



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2013-IV&V-02	RFP Title: Independent Verification & Validation Consultant Services RFP
RFP Due Date and Time: October 24, 2013 by 5pm CDT	Number of Pages: 103
PROCUREMENT INFORMATION	
Project Director: Tobias Mense	Issue Date: September 11, 2013
E-mail Address: Tobias.Mense@medicaid.alabama.gov	Issuing Division: Project Management Office
Website: http://www.medicaid.alabama.gov	
INSTRUCTIONS TO PROPOSERS	
Return Proposal to: Tobias Mense Center for Advanced Technologies Auburn Montgomery 400 S. Union St., Suite 335 Montgomery, AL 36104	Mark Face of Envelope/Package: RFP Number: 2013-IV&V-02 RFP Due Date: October 24, 2013 by 5pm CDT
	Firm and Fixed Price:
PROPOSER INFORMATION <i>(PROPOSER must complete the following and return with RFP response)</i>	
PROPOSER Name/Address:	Authorized PROPOSER Signatory: (Please print name and sign in ink)
PROPOSER Phone Number:	PROPOSER FAX Number:
PROPOSER Federal I.D. Number:	PROPOSER E-mail Address:

Alabama Medicaid Agency

REQUEST FOR PROPOSAL

Independent Verification & Validation Consultant Services RFP

RFP#: 2013-IV&V-02



September 11, 2013

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1 GENERAL INFORMATION

1.1 Background and Objective

This Request for Proposal (RFP) is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. In accordance with 45 CFR 74.43, the State encourages free and open competition among Vendors.

The Alabama Medicaid Agency, hereinafter referred to as the AGENCY, is requesting proposals to obtain Independent Verification and Validation (IV&V) consultant services, hereinafter referred to as PROPOSER, to support the AGENCY. For the purpose of this RFP, a PROPOSER providing IV&V services conducts IV&V assessments, technically, managerially, and financially independent of any party affiliated with the business application or infrastructure being tested, and identifies potential improvements or identifies problems before they occur. The awarded PROPOSER will perform IV&V services on the AGENCY'S Eligibility and Enrollment (E&E) Project. The AGENCY is currently in the process of replacing its existing Eligibility and Enrollment System with a modern system to maximize the use of newer technology to improve functionality and service.

1.2 Contract Duration

The contract term s for a period of two (2) years effective from contract award date with an option to renew for two (2) additional one (1) year extensions with an estimated beginning of March 01, 2014. The selected PROPOSER must start at a time designated by the AGENCY within thirty (30) days of the AGENCY's announcement.

The AGENCY reserves the right to extend this contract for two (2) additional one (1) year period with a total contract term of no more than four (4) years, provided that the AGENCY notifies the PROPOSER in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be enacted through an amendment to the contract. This contract may be terminated by either party upon providing thirty (30) days written notice of intent to terminate the contract.

1.3 RFP Name

The AGENCY has assigned the following RFP identification name -- it must be referenced in all communications regarding the RFP:

**Independent Verification & Validation Consultant Services RFP
RFP#: 2013-IV&V-02**

1.4 Terminology

The use of the terms “shall” or “must” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the PROPOSER. Failure by the PROPOSER to respond to any of these requirements in the entire RFP may be considered non-responsive, and if deemed non-responsive may be rejected by the AGENCY.

Where a Section asks a question or requests information (e.g.: “The PROPOSER must provide...”), the PROPOSER must respond with the specific answer or information requested.

The PROPOSER must respond with “ACKNOWLEDGE AND WILL COMPLY” to each Section in the RFP that constitutes a “required” or “mandatory” requirement and does not request a specific answer or information.

The use of the term “may” in the RFP constitutes something that is not “required” or “mandatory” but is up to the PROPOSER’S discretion whether to submit or comply with what is asked for. Not answering something that is stated with “may” will not be considered non-responsive.

If the PROPOSER cannot respond with “ACKNOWLEDGE AND WILL COMPLY” or provide the specific answer or requested information, then the PROPOSER must respond with “EXCEPTION.” (See Section 3.3 for additional instructions regarding exceptions.)

1.5 Acronyms

Acronyms used throughout this RFP can be found in Attachment 9.9.

1.6 Disclaimer

All statistical and fiscal information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the best and most accurate information available to the AGENCY at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for an increase in payments to the PROPOSER a basis for delay in performance nor a basis for legal recovery of damages, either actual, consequential or punitive except to the extent that such inaccuracies are shown by clear and convincing evidence to be the result of intentional misrepresentation by the AGENCY.

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date, which is detailed in Section 2, RFP Schedule of Events. A PROPOSER must respond to the RFP and any exhibits, attachments, or amendments. A PROPOSER’S failure to submit a Proposal as required before the deadline may result in the Proposal being considered non-responsive and may cause the Proposal to be disqualified.

The PROPOSER assumes the risk of the method of dispatch chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual Proposal receipt by the AGENCY. Proposals delivered by facsimile transmission will not be accepted. Proposals must be submitted in the proper format as outlined in Section 3, Proposal Format and Content.

1.8 Communications Regarding the RFP

1.8.1 Contact with Staff

The integrity of the RFP process is of paramount importance to the AGENCY and will not be compromised. From the date this RFP is issued through the evaluation process, PROPOSERS and their associates and representatives must not initiate communication with any AGENCY staff, officials, or representatives regarding this Proposal except as provided by Section 1.8. Any unauthorized contact regarding this Proposal may disqualify the PROPOSER from further consideration.

Questions or inquiries regarding the RFP, or the selection process, will be considered only when submitted as directed by the provisions of Section 1.8.6. All communications must be via e-mail to the RFP Coordinator at the e-mail address noted in Section 1.8.2. Any oral communications will be considered unofficial and non-binding to the AGENCY.

