

# **REQUEST FOR PROPOSAL (RFP)**

**To Conduct the  
Home Health Outsourced ICD 10 Coding  
and  
OASIS-C1 Review Services**

**For the  
Statewide Home Care Program  
Alabama Department of Public Health**

**Issued by:**

**THE ALABAMA DEPARTMENT OF PUBLIC HEALTH  
BUREAU OF HOME AND COMMUNITY SERVICES  
RSA Tower, Suite 1200  
201 Monroe Street  
Montgomery, AL 36104**

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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 (the “Department”) to enter into a contract with an organization that can provide regulatory OASIS-C1 reviews, apply proper ICD coding to diagnosis, and review plan of care elements for accuracy and alignment with OASIS-C1 and coding recommendations. Services will provide guidance to Health Information Management and other coders, clinicians, billing, and financial staff.

State of Alabama Act No. 2001-956 requires that proposals be solicited from Vendors for contracts unless they are specifically exempt from the Act. Contracts for coding and OASIS C1 reviews 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 Department Overview

The Bureau of Home and Community Services (the “Department”) is the parent agency for the statewide Medicare/Medicaid Certified Home Health Program that serves all Alabama counties with the exception of Mobile and Baldwin. We provide care from 26 different locations in Alabama.

Services available to the citizens of Alabama, include:

- skilled nursing
- personal care
- wound care
- intravenous therapy
- diabetic care
- cardiovascular care
- post hospital assessment and teaching
- urinary catheter management
- medical social work services
- physical, occupational, and speech therapy

Services are provided by registered nurses, licensed practical nurses, home health aides, social workers, and therapists. The eligibility requirements vary from one program to another and can depend on such factors as age, disability, or socio-economic status.

Home Health	PPS Admits	Non-PPS Admits
Monthly Assessments	3,254	4,500

\*The above amounts include all 26 subunits; however, all subunits may or may not utilize coding services with contracted Vendor.

## Accredited

The Department's Home Health Program is accredited by Community Health Accreditation Program ([CHAP](#)).

### 1.3 Project Details

In compliance with federal regulations, the Department recognizes the major challenges to coding and billing through the implementation of the Department of Health and Human Services mandated ICD-10 coding system. The purpose of this RFP is to invite prospective Vendors to submit a proposal to supply a home health coding solution to the Bureau of Home and Community Services.

Departmental expectations include adhering to the following processes:

- Home Health Process Flow
  - Perform diagnosis coding as well as auditing of the required OASIS-C1 document using our Electronic Medical Record system in an integrated and efficient manner.

The Vendor must also be responsible for the following:

- Providing the necessary equipment to their coders.
- Ensure coders are trained on the Department's software.
- Performing the coding process from start to finish in 48-72 hours.
- Cover all counties as assigned by the Department.

## 2. RFP PUBLICATION/PREPARATION

### 2.1 RFP Publication

The RFP to conduct Home Health Outsourced ICD 10 Coding and OASIS C1 reviews will be publicized by sending the RFP via U. S. Postal Service or electronic mail. The list of potential Vendors was obtained from State of Alabama, Department of Finance, State Purchasing Division. The list consists of companies registered with State Purchasing as consulting Vendors.

### 2.2 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 the Department after the deadline date stated in Appendix A.** All replies to questions will be in writing. When a question received by the 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 the 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 call. This conference call will provide Vendors an opportunity to discuss and obtain clarification regarding the RFP content and requirements. All related expenses for this conference call will be the responsibility of the Vendor and not the Department.

The pre-proposal conference call will be conducted on the date stated in Appendix A. Vendors should register all of their company's participants for the pre-proposal conference call 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.

### **2.3 Amendments**

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

## **3. RFP FORMAT AND CONTENT**

Proposals must consist of the ten (10) 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. All proposals should be 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.

