STATE OF ALABAMA
DEPARTMENT OF MENTAL HEALTH
RSA UNION BUILDING
100 N. UNION STREET
POST OFFICE BOX 301410
MONTGOMERY, ALABAMA 36130-1410
www.mh.alabama.gov

October 14, 2026

RFP 2027-10

Dear Vendor,

The Alabama Department of Mental Health (ADMH) is soliciting proposals for an Intellectual Developmental Disabilities Intermediate Care Facility. Request for Proposals (RFP) will be accepted until **2:00 pm on Monday, November 16, 2026.**

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

When submitting a proposal, please read the entire RFP document and return your proposal in the requested format. All proposals should be submitted in ink or typed and contain an original signature. Submissions should be delivered to:

AL Department of Mental Health
Office of Contracts & Purchasing
100 North Union Street, Suite 570
Montgomery, AL 36104

MAILING NOTE: Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are **NOT** accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely. All proposals received untimely will not be reviewed. Postmarks of the date mailed are insufficient; the proposal must **physically** be received at the listed office by the date and time specified regardless of the delivery service used. **RFPs that are improperly submitted or received late* will be documented for record and will not be returned nor will the bidder be notified.**
***Late: any submission received AFTER the specified RFP closing date and time.**

Sincerely,

Leola Rogers

Leola Rogers
Office of Contracts & Purchasing

Organization: ALABAMA DEPARTMENT OF MENTAL HEALTH (ADMH)

RFP Closing Date & Time: **2:00 pm on Monday, November 16, 2026**
Review the mailing note.

RFP Contact Info:
Leola Rogers
ADMH
Office of Contracts & Purchasing
RSA Union Building
100 North Union Street, Suite 570
Montgomery, AL 36104
Telephone Number (334) 353-7440
Email: ContractingOffice.DMH@mh.alabama.gov

ADDITIONAL INFORMATION

1. Who **may** respond to this RFP?
   Public or private provider organizations who meet one of the following:
   - Agencies and/or organizations in Alabama certified by ADMH to developmental disabilities services.
   - Agencies or organizations in Alabama approved by ADMH to provide developmental disabilities services or who can be certified or approved by ADMH to provide such services within four months of award.

2. Who **may not** respond to this RFP? Employees of ADMH and current State employees.

3. In order to transact business in the State of Alabama all businesses domestic and foreign must be registered with the Alabama Secretary of State Office. (Domestic means within the State of Alabama. Foreign means out-of-state.) Website: www.sos.alabama.gov

4. If contracted with the State of Alabama, all vendors must enroll and actively participate in E-Verify. Website: https://www.e-verify.gov/

5. ALL vendor payments are processed thru the State of Alabama Accounting and Resource System (STAARS). All vendors must register with STAARS Vendor Self Service. Website: https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService

6. The ADMH reserves the right to reject any and all proposals if RFP instructions are not adhered to, such as late submissions received after deadline (see mailing note), requested # of submissions not received. ADMH reserves the right to issue multiple awards.

RFP submissions: Four (4)—1 original, 2 copies, and 1 USB drive.	
Submission Addresses	
PO Box	**Street**
AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building PO Box 301410 Montgomery, AL 36130	AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union St., Suite 570 Montgomery, AL 36104

7. Authority to Resolve Protested Solicitations and Awards

Presumption of Correctness. Decisions by the Chief Procurement Officer or Head of a Procurement Agency during the procurement process are presumed lawful and reasonable unless proven otherwise. The burden of proof is on a protestor to show not just mere error in the procurement process, but error causing it prejudice to the satisfaction of the Chief Procurement Officer or head of a Purchasing Agency for a protest to be sustained and relief to be granted.

8. Filing of Intent to Protest or Protest.

(a) **When Filed**. An intent to protest or a protest is considered filed when received by the Chief Procurement Officer.

(b) **Timing and Manner of Intent to Protest or Protest**. Intent to protest a solicitation, an amendment to a solicitation, or an intent to award, must be filed within five calendar days of the issuance of such solicitation, amendment to a solicitation, or intent to award. Thereafter, a formal protest must be filed no later than seven calendar days from the filing of the notice of intent to protest (i.e., no later than twelve days from the action being protested). An intent to protest is not required if a formal protest is filed in lieu of an intent to protest within the initial five days permitted.
(b) Subject of Intent to Protest or Protest. As set forth in this rule, protesters may file an intent to protest or protest on any phase of solicitation or award including but not limited to, specifications preparation, bid solicitation, or award. Protesters may also protest the disclosure of information marked confidential in the bid or offer if the disclosure provided a party with an unfair competitive advantage.