1.8.2 RFP Coordinator

The Coordinator for this RFP will be:

Tobias Mense
Center for Advanced Technologies
Auburn Montgomery
Tobias.Mense@medicaid.alabama.gov

1.8.3 RFP Website

This RFP, and all notices, amendments, and public communication regarding this RFP will be posted at the following website:

http://medicaid.alabama.gov/CONTENT/2.0_Newsroom/2.4_Procurement.aspx

Reasonable effort will be made to maintain reliable and efficient access to this site and its associated content. However, the AGENCY is not liable for any PROPOSER problems or errors (including but not limited to missed deadlines) that may arise due to temporary technical failures related to this website.

1.8.4 News Releases

News Releases pertaining to this RFP shall not be made without prior written approval of the AGENCY.

1.8.5 Letter of Intent

A letter of the AGENCY's intent to issue this RFP was mailed on 09/10/2013.

PROPOSER responses to the Letter of Intent to Issue RFP are being used only to collect correspondence information from interested PROPOSERS.

Submittal of a response to the Letter of Intent is not a prerequisite for submitting a Proposal, but it is necessary to facilitate a PROPOSER'S notification via e-mail of RFP amendments and other communications regarding the RFP.

1.8.6 Proposer Questions

PROPOSERS with questions requiring clarification or interpretation of any Section within this RFP shall submit questions by e-mail to:

Tobias.Mense@medicaid.alabama.gov

Submitted questions and requests for clarification must:

- Cite the subject RFP name identified in Section 1.3,
- List the Section number in question, and
- List the RFP page number.

The RFP Coordinator must receive these requests via e-mail by the deadlines specified in Section 2, RFP Schedule of Events. The AGENCY will review and provide official written answers to all questions received and post on the RFP website defined in Section 1.8.3.

Communications that result in a significant change to the RFP may be listed as an amendment to the RFP. Only posted responses to e-mailed communications will be considered official and binding upon the AGENCY. The AGENCY reserves the right, at its sole discretion, to determine appropriate and adequate responses to PROPOSER questions and requests for clarification.

The AGENCY will send, via e-mail, notice of the online posting of its written responses to written questions, to all PROPOSERS submitting a Notice of Interest by the deadline as specified in Section 2, RFP Schedule of Events.

1.8.7 Addendum

As a result of the questions received or due to other circumstances, the AGENCY may modify or change the RFP. In the event the RFP is modified, the modifications will be posted as a formal addendum and added to the RFP website as defined in Section 1.8.3 and the PROPOSER will be responsible to check for all posted changes. If the changes are major and extensive, the AGENCY may, at its discretion, withdraw this RFP and may or may not issue a replacement. Failure to incorporate addendums in the submitted

response may result in the Proposal being considered non-responsive and may result in disqualification.

1.8.8 Oral Presentations

The AGENCY reserves the right to request an oral presentation from the PROPOSERS. The AGENCY shall not be liable for any costs associated with the presentation. This presentation shall show the capabilities of a PROPOSER to provide the services as outlined in the PROPOSER'S Proposal. These presentations could include requests for additional information and may be part of the evaluation process. Additionally, in conducting presentations, the AGENCY may use information derived from Proposals submitted by competing PROPOSERS without disclosure of the identity of the other PROPOSER.

1.9 Legislative Contract Review

Any consultant services contract resulting from this RFP is subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama (1975). A sample of the Contract Review Report has been provided in Attachment 9.11.

1.10 Licensure

Before a Contract pursuant to this RFP is signed, the PROPOSER must hold all necessary, applicable business and professional licenses to do business in the State of Alabama. The AGENCY may require any or all PROPOSERS to submit evidence of proper licensure.

1.11 Compliance with Act 2012-491

Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. (Act 2012-491 of the Alabama Legislature, codified as Code of Alabama, §§31-13-1 et seq.) This law regulates illegal immigration in the State of Alabama. Effective April 1, 2012, all contracts with the State or a political subdivision thereof must comply with the provisions of that law whether or not the contractor has a presence in Alabama or the work will be performed outside of the State.

Information regarding Act 2012-491 can be found at the following website:

<http://immigration.alabama.gov/>

A sample of the Beason-Hammon Certificate of Compliance has been provided in Attachment 9.14.

1.12 Proration

In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

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2 RFP Schedule of Events

The following RFP Schedule of Events represents the AGENCY's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Time.

The AGENCY reserves the right, at its discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via the RFP website defined in Section 1.8.3.

Event	Date
Public Notification of Intent to Issue RFP	09/10/2013
Issuance of RFP (PDF) via http://medicaid.alabama.gov/CONTENT/2.0_Newsroom/2.4_Procurement.aspx	09/11/2013
Deadline for Submitting Written Questions	09/25/2013
Responses to Proposer Questions Published on RFP Website	10/01/2013
Deadline for Additional Written Questions	10/04/2013
Responses to Proposer Questions Published on RFP Website	10/09/2013
Deadline for Submitting Proposals	10/24/2013
Oral Presentation (if necessary)	12/09/2013 – 12/11/2013 (Estimated Time Frame)
Recommendation from Evaluation Committee	12/13/2013
Contract Review Committee **	TBD
Official Contract Award/Begin work	03/01/2014

* **By State law, this contract must be reviewed by the Legislative Contract Review Oversight Committee. The Committee meets monthly and can, at its discretion, hold a contract for up to forty-five (45) days. The "Official Contract Award/Begin work" date above may be impacted by the timing of the contract submission to the Committee for review and/or by action of the Committee itself.

