification form with each of the four RFP 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

| MINIMUM QUALIFICATIONS  | YES | NO |
|---|-----|----|
| <b>Business Stability</b> – Has your company provided Home Care Program Accreditation services on an ongoing basis for more than five (5) years?  |     |    |
| <b>Home Health Agency Experience</b> – Can your company provide proof of experience providing Home Care Program Accreditation services for more than five (5) years for <b>governmental</b> , multi-site home health agencies which provide a minimum of 200,000 home health visits to Medicare and Medicaid beneficiaries each year?   |     |    |
| <b>Home Health Agency Experience</b> – Can your company provide proof of experience providing Home Care Program Accreditation services for more than five (5) years for <b>private</b> , multi-site home health agencies which provide a minimum of 200,000 home health visits to Medicare and Medicaid beneficiaries each year?  |     |    |
| <b>Contract Status</b> – <b>Can</b> your company perform 100% of the work without subcontracting or assignment of the contract, if awarded?   |     |    |
| <b>Contract Status</b> – <b>Will</b> your company perform 100% of the work without subcontracting or assignment of the contract, if awarded?  |     |    |
| <b>Alabama License or Foreign Corporation - Certificate Of Authority</b> - Is your company an Alabama-licensed company?   |     |    |
| <b>Alabama License or Foreign Corporation - Certificate Of Authority</b> – If your company is not an Alabama-licensed company, is your company willing to obtain a Foreign Corporation – Certificate of Authority to conduct business in the State of Alabama?  |     |    |
| <b>Indemnification and Insurance</b> – 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.