(c) **Form**. The written protest shall include as a minimum the following:
1. the name and address of the protester and the email address of the protester's representative;
2. appropriate identification of the procurement, and, if a contract has been awarded, its number;
3. a statement of the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided; and
4. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(d) An intent to protest or protest that does not contain the information required by subsection (c) must be denied.

(e) Stay of Procurements During Protest. When a protest has been timely filed and before an award has been made, the Chief Procurement Officer or the head of a Purchasing Agency shall make no award of the contract until the protest has been settled unless the Chief Procurement Officer makes a written determination, after consulting with the head of the Using Agency or the head of the Purchasing Agency, that the award of the contract without delay is necessary to protect substantial interests of the State.

(f) Receipt, Review, and Decision by the Chief Procurement Officer. Upon receipt of a protest containing all information required by this Rule, if the protest is not resolved by mutual agreement within 10 days in accordance with Code of Ala. 1975, §41-4-16l(c), the Chief Procurement Officer will conduct an administrative review of the protest and the procurement record. Upon the completion of the administrative review, the Chief Procurement Officer shall issue a written decision as expeditiously as possible. During the administrative review of a protest, the Chief Procurement

Officer may request information from the using agency and any interested party.

(g) Effect of Judicial or Administrative Proceedings. If an action concerning the protest has commenced in court, the Chief Procurement Officer shall not act on the protest but refer the protest to the Attorney General. After consulting with the Attorney General, the Chief Procurement Officer may proceed with a solicitation or award of a contract in accordance with Code of Ala. 1975, §41-4-16l(f). This Section shall not apply where a court requests that a decision be made on a protest by the Chief Procurement Officer or the head of a Purchasing Agency. *Effective 5/16/2026*

9. **Records Request:** ADMH recognizes and supports the public's right to inspect/request copies of public records in accordance with State law. Many public records and resources are available on the ADMH website: www.mh.alabama.gov for review. Anyone seeking copies of records and/or information from ADMH must complete a records request form. The form is located on ADMH website at www.mh.alabama.gov for review and completion.

Request for Proposals Standard Terms and Conditions

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

2. **Prohibited Contacts; Inquiries regarding this RFP**
   From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit or have submitted a Proposal, are **prohibited from communicating** with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

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

4. **Changes to RFP; Changes to Schedule**
   The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest. **Review the RFP Schedule of Events**.

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

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

7. **The Final Terms of the Engagement**
   Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees

and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

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

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

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

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

12. **Dispute Resolution**

In the event of any dispute between the parties arising from this solicitation and any agreement with a dispute involving the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

13. **No Indemnification**
Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason.

The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

14. Conflict of Law

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

15. Internet Website Links

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

16. Solicitation Reponses and Results

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

17. Exception to Terms and Conditions

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

18. Confidentiality

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

19. Click Wrap

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

20. Debarment and Suspension

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

21. Merit System Exclusion

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

22. Severability

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

23. Volume of Business

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

24. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at https://alison.legislature.state.al.us/contract- review. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

By submitting a response, I hereby affirm the following:

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

Alabama Department of Mental Health
Intellectual/Developmental Disabilities Intermediate Care Facility RFP

The Alabama Department of Mental Health, hereinafter, referred to as ADMH, was established by Alabama Acts 1965, No. 881, section 22-50-2. Its purpose is to provide for the diagnosis, treatment, rehabilitation, follow up care, prevention and research into causes of all forms of mental or emotional illness, which includes alcoholism, drug addiction, epilepsy, and intellectual/developmental disability. ADMH has the statutory authority to supervise, coordinate, and establish standards for all operations and activities of the state related to mental health and the provision of mental health services.

The Alabama Department of Mental Health (ADMH) is seeking proposals for the development of an Intermediate Care Facility for individuals with Intellectual and Developmental Disabilities (ICF-I/DD) in the State of Alabama.