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3 Proposal Format and Content

3.1 General Format

3.1.1 PROPOSERS must respond to this RFP with a Proposal divided into three major Sections. The Proposal must be divided into the following three Sections:

- (1) Proposer Qualifications and Experience
- (2) Technical Requirements
- (3) Cost Proposal

Each of these Sections must reference the RFP Sections to which the PROPOSER must respond.

3.1.2 The PROPOSER must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP Section in question. For example, the Proposal would have a major Section entitled "Proposer Qualifications and Experience." Within this Section, the PROPOSER would include their response, addressing each of the numbered Sections in sequence, as they appear in the RFP: i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each Section shall be preceded by the Section text of the RFP followed by the PROPOSER'S response.

3.1.3 Use of Electronic Versions of this RFP

This RFP and its attachments are available by electronic means on the RFP website. If accepted by such means, the PROPOSER acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of inconsistencies or contradictions between language contained in the RFP and a PROPOSER'S response, the language contained in the RFP will prevail. Should the State issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the PROPOSER'S proposal in the event of an inconsistency, ambiguity, or conflict.

3.1.4 Proposals shall not include references to information located elsewhere, such as Internet websites. Information or materials presented by the PROPOSER outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, and will have no bearing on any award.

3.1.5 Proposals must be prepared on standard 8 ½" x 11" paper and must be bound. All Proposal pages must be numbered unless specified otherwise. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English.

3.2 Submission

3.2.1 Location

Proposals must be received at the location below by the date and time specified as the Deadline for Submitting Proposal in the RFP Section 2, Schedule of Events.

Attn: Tobias Mense
RFP Coordinator
Center for Advanced Technologies
Auburn Montgomery
400 South Union Street, Suite 335
Montgomery, AL 36104

It shall be the PROPOSER'S sole risk to assure delivery at the designated location by the designated time. A Proposal received after the deadline stated in Section 2 may not be accepted and may be disqualified from further consideration.

3.2.2 Multiple Proposals

PROPOSERS shall not submit multiple Proposals in response to this RFP. A PROPOSER is allowed to submit a Proposal in response to this RFP as the PROPOSER and participate in other Proposals as a Subcontractor. There is no limitation regarding the number of Proposals naming a vendor as a Subcontractor.

3.2.3 Joint Ventures

Joint ventures are not acceptable in response to this RFP. If multiple PROPOSERS are proposing to jointly perform the project, the Proposal must be submitted in the form of a prime contractor/subcontractor(s) arrangement.

3.2.4 Proposal Submittal

PROPOSERS must submit two (2) hardcopy Proposals and three (3) softcopy Proposals on CD/DVD or USB flash drive of the entire Proposal to the AGENCY in a sealed package and clearly marked:

“Proposal in Response to Independent Verification & Validation Consultant Services RFP - Do Not Open”

The hardcopy Proposals must be:

3.2.4.1 One (1) complete signed and notarized hardcopy Proposal

3.2.4.2 One (1) redacted hardcopy Proposal with all material marked confidential removed

The softcopy CD/DVD or USB flash drive of the Proposal must contain the following:

- 3.2.4.3 One (1) complete copy of the Proposal in searchable Adobe Acrobat PDF format
- 3.2.4.4 One (1) complete copy of the Proposal in Microsoft Word 2003 or later format
- 3.2.4.5 One (1) redacted copy of the Proposal in Microsoft Word 2003 or later format with all material marked confidential removed
- 3.2.4.6 Each PROPOSER provided attachment in Microsoft Word 2003 or later format or Acrobat PDF format

3.2.5 RFP Proposal Sheet

The Proposal shall include the RFP Proposal Sheet signed in ink, notarized and completed per AGENCY specifications as the first document of the Proposal and be submitted as part of the Qualifications and Experience Proposal.

3.2.6 Section Coversheet

The first page of each major Section must be a dated cover sheet identifying the PROPOSER with an original ink signature of the person(s) legally authorized to bind the PROPOSER to the Proposal. Proposals without signatures of persons legally authorized to bind the PROPOSER to the Proposal may be rejected. The cover sheet must clearly identify the major Section and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the PROPOSER (do not number this page).

3.2.7 Table of Contents

The cover sheet must be followed by the "Table of Contents," which must list all Sections, subsections, and page numbers.

3.3 Exceptions

If a PROPOSER cannot comply with a requirement of the RFP, the PROPOSER must complete Attachment 9.2, Proposer Exceptions and include it as an attachment to the Proposer Qualifications and Experience Proposal. The PROPOSER must fill out a separate sheet for each exception.

3.4 Non-Responsiveness

Any Proposal that does not meet the requirements and provide all required documentation may be considered non-responsive; and if deemed non-responsive, the Proposal may be rejected.

3.5 Required Review and Waiver of Objections by PROPOSER

PROPOSERS should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Questions”). Questions concerning the RFP must be made via e-mail directly to the RFP Coordinator and must be received by the AGENCY no later than the Deadline for Written Questions detailed in Section 2, RFP Schedule of Events. PROPOSERS are encouraged to submit any PROPOSER identified RFP errors and/or omissions by the AGENCY. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which a contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the AGENCY, in writing, by the second Deadline for Written Questions as defined in Section 2.

3.6 Proposal Preparation and Presentation Costs

The AGENCY will not pay any costs associated with the preparation, submittal, or presentation of any Proposal.

3.7 Proposal Withdrawal

PROPOSERS may withdraw a submitted Proposal at any time. To withdraw a Proposal, the PROPOSER must submit a written request, signed by a PROPOSER representative authorized to sign the resulting contract, to the RFP Coordinator. After withdrawing a previously submitted Proposal, the PROPOSER may submit another Proposal at any time up to the deadline for submitting Proposals, as detailed in Section 2, RFP Schedule of Events.