### **3.1 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.

### **3.2 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. Electronic signatures will not be accepted.

### **3.3 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.

### **3.4 Table of Contents**

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

### **3.5 Vendor Qualification Requirements**

All Vendors must provide the following information in order for their proposal to be considered:

- 1) Provide a brief outline of your company and services offered, including:
  - Full legal name of company
  - Year business was established
  - Public or Private
  - Number of people currently employed
  - List of existing/current product and services

- 2) Provide a description of the geographic reach of your products and/or services.
- 3) Provide a statement describing what differentiates your services from those of your competitors.
- 4) Describe how your outsourced coding for Home Health will be a cost efficient and effective coding solution for our Department.
- 5) Describe the coding products and services you currently provide.
- 6) Describe how to achieve and maintain consistent, accurate coding based on peer-reviewed and nationally recognized standards and guidelines.
- 7) Provide your days and hours of operation, including holidays, and your turn-around time on completing home health cases.
- 8) Describe how you achieve and maintain minimum downtime in coding and disruption of service.
- 9) Describe your disaster recovery plan for disruptive events.
- 10) Describe documents and information needed from our Department for your company to code/review cases.

### **3.6 Technology and Security**

- 1) Describe what software, applications, and/or systems your coders utilize when coding a case (automation of coding workflow of computer-assisted coding.)
- 2) Describe how coders are set up with the requisite hardware and software.
- 3) Describe connectivity and security structure, if coders/reviewers are remote.
- 4) Describe how you protect against and monitor for malware and viruses for coders who are office-based or home-based.
- 5) Describe what background checks are performed on coders prior to employment.
- 6) Describe the process of terminating employment of a coder, and how the Department is notified.
- 7) Describe how you monitor compliance with HIPAA and other security protocols and policies.
- 8) Provide policies/practices in which Protected Health Information is protected.



### **3.7 Production: Training and Certification**

- 1) How do you recruit, orient, and train new coders?
- 2) Are your coders certified? If yes, provide details on the type of certification(s) and how the coder's certifications are verified and maintained.
- 3) What is your volume capacity? Describe the timeliness and resources needed for implementation to bring on coders to code for multiple offices.
- 4) What type of on-going training and updates do your employees and coders receive?
- 5) What level of HIPAA orientation and training do your employees and coders receive?
- 6) Describe daily productivity requirements/expectations and how they are monitored and enforced.
- 7) Describe how home-based coders are supervised, their work is managed and reviewed for Quality Assurance, and their productive/turnaround time.
- 8) When your coders have recommendations, how are their recommendations communicated to your clients?
- 9) When coders cannot complete their coding because of a lack of information (incomplete/missing data), how do you resolve the issue?
- 10) Is your staffing, and are your systems sized for capacity to allow for planning and growth?
- 11) What types of reporting do you provide (e.g., turnaround times, cases with missing/incomplete data, etc.) for your clients?
- 12) Indicate your normal methods of linking productivity and charge to the customer.
- 13) Document the tools you can provide to the Department concerning tracking of cases. For example, describe how we would know the status of a particular case.

### **3.8 Customer Service Requirements**

- Provide point of contact information, their availability and response time for designated services.
- Provide invoice format with detail, including service lines, units, etc.
- Describe the preferred communication method between the Department and Vendor.

### **3.9 Pricing**

- Describe the invoice and billing process for your proposed solution.
- The Vendor must provide detailed, firm pricing for their proposed solution.
- Describe additional discounts on your proposed solution.

### **3.10 Additional Services**

- Provide confidentiality policy.
- Project timeline if awarded the bid including date which you can begin.
- Describe specification requirements of the Department and the Electronic Medical Record software vendor.
- Provide a brief description of any other services that might be relevant to this RFP.

## **4. RESUMES**

Vendor must provide resumes for each staff member responsible for 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.

## **5. REFERENCES**

Vendor must provide a minimum of three (3) trade references, including names of person(s) who may be contacted, position of person, address, and phone number. 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.

### **(a) 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.

### **(b) Third Party Relationships**

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

## **6. PROPOSAL RESPONSE SUBMISSION**

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

Each Vendor must submit **three (3) copies** of the proposal, **three (3) copies** of the Proposal Signature and Certification Form and **three (3) 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.

## 6.2 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.

**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 Health Outsourced ICD 10 Coding Services  
Due: 09/07/18**

## 6.3 Incomplete Proposals

Incomplete proposals, including partial responses to the ten (10) sections of the proposal, the omission of the required number of copies, and/or the unsigned Proposal Signature and Certification Forms will be immediately disqualified from consideration. The Department will notify Vendors whose proposals were disqualified.