A. STATED NEED AND POPULATION TO BE SERVED

Alabama faces a critical gap in its service delivery system for individuals with intellectual and developmental disabilities. While the state has made significant strides in expanding Home and Community-Based Services (HCBS), system gaps remain related for those whose needs surpass what community-based settings are equipped and defined by scope to provide. The ADMH-Division of Developmental Disabilities is currently facing increasing and frequent requests for services specifically for individuals with IDD who also have complex needs, further defined as those with serious mental illness, or who are behaviorally intensive, involved in the legal system, or who are medically fragile. Referrals have also increased from individuals with IDD who are seeking to transition from more restrictive environments such as hospitalization. ICF/IID level of care can reduce the operational strain on local emergency rooms, law enforcement, and state psychiatric institutions by capturing crisis placements before system failure.

ICF/IID care includes those services that address the individual's functional deficits and that require the skills of a qualified professional for the provision of services needed for the recipient to participate in daily living activities appropriate to their functioning level, take medication under appropriate supervision, receive therapy, receive training toward more independent functioning, and experience stabilization as a result of care provided in the identified environment in which they can continue their individual developmental process.

B. REQUIREMENTS, REGULATIONS, AND GUIDELINES FOR OPERATION OF THE FACILITY

I. Facility Provision and Operational Site

The ADMH-DDD will provide the physical facility required for the operation of the selected ICF/IID provider.

- **Location**: The designated operational site is restricted to a specifically allocated and mutually agreed upon portion of the Mary Starke Harper Center (named the B-Wing),

located at 115 Harper Court, Tuscaloosa, AL 35401.

- **Ownership and Access**: The facility remains state-owned property under the control of ADMH. The selected vendor will be granted contractual rite of occupancy solely for the purpose of delivering authorized ICF/IID services pursuant to the resulting contract.
- **Maintenance and Utilities**: ADMH will be responsible for routine structural building maintenance. Maintenance required as a result of ICF/IID occupancy, such as structural or property damage by individuals served in the program, may incur shared costs. The contracted provider will coordinate required maintenance/repairs with ADMH and Harper Center Facility Administration, as part of the facility lease agreement with the University of Alabama. The provider will be responsible for paying for utilities for the space occupied in the Harper Center B-Wing.
- **Security**: The provider will be responsible for Harper Center B-Wing 24 hr. security, including visitor screening and immediate response to security concerns, alerting and utilizing local law enforcement as required. The University of Alabama monitors the parking lot for security purposes.
- **Environment of Care Plans and Risk Management**: The provider will be responsible for development of all emergency plans and procedures for the ICF Harper Center B-Wing, inclusive of Emergency Management Plan, Safety Management Plan, Security Management Plan, Fire Safety Plan, Medical Equipment Plan, and Hazardous Materials and Waste Management Plan.

II. ADPH Certification/CMS Standards (discussion on monitoring)

In the State of Alabama, Intermediate Care Facilities are certified and licensed by the Alabama Department of Public Health. For Certification as an ICF, the program must be compliant with Center for Medicare and Medicaid Services (CMS) standards. Guidelines can be viewed on CMS.gov (https://www.cms.gov/medicare/health-safety-standards/certification-compliance/intermediate-care-facilities) and will also be cited herein as found in Appendices A:1-2. In Alabama, the Department of Public Health also requires that an Intermediate Care Facility meet all Alabama State Board of Health Division of Licensure and Certification standards required for skilled care/nursing home facilities, as outlined in Chapter 420-5-10.

These guidelines can be viewed at (https://www.alabamapublichealth.gov/providerstandards/assets/nursingfacilitiesrules_amended_july302016.pdf), and are attached in Appendix A:3.

III. Joint Commission Standards/Life Safety

As this ICF will be housed within the Harper Center, facility operations will also have to meet Joint Commission and Life Safety standards. The "B Wing" will be reviewed by Joint Commission representatives and pass all requirements. Joint Commission standards are available for review at https://publicstandards.tools.jointcommission.org/. Also see Appendices B:1-3 for sample Guides and Checklists commonly used in review.

IV. Alabama Medicaid Standards

ICF facilities for individuals with developmental disabilities are enrolled and contracted through Alabama Medicaid/Gainwell. Agencies must meet licensure and certification requirements of the State of Alabama, the Code of Federal Regulations, *The Alabama Medicaid Agency*

Administrative Code, and the *Alabama Medicaid Provider Manual* (https://medicaid.alabama.gov/content/Gated/7.6.1G_Provider_Manuals/7.6.1.1G_Jan_2025/Jan25_102.pdf). See appendix C1. The policy provisions for ICF-IID facilities can be found in the *Alabama Medicaid Agency Administrative Code*, Chapter 10. Alabama Medicaid per diem rate is dependent on budget submitted to the Provider Audit Division of Alabama Medicaid.