3.8 Proposal Amendment

The AGENCY will not accept any amendments, revisions, or alterations to Proposals after the deadline for Proposal submittal unless such is formally requested, in writing, by the AGENCY.

3.9 Proposal Errors

The PROPOSER is liable for all errors or omissions contained in their Proposals. PROPOSERS will not be allowed to alter Proposal documents after the deadline for submitting a Proposal. If a PROPOSER needs to change a previously submitted Proposal, the PROPOSER must withdraw the entire Proposal and may submit the corrected Proposal before the Deadline for Submitting Proposals as defined in Section 2.

3.10 Incorrect Proposal Information

If the AGENCY determines that a PROPOSER has provided, for consideration in the evaluation process or contract negotiations, incorrect information of which the PROPOSER knew or should

have known was materially incorrect, that Proposal may be determined non-responsive, and the Proposal may be rejected.

3.11 Proposal Clarifications and Discussions

The AGENCY reserves the right to request clarifications with any or all PROPOSERS if they are necessary to properly clarify compliance with the requirements of this RFP. The AGENCY will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific Sections of the Proposal identified by the AGENCY. If clarifications are requested, the PROPOSER shall put such clarifications in writing within the specified time frame.

3.12 Rights Reserved

3.12.1 The AGENCY reserves the right, at its sole discretion, to reject any and all Proposals, to cancel this RFP in its entirety, and to not award any contract.

3.12.2 Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. The PROPOSER must comply with all of the terms of this RFP and all applicable State laws and regulations. The AGENCY may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The AGENCY also reserves the right to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance)

3.12.3 The AGENCY reserves the unilateral right to amend this RFP in writing at any time. The AGENCY also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all PROPOSERS submitting a response to the Letter of Intent. The PROPOSER must respond to the final written RFP and any exhibits, attachments, and amendments.

3.12.4 The AGENCY reserves the right to adopt to its use all, or any part, of a Proposal and to use any idea or all ideas presented in a Proposal.

3.12.5 The AGENCY reserves the right to change its decision with respect to the selection and to select another proposal and negotiate with any PROPOSER whose proposal is within the competitive range with respect to technical plan and cost

3.13 Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a PROPOSER has been selected. PROPOSERS should be aware that any information in a Proposal may be subject to disclosure and/or reproduction under Alabama law. **Designation as proprietary or confidential may not protect any materials included within**

the Proposal from disclosure if required by law. PROPOSERS should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL" on the bottom of the page. PROPOSERS shall also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records laws and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" includes trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Cost Proposal Section may not be marked confidential. It is the sole responsibility of the PROPOSER to indicate information that is to remain confidential. The AGENCY assumes no liability for the disclosure of information not identified by the PROPOSER as confidential. If the PROPOSER identifies its entire Proposal as confidential, the AGENCY may deem the Proposal as non-responsive and may reject it.

3.14 Copyright Permission

By submitting a Proposal, the PROPOSER agrees that the AGENCY may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the PROPOSER consents to such copying and warrants that such copying will not violate the rights of any third party. The AGENCY shall have the right to use ideas or adaptations of ideas that are presented in Proposals. All proposals become the property of the AGENCY.

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4 Qualifications and Experience

The response to the Proposer Qualifications and Experience Section must be divided into the following:

- Proposal Sheet
- Section Cover Sheet
- Table of Contents
- Proposal Transmittal Letter
- Proposer's Mandatory Qualifications
- Proposer's General Qualifications and Experience
- Financial Stability
- References
- State and Local Governmental Contractual Experience
- Staffing

4.1 Proposal Transmittal Letter

- 4.1.1 The Proposal Transmittal Letter must be an offer of the PROPOSER in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.
- 4.1.2 The letter must be signed by a company officer empowered to bind the PROPOSER to the provisions of this RFP and any contract awarded pursuant to it; the letter must attach evidence-showing authorization to bind the company. The Proposal Transmittal Letter must be properly signed and notarized or it may be rejected.
- 4.1.3 The letter must state that the Proposal remains valid for at least one hundred and eighty (180) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the PROPOSER and the AGENCY.
- 4.1.4 The letter must provide the complete legal entity name and Federal Employer Identification Number (FEIN) of the firm making the Proposal.
- 4.1.5 The letter must provide the name, physical location mailing address (a PO Box address is unacceptable), e-mail address, and telephone number of the person the AGENCY should contact regarding the Proposal.
- 4.1.6 The letter must state whether the PROPOSER or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the AGENCY) and, if so, must state the nature of that conflict. The AGENCY reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the AGENCY.
- 4.1.7 The letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 9.2, Proposer Exceptions.
- 4.1.8 The letter must state that the PROPOSER has an understanding of and will comply with the general terms and conditions as set out in Section 8. Additions or exceptions to the standard terms and conditions are not allowed.

- 4.1.9 The letter must include a statement identifying any and all subcontractors, if any, who are needed in order to satisfy the requirements of this RFP. The percentage of work, as measured by percentage of total contract price, to be performed by the prime consultant must be provided. Subcontracted work must not collectively exceed forty percent (40%) of the total contract price.
- 4.1.10 The letter must state that the PROPOSERS has and understanding of and will comply with the requirements of providing a Performance Bond as stated in Section 6.1.12.

4.2 Proposer's Mandatory Qualifications

The PROPOSER must reference and respond to the following subsections in sequence and include corresponding documentation as required.

- 4.2.1 The PROPOSER must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If PROPOSER fails to provide such confirmation, the AGENCY, at its sole discretion, may determine the Proposal to be a non-responsive, and if deemed non-responsive the Proposal may be rejected.
- 4.2.2 The PROPOSER shall complete and submit RFP Attachment 9.1 to comply with the listed conditions.
- 4.2.3 Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all Proposals, bids, contracts, or grant Proposals to the State of Alabama in excess of \$5,000. PROPOSERS shall go to the URL:

<http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out by the PROPOSER as well as any Subcontractors and must be submitted with the Proposal and attached to the Proposer Qualifications and Experience Section.