## 6.4 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 one hundred twenty (120) days from the proposal opening date. Withdrawals should be directed in writing to the same address for submitting proposals.

## 6.5 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.

## 6.6 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.

## 6.7 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, organization, and total cost. The purpose of this RFP is to identify those Vendors that have the interest, capability, and capacity to supply the Department with the Home Health – Outsource Coding Solution identified in this RFP.

### Criteria for Selecting a Vendor

Below is a list of criteria that will be used for the evaluation and selection of a vendor:

<b>Production: Training and Certification</b>	<b>300</b>
<ul style="list-style-type: none"> <li>• Reviewer competency and credentialing</li> <li>• Auditing program</li> <li>• Volume capacity</li> <li>• ICD10 planning and preparedness</li> <li>• Response &amp; Turnaround times</li> </ul>	
<b>Technology and Security</b>	<b>100</b>
<ul style="list-style-type: none"> <li>• Evidence of Compliance to all related HIPAA privacy and security requirements.</li> </ul>	
<b>Experience and References</b>	<b>200</b>
<b>Cost</b>	<b>400</b>
<b>Maximum Total Points</b>	<b>1000</b>

## 6.8 Selection and Notification

Vendors determined by the Department to possess the capacity to compete for this

contract will be selected to move into the on-site demonstration and negotiation phase of this process. Written notification will be sent to these Vendors via email. Those Vendors not selected for the on-site demonstration phase will not be notified.

## **6.9 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.

## **6.10 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 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. 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, and agrees to omit any non-allowable clauses (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).

### **7.2 Alabama License or Foreign Corporation – Certificate Of Authority**

The Vendor must 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.

### **7.3 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.

### **7.4 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.

### **7.5 Contract Term**

The contract resulting from this RFP will be effective on **October 1, 2018** and will terminate on **September 30, 2021**. Either party may terminate the contract by giving thirty (30) days written notice to the other party any time during the contract term.

### **7.6 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 verifies that the work corresponding to the invoice was performed. Invoices and inquiries concerning payment after invoices have been submitted to the Department are to be directed to the receiving agency, 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.

**Appendix A**

## KEY RFP EVENTS AND DATES

EVENTS DATE

RFP Release Date	8/15/18
Deadline to Receive Vendors' Notification of Intent to Submit Proposal	8/24/18
Deadline to Register for Pre-Proposal Conference Call	8/29/18
Deadline to Receive Vendors' Written Questions	8/29/18
Pre-Proposal Conference Call at 10:00 am	8/31/18
<b>Proposal Due Date 5:00 p.m. Central Time</b>	<b>9/07/18</b>
Anticipated Contract Award Date	9/11/18
Effective Date of 3-Year Contract	10/01/18 - 9/30/21

## CONTACT INFORMATION:

## MAILING ADDRESS:

Alabama Department of Public Health  
 Bureau of Home and Community Services  
 Attn.: Jemekia Walker-Brown, Contract 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 Walker-Brown  
 Phone: 334-206-5713; 334-206-5341; 800-225-9770  
 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.** 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 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.

BUSINESS ASSOCIATE AGREEMENT (BAA). It is understood and agreed that the Department is a "hybrid entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as Attachment \_\_\_\_\_, which the Contractor agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section 4 of the Business Associate Agreement until the information is destroyed or returned to the Department.

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, signed in blue ink. 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 **three (3)** 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
Business Stability – Has your company provided coding services on an ongoing basis for more than five (5) years?		
Home Health Agency Experience – Can your company provide proof of experience for coding services for more than five (5) years for <b>governmental</b> multi-site home health agencies?		
Home Health Agency Experience – Can your company provide proof of experience for coding services for more than five (5) years for <b>private</b> multi-site home health agencies?		
Contract Status – Can your company perform 100% of the work without subcontracting or assignment of the contract, if awarded?		
Contract Status – Will your company perform 100% of the work without subcontracting or assignment of the contract, if awarded?		
Alabama License or Foreign Corporation - Certificate Of Authority - Is your company an Alabama-licensed company?		
Alabama License or Foreign Corporation - Certificate Of Authority – 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?		
HOLD HARMLESS – Does your company agree to hold harmless, indemnify 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.		

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.