V. Additional Operational Requirements

The selected provider will be responsible for establishing and maintaining all required contracts for facility operations and maintenance, including housekeeping/janitorial, food service/dietary, phone service, Help Desk/IT, IT infrastructure, pharmacy, and laboratory. The provider agency will also be responsible for maintaining the facility as outlined above [B(I).] The provider agency will maintain its own governing body and staff. The provider agency will maintain its own risk management and emergency medical treatment standards, including policies for transferring patients as needed. The provider agency will be responsible for appropriate management of hazardous materials and waste. If a traditional system of hospital call codes will be utilized in the ICF-IID facility, the provider will be responsible for coordinating with Harper Center leadership to establish separate coding procedures between the two occupancies.

ADMH will provide the Medical Director and 24-hour on-call service for the ICF/IID facility; this service will be provided by Mark Woods, MD. The selected vendor/provider will be responsible for all additional staffing requirements. The provider agency will be responsible for emergency response and risk management, including 24- hour staff trained in Basic Life Support and coordination of emergency care with EMS and local hospital providers. The provider agency may wish to contract with a nearby hospital for consistent and ensured emergency care for individuals served in the ICF/IID facility. The provider agency will follow ADMH Incident Prevention Management System standards for the ICF/IID facility; these standards will mirror reporting standards for the Division of Developmental Disabilities and other ADMH operated facilities. The provider agency will be responsible for knowledge of Life Safety measures per Joint Commission and CMS standards, and Mary Starke Harper Center standards.

C. FUNDING

The ADMH-DDD has a recurring annual budget to devote to development and sustainability of the ICF-IID.

ADMH-Provided Facility: The state agency, ADMH, will provide the physical facility infrastructure to the selected vendor for the operation of the ICF/IID.

Operational Cost Funding: ADMH will provide baseline operational funding to prepare the facility for occupancy. Subsequently, funding will be provided for the state match portion of ICF/IID services, corresponding to the current standard FMAP rate (variable). The selected provider/vendor will be responsible for all other operational costs. The vendor/provider is responsible for medical costs outside of insurance coverage, such as copays, associated with required additional medical, dental, vision care/eyeglasses, and durable medical equipment for individuals placed in the ICF. The Medical Director will consult with ADMH regarding any exorbitant needs that should arise for an individual being served in the ICF.

Alabama Medicaid Enrollment: The selected vendor must be certified by the Alabama Department of Public Health and enrolled as an active provider with Alabama Medicaid.

Medicaid Service Reimbursement: The vendor is solely responsible for billing Alabama Medicaid directly for all covered, eligible ICF/IID per diem services and individual care. Alabama Medicaid will then submit an invoice to ADMH for the match portion, which will then be paid to Alabama Medicaid.

Cost Reporting Compliance: The vendor must submit annual Alabama Medicaid Cost Reports in accordance with state reimbursement manuals to reconcile operational expenditures.

Fund Reconciliation: The vendor must maintain financial systems that clearly segregate ADMH operational disbursements from Alabama Medicaid fee-for-service.

D. INTERMEDIATE CARE FACILITIES FOR INDIVIDUALS WITH INTELLECTUAL/DEVELOPMENTAL DISABILITY SCOPE OF PROGRAMMING, PER CMS STANDARDS

An ICF/IID is an optional Medicaid benefit that enables states to provide comprehensive and individualized health care and rehabilitation services to individuals to promote their functional status and independence. Although it is an optional benefit, all states offer it if only as an alternative to home and community-based services waivers for individuals at the ICF/IID level of care.

ICF/IID is available only for individuals in need of, and receiving, active treatment services, which refers to aggressive, consistent implementation of a program of specialized and generic training, treatment and health services. ICF level of care does not include services to maintain generally independent clients who are able to function with little supervision and who do not require a continuous program of habilitation services.