- 4.2.4 The PROPOSER shall sign and submit the Immigration Status Form as provided in Attachment 9.3 with the Proposal attached to the Proposer Qualifications and Experience Section.
- 4.2.5 The PROPOSER shall acknowledge and comply that the PROPOSER has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a PROPOSER.

4.3 Proposer's General Qualifications and Experience

- 4.3.1 Proposer General Qualifications and Experience

To evidence the PROPOSER'S experience in delivering services similar to those required by this RFP, the General Proposer Qualifications and Experience must reference and respond to the following subsections in sequence and include corresponding documentation as required.

The PROPOSER must provide the following:

- 4.3.1.1 A brief, descriptive statement indicating the PROPOSER'S credentials to deliver the services sought under this RFP;
- 4.3.1.2 A brief description of the PROPOSER'S background and organizational history;
- 4.3.1.3 Number of years in business;
- 4.3.1.4 A brief statement of how long the PROPOSER has been performing the services required by this RFP;
- 4.3.1.5 Location of offices and personnel which will be used to perform services procured under this RFP;
- 4.3.1.6 A description of the number of employees and client base;
- 4.3.1.7 Whether there have been any mergers, acquisitions, or sales of the PROPOSER company within the last five (5) years (if so, an explanation providing relevant details);
- 4.3.1.8 Form of business;
- 4.3.1.9 A statement as to whether any PROPOSER employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;
- 4.3.1.10 A statement from the PROPOSER'S counsel as to whether there is pending or current litigation which would impair PROPOSER'S performance in a Contract under this RFP.
- 4.3.1.11 A statement as to whether, in the last ten (10) years, the PROPOSER has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.1.12 A statement as to whether the PROPOSER has ever been disqualified from competition for government contracts because of unsatisfactory performance on contracts; and if so, an explanation providing relevant details;

- 4.3.1.13 A detailed statement of relevant IV&V experience in the public sector within the last five (5) years. The narrative in response to this Section must thoroughly describe the PROPOSER'S experience with providing the services sought under this RFP. In this Section, the PROPOSER may also provide sample documents describing the PROPOSER'S experience.
- 4.3.1.14 The PROPOSER must also include in this section any experience with Federal requirements for Medicaid programs and/or Medicaid Management Information Systems, or other Federal programs such as HIPAA, FDA, or related service areas.

4.3.2 Subcontractor General Qualifications and Experience

The PROPOSER shall be responsible for ensuring the timeliness and quality of all work performed by Subcontractors. If no Subcontractors will be proposed, the PROPOSER must indicate so in this Section.

For each proposed Subcontractor, the PROPOSER must provide the following:

- 4.3.2.1 Subcontractor firm name;
- 4.3.2.2 Percentage of total project and task-specific work the Subcontractor will be providing based upon cost;
- 4.3.2.3 Written statement signed by the Subcontractor that clearly verifies that the Subcontractor is committed to render the services required by the contract;
- 4.3.2.4 A brief, descriptive statement indicating the Subcontractor's credentials to deliver the services sought under this RFP;
- 4.3.2.5 A brief description of the Subcontractor's background and organizational history;
- 4.3.2.6 Number of years in business;
- 4.3.2.7 A brief statement of how long the Subcontractor has been performing the services required by this RFP;
- 4.3.2.8 Location of offices and personnel which will be used to perform services procured under this RFP;
- 4.3.2.9 A description of the number of employees and client base;
- 4.3.2.10 Whether there have been any mergers, acquisitions, or sales of the Subcontract's company within the last five (5) years (if so, an explanation providing relevant details);
- 4.3.2.11 Form of business;

- 4.3.2.12 A statement as to whether any Subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;
- 4.3.2.13 A statement as to whether there is any pending litigation against the Subcontractor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Subcontractor's performance in a Contract under this RFP;
- 4.3.2.14 A statement as to whether, in the last ten (10) years, the Subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.2.15 A statement as to whether the Subcontractor has ever been disqualified from competition for government contracts because of unsatisfactory performance on contracts; and if so, an explanation providing relevant details;
- 4.3.2.16 A detailed statement of relevant IV&V experience in the public sector within the last five (5) years. The narrative in response to this Section must thoroughly describe the Subcontractor's experience with providing the services sought under this RFP. In this Section, the Subcontractor shall also provide sample documents describing the Subcontractor's experience.
- 4.3.2.17 The Subcontractor must also include in this Section any experience with Federal requirements for Medicaid programs and/or Medicaid Management Information Systems, or other Federal programs such as HIPAA, FDA, or related service areas.

4.4 Financial Stability

Documentation of financial responsibility and stability; said documentation must include:

- 4.4.1 A letter signed by an Executive Member of the PROPOSER'S organization such as the Chief Executive Officer or Chief Financial Officer or by a company officer empowered to bind the PROPOSER to the provisions of this RFP and any contract awarded pursuant to it attesting that the information provided pursuant to this Section is to his/her knowledge correct and complete.
- 4.4.2 Audited financial statements of the PROPOSER prepared in conformity with Generally Accepted Accounting Standards of the United States for most recent three (3) years to include:

- Opinion of certified public accountants
- Balance sheets
- Income statements
- Cash flow statements
- Changes in shareholders' equity statements
- All notes pertaining to such financial statements
- Management's discussion and analysis of such financial statements

Due to the length of audited financial statements, the AGENCY will accept a softcopy as a response to this Section form the PROPOSERS that must conform with Section 3 of the RFP. The PROPOSER shall clearly identify the file name and location on the submitted softcopy referenced in their hardcopy response to this Section.