Need for ICF/IID is specifically defined by states, all of whom have established ICF/IID level of care criteria. State level of care requirements must provide access to individuals who meet the coverage criteria defined in federal law and regulation. In addition to level of care for active treatment, the need for active treatment must arise from ID/DD or a related condition.
Federal rules provide for a wide range of required services and facility requirements for administering services. All services including health care services and nutrition are part of the treatment, which is based on an evaluation and individualized program plan (IPP) by an interdisciplinary team. Facility requirements include staffing, governing body and management, client protection, client behavior and physical environment, which are specified in the survey and certification process.

Medicaid coverage of ICF/IID services is available only in a residential facility licensed and certified by the state survey agency as an ICF/IID. Medicaid ICF/IID services are available only when other payment options are unavailable and the individual is eligible for Medicaid.

Expectations of Active Treatment

- The selected vendor must provide a continuous, aggressive, and consistent Active Treatment program for each recipient of services as defined by CMS regulations, to maximize individual independence.
- The vendor is explicitly expected to deliver targeted behavioral, clinical, and habilitative interventions designed to reduce the individual's long-term dependence on high-intensity, restrictive, or institutional services.
- The facility shall not be utilized as a passive residential placement or custodial care environment. Permitting individuals to stagnate without measurable progression toward individualized goals is strictly prohibited.
- From the day of admission, the vendor must actively plan for the individual's eventual transition to less restrictive, community-based settings. Discharge readiness must be evaluated during every quarterly review.
- The vendor must document measurable progress in the individual's program plan. Failure to demonstrate active habilitative efforts or maintaining a resident in a maintenance only state without clinical justification will trigger an ADMH utilization and contract review.
- **Behavioral**: Expectations for active treatment for individuals with exceptional behavioral needs will include person-centered behavioral support planning and treatment plans/interventions developed by a Board Certified Licensed Behavioral Analyst and implemented by highly credentialed staff (Board Certified Assistant Behavioral Analyst, Registered Behavioral Technician, or other appropriate professional staff under direct supervision of a State of AL licensed behavioral analyst, as outlined in AL Administrative Code chapter 580-5-30B.) Behavioral support treatment plans should include extensive tracking of behavioral data and positive behavioral supports. A licensed psychologist should also be included in the treatment planning team, as well as therapists and social workers as appropriate for intervention and care coordination. All individuals served for primary behavioral concerns must also be assessed for comorbid medical and/or psychiatric diagnoses, and provided appropriate active treatment as indicated.
- **Psychiatric**: Individuals presenting with serious mental illness and/or behavioral symptoms should be assessed and treated, as indicated, by a Licensed medical practitioner of psychiatric medicine, such as licensed psychiatrist, psychiatric nurse practitioner (note: ADMH does not allow CRNP's to prescribe controlled substances), or licensed physician with appropriate clinical history treating individuals with intellectual and developmental disabilities. A licensed psychologist should also be included in the treatment planning team, as well as therapists and social workers as appropriate for intervention and care coordination. As ICF/IID level of care requires active treatment in pursuit of habilitation and independence, routine psychiatric care should occur at least weekly during stabilization, with daily supplemental monitoring of symptoms, potential side-effects, etc. by nursing staff and ICF/IID support staff.
- **Medical**: For active treatment, the ICF/IID vendor shall provide continued medical care, as needed, to complement existing care relationships with individuals' primary care physician. Individuals should continue to receive any established medical care routines within appropriate scope of practice. The medical care team within the ICF/IID should include supportive medical staff as required by the Medical Director. The ICF/IID vendor should be prepared to provide appropriate medical care to individuals with limited

Level 1 Skilled Care needs, such as mobility aids (wheelchair, walker), transfer devices (Hoyer lift), urinary catheter, colostomy, and tube feeding. The provider is responsible for reviewing and ensuring compliance with all Joint Commission standards regarding medical care, staffing, and equipment on site. 24/7 medical on-call consultation will be provided by the Medical Director. The Medical Director and provider will arrange routine and specialty medical screenings and treatment that should become necessary over the course of ICF/IID care; these treatments can be conducted off-site, and the provider will be responsible for appropriate transportation to and from off-site medical visits. Specialty care could also be provided on-site via direct contract with licensed providers in the area. Frequently anticipated care needs include, but are not limited to, neurological care, cardiovascular care, vision, and dental care.