- 4.4.3 The percentage of the PROPOSER'S revenue and profits from providing the type of services to be performed requested in this RFP.
- 4.4.4 Copy of the PROPOSER'S most recent certificate of insurance indicating the types and amounts of insurance coverage in force.
- 4.4.5 Documentation of the most recent credit rating determined by an accredited credit bureau, such as Dun and Bradstreet, Moody's, Standard and Poor's, etc.
- 4.4.6 Statement signed by the Chief Executive Officer or Chief Financial Officer or by a company officer empowered to bind the PROPOSER to the provisions of this RFP and any contract awarded pursuant to stating that PROPOSER has no significant unrecorded contingent liabilities that could affect the company's financial viability. Contingent liabilities are considered significant if, in the aggregate they total 10% or more of PROPOSER's stockholders' equity. If significant contingent liabilities exist details must be provided concerning the nature and amount of such contingent liabilities.
- 4.4.7 Statement from PROPOSER indicating that the PROPOSER is current on all taxes (federal, state, local) including, but not limited to, taxes on income, sales, property, etc.
- 4.4.8 For subcontractors providing thirty percent (30%) or more of the scope of services, the Subcontractor is required to submit the same financial stability information as the PROPOSER.

4.5 References

4.5.1 Proposer References

The PROPOSER shall provide three (3) references of similar size and scope for which the PROPOSER served as the contractor, within the last five (5) years. These references can be from the private, non-profit, or government sector, but should differ from the State and/or Local Governmental Experience requested in Section 4.6. PROPOSER must not

list the AGENCY as a reference. The AGENCY will contact these references to verify PROPOSER'S ability to perform the services sought under this RFP. The PROPOSER must notify all references prior to the submission of the Proposal that representatives from the AGENCY will directly contact the references for scheduling interviews. For each reference, the PROPOSER must provide:

- 4.5.1.1 Client name, address, and telephone number.
- 4.5.1.2 Description of service provided.
- 4.5.1.3 A description of the PROPOSER'S roles and responsibilities.
- 4.5.1.4 Projected cost and actual cost of the project.
- 4.5.1.5 Maximum number of staff on-site with the client (over entire period of client service).
- 4.5.1.6 Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 12 -- March 13"). Do not state this as a length of time (e.g., "two (2) years"), without start and end dates.
- 4.5.1.7 Client's contact reference name, e-mail address and telephone number; provide a primary and secondary contact for each client. The PROPOSER must verify the accuracy of this information (names, e-mail addresses and telephone numbers) within ten (10) days prior to the "Deadline for Submitting a Proposal" date. If the AGENCY is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable.
- 4.5.1.8 Label the reference responses as follows: "PROPOSER Reference # 1," followed by specific responses to 4.5.1.1 through 4.5.1.7; etc.

4.5.2 Subcontractor References

For each Subcontractor proposed, the PROPOSER shall provide three (3) references of similar size and scope for which the Subcontractor served as the contractor, preferably within the last five (5) years. These references can be from the private, non-profit, or government sector, but should differ from the State and/or Local Governmental Experience requested in Section 4.6. Subcontractors must not list the AGENCY as a reference. The AGENCY will contact these references to verify Subcontractor's ability to perform the services sought under this RFP. The PROPOSER must notify all references prior to the submission of the Proposal that representatives from the AGENCY will directly contact the references for scheduling interviews. For each Subcontractor reference, the PROPOSER must provide:

- 4.5.2.1 Client name, address, and telephone number.
- 4.5.2.2 Description of service provided.

- 4.5.2.3 A description of the Subcontractor's roles and responsibilities.
- 4.5.2.4 Projected cost and actual cost of the project.
- 4.5.2.5 Maximum number of staff on-site with the client (over entire period of client service).
- 4.5.2.6 Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 12 -- March 13"). Do not state this as a length of time (e.g., "two (2) years"), without start and end dates.
- 4.5.2.7 Client's contact reference name, e-mail address and telephone number; provide a primary and secondary contact for each client. The PROPOSER must verify the accuracy of this information (names, e-mail addresses and telephone numbers) within ten (10) days prior to the "Deadline for Submitting a Proposal" date. If the AGENCY is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable.
- 4.5.2.8 Label the reference responses as follows: "Subcontractor #1 Reference # 1," followed by specific responses to 4.5.2.1 through 4.5.2.7; etc.

4.6 State and/or Local Governmental Contractual Experience

- 4.6.1 The PROPOSER must provide a list, if any, of three (3) most recent contractual relationships with other State and/or Local Governmental entities with similar scope and size. PROPOSERS must not list a contractual relationship with the AGENCY. The AGENCY will contact the listed references to verify PROPOSER'S ability to perform the services sought under this RFP. The listing must include:
 - 4.6.1.1 Contract number;
 - 4.6.1.2 Time period of the project and/or contract;
 - 4.6.1.3 Procuring State Agency or Local entity;
 - 4.6.1.4 Number of State Agency or Local entity employees;
 - 4.6.1.5 Brief description of the services provided;
 - 4.6.1.6 Maximum number of staff assigned to project at one time;
 - 4.6.1.7 A percentage value of the PROPOSER'S involvement in terms of cost of the total project;
 - 4.6.1.8 Projected cost and actual cost of the project; and
 - 4.6.1.9 Entity contact reference name, e-mail address and telephone number; provide a primary and secondary contact for each entity. The PROPOSER must verify

the accuracy of this information (names, e-mail addresses and telephone numbers) within ten (10) days prior to the "Deadline for Submitting a Proposal" date. If the AGENCY is unable to contact the entity after a reasonable effort, evaluation will proceed as if the reference were unfavorable.

4.6.2 Subcontractor State and/or Local Governmental Contractual Experience

For each Subcontractor proposed, the PROPOSER shall provide a list, if any, of three (3) most recent contractual relationships with other State and/or Local Governmental entities with similar scope and size. Subcontractors must not list a contractual relationship with the AGENCY. The AGENCY will contact the listed references to verify the Subcontractor's ability to perform the services sought under this RFP. The listing must include:

- 4.6.2.1 Contract number;
- 4.6.2.2 Time period of the project and/or contract;
- 4.6.2.3 Procuring State Agency or Local entity;
- 4.6.2.4 Number of State Agency or Local entity employees;
- 4.6.2.5 Brief description of the services provided;
- 4.6.2.6 Maximum number of staff assigned to project at one time;
- 4.6.2.7 A percentage value of the PROPOSER'S involvement in terms of cost of the total project;
- 4.6.2.8 Projected cost and actual cost of the project; and
- 4.6.2.9 Entity contact reference name, e-mail address and telephone number; provide a primary and secondary contact for each entity. The PROPOSER must verify the accuracy of this information (names, e-mail addresses and telephone numbers) within ten (10) days prior to the "Deadline for Submitting a Proposal" date. If the AGENCY is unable to contact the entity after a reasonable effort, evaluation will proceed as if the reference were unfavorable.

4.7 Staffing

The PROPOSER must provide the following information for the staff to be assigned to the AGENCY for the duration of contract time.

4.7.1 Project Organization Chart

The PROPOSER shall provide a project organization chart that, at a minimum, identifies each key position. The AGENCY reserves the right to interview and approve the

individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld. For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

4.7.1.1 Title;

4.7.1.2 Designation as a Key or Non-Key position. The Project Manager and individuals leading teams would be Key. Senior technical positions will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;

4.7.1.3 Description of project role and responsibilities;

4.7.1.4 Percentage of time to be assigned; and

4.7.1.5 Percentage of time to be spent onsite.

4.7.2 Key Positions

At a minimum, the Key Positions must include the roles of a Project Manager and a IV&V Project Specialist. Though the PROPOSER may use different position titles, the PROPOSER must clearly specify which is the Project Manager and the IV&V Project Specialist (or clearly described equivalent). The PROPOSER must affirm that the PROPOSER if needed shall be able to meet with the AGENCY either in person, teleconference, webinar, or any other way deemed satisfactory to the AGENCY through the duration of this project.

For each position designated as a Key position, the PROPOSER shall provide:

4.7.2.1 Name and title of the individual proposed to that position;

4.7.2.2 Description of project role and responsibilities;

4.7.2.3 Completed Key Position Resume Sheet for each individual as provided in Attachment 9.4 (All Key Position Resume Sheets must be attached to the Proposer Qualification and Experience Section);

4.7.2.4 Designation of the individual as a Contract employee (compensation paid by an organization other than the PROPOSER submitting this Proposal) or staff (compensation paid by the PROPOSER submitting this Proposal); and

4.7.3 Staffing Time

The PROPOSER shall indicate the normal time required to start work after a Contract is awarded and provide assurances as to the availability of staff for Key positions within

that timeframe. The PROPOSER must also indicate the normal timeframe for filling Non-Key positions.

4.7.4 Employment Certification

By submission of this information, the PROPOSER is certifying that the individuals submitted are currently employed within the PROPOSER organization or have been contacted by the PROPOSER and have agreed to join the PROPOSER organization upon Contract award. The AGENCY reserves the right to contact and/or interview submitted personnel prior to Contract award, and the AGENCY reserves the right to approve or reject such personnel.

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5 Technical Requirements

The response to the Technical Section must be divided into the following:

- Section Cover Sheet
- Table of Contents
- PROPOSER Responsibilities
- AGENCY Responsibilities
- Relevant Technical Experience
- Roles and Responsibilities Strategies
- Project Approach and Methodology
- Documentation and Reporting

5.1 Background

Congress created Medicaid in 1965, under the provisions of Title XIX of the 1965 amendments to the Social Security Act. Medicaid started in Alabama in 1970 as a State Department of Public Health (DPH) program. In 1977, the Alabama Medical Services Administration was made an independent State Agency. In 1981 it was renamed the Alabama Medicaid Agency. The AGENCY is responsible for assuring that Medicaid eligible Alabamians have the opportunity to request and receive Medicaid services by qualifying through an eligibility process. Providers of direct services are reimbursed for medical services received by Medicaid beneficiaries. The AGENCY makes reimbursement for different services and functions using Federal and State matching funds. The Federal Financial Participation's (FFP) Federal Medical Assistance Percentage match (FMAP) for specific Medicaid costs can be up to seventy-five percent (75%) or higher with most other administrative costs receiving fifty percent (50%) Federal funding. The remaining funding percentage is made up of State or other funding sources. Enhanced Federal match of ninety percent (90%) is also available for information systems projects, such as the modernization of the eligibility and enrollment system, for meeting requirements set out in State Medicaid Manual (SMM), 11210 and 42 CFR-433.15 and complying with the seven conditions and standards as defined in the Centers for Medicare & Medicaid Services (CMS) publication *Enhanced Funding Requirements: Seven Conditions and Standards* of April 2011. As part of the state-federal partnership in administering the Medicaid and CHIP programs, CMS issues guidance in the form of letters to State Medicaid Directors, letters to State Health Officials (often regarding CHIP policy or financing issues), Informational Bulletins, and Frequently Asked Questions to communicate with states and other stakeholders regarding operational issues related to Medicaid and CHIP. In addition, CMS issues federal regulations that codify statutory provisions and also policies that have been previously outlined in sub-regulatory guidance.