E. TARGET POPULATION IN THE STATE OF ALABAMA

The Alabama Department of Mental Health is seeking ICF level of care for those individuals who consistently present with the need for more intensive services than can reasonably be provided in an HCBS setting. All recipients of ICF/IID services must be Medicaid eligible and ADMH-DDD waiver eligible, for continuity of care and discharge planning, when deemed appropriate.

Target Population Age: The selected vendor shall operate the ICF/IID exclusively for individuals who are **18 years of age or older** at the time of admission, unless prior written approval is granted by the ADMH-DDD.

Examples of Target Populations include but are not limited to:

- ID/DD individuals with complex dual diagnoses, including serious mental illness. Dual diagnoses may also include medical complexities, if deemed within the scope of practice of the ICF/IID provider.
- ID/DD individuals with severe behavioral presentations that present a welfare and safety concern in community settings at such a level where they may also require higher levels of supervision.
- ID/DD individuals transferring out of a highly restrictive environment for whom the transition/discharge team does not feel immediate community placement is appropriate.

Referral Management and Admission Authority

- Referral Authority: The ADMH-DDD retains the exclusive right to manage and direct all referrals to the ICF-IID facility. The selected vendor shall not accept direct referrals from any outside source.
- Final Admission Determination: While the selected vendor operates the facility, ADMH maintains final approval authority for admissions, placements, and discharge planning. No individual shall be admitted without prior written authorization from ADMH. Mandatory Vacancy Reporting: The vendor must notify ADMH immediately—and no later than 24 hours—of any current or anticipated bed vacancy to ensure timely utilization management by the state. Collaborative Screening Process: The vendor shall participate in pre-admission screenings and clinical reviews conducted by ADMH, but the vendor may not reject an ADMH-approved referral without demonstrating a documented inability to meet the individual's medical or behavioral needs. Emergency

Placements: The vendor must maintain a protocol to expedite admissions for emergency or crisis referrals as designated and directed by ADMH, provided the individual meets the ICF/IID level of care. The vendor's treatment team will coordinate with ADMH for progress monitoring and discharge planning.

F. PROPOSAL CONTENT

NOTE: The information and order below constitute your proposal cover page and the order of your proposal content submission. Follow this format in the submission of your proposal.
Section I – Completed COVER SHEET (1 page maximum).

The Proposal Cover Page must include the following information **in the following order:**

(a) Title of proposal: (Agency Name FY 2027 Intermediate Care Facility)

(b) Legal name of Applicant Organization.

(c) Applicant's address, telephone number.

(d) Applicant's website address, if operational.

(e) Applicant's contact for the proposal: Name, Address, Telephone, Email Address.

Section II – Profile of Applicant Organization (5 pages maximum)

The Applicant shall provide sufficient information for ADMH to determine whether the agency has the knowledge, skills, abilities, and resources to provide the services specified in this proposal. At a minimum, this information shall include:

(a) The Applicant's legal business name and legal organizational structure.

(b) A brief history of the organization, including:
- Number of years in business under the present business name, and under other business names.
- Services currently provided by the agency to ID/DD individuals. Include in your description a list of all **currently certified** services and levels of care provided.
- Number of years providing services for the target population specified in this RFP, and a description of the services provided to target population.
- A copy of the Applicant's current organizational chart. Also please include the proposed organizational chart for the ICF program, indicating the number of full-time employees per title.

- A list of all members of the Applicant's current or proposed Board of Directors. Also indicate whether any members are officers, agents, or employees of the Applicant organization.

- Summary of organization's relevant expertise and knowledge as applicable to the development of an ICF, including any specialized training, licensure, and experience. Why should ADMH select this organization over others?

Section III – Program Description Content (5 pages maximum)

a) Describe why the services to be provided are relative to the target population, and how they will be incorporated into the Applicant Organization's mission, values, and current work.

b) Describe how the organization will provide programmatic infrastructure, including staffing plan, licensed medical and behavioral professionals, incident prevention and risk management, etc.

c) Identify the promising practices, best practices, and/or evidenced based practices that will be used in the provision of services and how they are related to the target population identified. Provide sufficient background information on any practices to be used. Describe how the agency will implement these evidence-based programs to assure fidelity to the practice. Include training, ongoing supervision plans and any planning for staff turnover.

d) Describe how the agency will utilize a person-centered approach for planning of individualized care within the ICF. Furthermore, describe how the agency will coordinate services in alignment with the goal of eventual stabilization to a level of care appropriate for community-based services.

e) If the proposed program will utilize any personnel that will be shared with, or co- assigned to other programs, describe this arrangement. Identify each position to be shared, along with the percentage of the staff's time assigned to the proposed program.

f) Describe how the program will be evaluated including both quantitative and qualitative outcome measures. Specify the outcome measures and data to be collected, how indicators will be measured, methods and tools used to collect data, and how these criteria will be used to evaluate effectiveness, impact, and program success. Quality Assurance measures and reporting will be required by ADMH.

g) Identify any anticipated barriers, challenges, etc. relative to the proposal

requirements and plans to address such.

SECTION IV – Implementation Plan and Budgetary considerations (3 pages maximum)

a) Provide a drafted outline and timeline for implementation of your proposal, assuming that the building will be ready for occupancy on 12/1/26. ADMH does take into consideration that implementation cannot begin until the facility is physically prepared for occupancy.

b) Outline a proposed budget including all elements of program administration, provision of services, staffing, risk management, and contractual obligations. Please demonstrate how the organization will be sustainable with the financing/reimbursement rate provided.

G. SCORING CRITERIA (100 total points)

Proposals Scoring Criteria and Evaluation Questions	Potential Points
A. Cover Page ▪ Vendor's legal name (Must match IRS) ▪ Address ▪ Telephone ▪ Contact person, and a signature	5
B. Organizational Experience, Expertise, and Knowledge in providing services for individuals with Intellectual and Developmental Disabilities: ▪ Does the Applicant have documented experience in serving individuals with ID/DD, particularly those with exceptional needs? ▪ Does the Applicant have adequate resources and expertise to perform the required work? ▪ Does the Applicant have a history of successfully performing the required work?	35
C. Quality, Completeness, and Responsiveness of the Program Description: ▪ Has the applicant described the operation of a safe, therapeutic environment that supports individual needs utilizing a person-centered approach? ▪ Are the services planned and organized in a manner to support attainment of the project's goals? ▪ Are the specific evidence-based practices to be utilized clearly articulated in the proposal? ▪ Are best practices relative to the needs of the ID/DD population identifiable in the proposed services? ▪ Does the proposal describe how the program will address the complex needs of individuals referred to the ICF?	40
D. Readiness to Implement Proposed Services ▪ Does the implementation plan provide realistic targets in relation to the tasks to be performed? ▪ Is the timeline for implementation reasonable in effort to serve individuals in a timely manner? ▪ Does the proposal include a budgetary plan that appears appropriate and sustainable?	20
Total Points Possible	**100**

H. SCHEDULE OF EVENTS

RFP 2027-10 Intellectual/Developmental Disabilities Intermediate Care Facility

The following RFP Schedule of Events represents the ADMH's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates. ADMH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at www.mh.alabama.gov for review.

Please note the date for submitting any questions. ADMH will not accept any questions after this date. All times are **in Central Time**.

Date	Event	Notification
October 14, 2026	RFP Release	USPS, ADMH Website, and STAARs website
October 22, 2026 by 11:00 am	Deadline for RFP questions. **Submit in Word—No tables**	Email to ContractingOffice.DMH@mh.alabama.gov
October 28, 2026	RFP Q&A completion	ADMH website www.mh.alabama.gov
November 16, 2026 2:00 pm	**Four** (4) RFP Submissions: One original, two copies, & 1 USB drive	USPS or FedEx or UPS (Review mailing note)
November 16, 2026 2:00 pm	RFP Closing Date	USPS or FedEx or UPS (Review mailing note)
December 16, 2026 Approximately	Award Notification	USPS (In writing)
The RFP is posted on ADMH website at www.mh.alabama.gov for review.		
Submission Addresses		
AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building PO Box 301410 Montgomery, AL 36130		AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union St., Suite 570 Montgomery, AL 36104

I. APPENDICES

Appendices are posted on ADMH website: www.mh.alabama.gov

Appendix A.1 CMS State ICF Operations Manual

Appendix A.2 CMS State ICF Certification Process

Appendix A.3 AL State Board of Health, ADPH Rules of Nursing Facilities: Chapter 420-5-10

Appendix B.1 Joint Commission Physical Environment Guide

Appendix B.2 Joint Commission Building Tour Guide

Appendix B.3 Joint Commission Emergency Management Tool

Appendix C.1 AL Medicaid Manual: Chapter 102