During Fiscal Year (FY) 2010, there were 1,026,429 persons eligible for Medicaid in at least one month of the year. The average number of persons eligible for Medicaid per month was 851,199. The monthly average is the more useful measure of Medicaid coverage because it takes into account the length of eligibility. Of the 1,026,429 persons eligible for Medicaid in FY 2010, about eighty-five percent (85%) actually received care for which the AGENCY paid. These 872,465 persons are referred to as beneficiaries. The remaining persons incurred no medical expenses paid for by the AGENCY. Many of the individuals who had no medical expenses paid for by the AGENCY were partially eligible such as Qualified Medicare Beneficiaries (QMBs) only or Specified Low-income Medicare Beneficiaries (SLMBs).

Alabama's population grew from 4,838,286 in 2010 to 4,876,660 in 2011. The segment of the population eligible for Medicaid services has risen from twenty-one and 2 tenths percent (21.2%) in FY 2010 to twenty-two percent (22.0%) in FY 2011.

The AGENCY'S overall vision is to streamline the eligibility and enrollment process, improve user experiences thereby becoming a national model for enterprise level transformation, modernization and interoperability for E&E, Medicaid Managed Information Systems (MMIS), Health and Human Services (HHS) Systems and Health

Information Systems (HIS) based on the current Medicaid Information Technology Architecture (MITA) Framework.

The Alabama Medicaid Mission Statement, Vision, and Values are listed below.

Alabama Medicaid Agency Guiding Principles and Objectives

Alabama Medicaid Guiding Principles	
Alabama Medicaid Mission Statement	To serve eligible, low-income Alabamians by efficiently and effectively financing medical services in order to ensure patient-centered, quality focused healthcare.
Alabama Medicaid Vision	To be a leader through innovation and creativity, focusing on quality and transforming Alabama’s healthcare system.
Alabama’s Values	<p>“Respect</p> <ul style="list-style-type: none"> We are a caring organization that treats each individual with dignity, empathy, and honesty <p>Integrity</p> <ul style="list-style-type: none"> Our stakeholders can depend on the quality, trustworthiness, and reliability of the AGENCY’S employees and representatives <p>Excellence</p> <ul style="list-style-type: none"> We are committed to maximizing resources to ensure the residents of Alabama have access to quality healthcare <p>Teamwork</p> <ul style="list-style-type: none"> Our success depends upon establishing and maintaining effective collaborative partnerships <p>Innovation</p> <ul style="list-style-type: none"> We willingly embrace new ideas and new ways of doing things to effectively meet a changing healthcare environment”

Medicaid in Alabama currently covers the following groups:

- Infants born to Medicaid-eligible pregnant women
- Children under age 6 and pregnant women whose family income is at or below one hundred and thirty-three percent (133%) of the Federal poverty level (FPL)

- Children ages 6-18 whose family income is up to one hundred percent (100%) of the Federal poverty level
- Recipients of adoption assistance
- Children in foster care through the Department of Human Resources (DHR)
- Children in the care of the Department of Youth Services (DYS)
- Low income families with at least one child under 19 living in the home who meet the eligibility requirements in the State's Aid to Families with Dependent Children (AFDC) plan in effect on July 16, 1996
- Supplemental Security Income (SSI) recipients determined eligible by the Social Security Administration (SSA)
- Certain Medicare beneficiaries whose income is below a certain limit
- Special protected groups, including those who lose eligibility for cash assistance or supplemental security income (SSI) due to an increase in earnings from work, Social Security benefits, or child/spousal support
- Institutionalized individuals with income and resources below specified limits
- Certain aliens may receive emergency services if they meet all other program requirements except for citizenship/alien status
- Females under age 65 in need of treatment for breast or cervical cancer who have been referred through the National Breast and Cervical Cancer Early Detection Program
- Individuals who qualify for optional waiver programs, such as Plan First (family planning), State of Alabama Independent Living (SAIL), Elderly and Disabled, Intellectually Disabled, Technology Assisted, and Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS)

5.1.1 Concept for Alabama Medicaid Eligibility and Enrollment

Alabama Medicaid Agency and the Alabama Department of Public Health (ADPH) are seeking to build a new E&E system. This system will allow Alabama to create a single coordinated set of rules to determine eligibility for Medicaid and Children's Health Insurance Program (CHIP) in the eligibility rules engine and improve the State's program evaluation efforts and performance management reporting capabilities.

Alabama Medicaid Agency and ADPH assessed the ACA requirements, identified gaps in current functionality in the State's eligibility system and articulated a plan to best meet the identified requirements. The team also reviewed the Seven Conditions and Standards for the enhanced funding requirements from CMS. The focus is on the eligibility and enrollment system requirements, and does not address requirements to be performed by a Health Benefit Exchange, nor the corresponding business operations required to operate the Exchange.

5.1.2 E&E Project Development Approach

ADPH utilizes a Scrum development framework as part of the development of the E&E Project. ADPH completes phases of the E&E Project in several sprints lasting about 3 weeks each. The results of such sprints are heavily product deliverable oriented and less documentation oriented. ADPH's Agile Development approach is designed to develop robust software rapidly with minimal expense and investment in detailed, up-front design. The development team uses sprints, or short development cycles (usually 2–3 weeks), in which a particular piece or module of the E&E project is developed and tested. Unfortunately, the focus on short development sprints sometimes results in a lack of documentation. Much documentation required by plan-driven methodologies has not been developed but may be represented in the design and development of the software or modules resulting from the sprints. The AGENCY's and ADPH's priority is to complete the E&E project according to the timeline provided by CMS.

Characteristics	IV&V Response
Individuals and interactions over processes and tools	Monitor individual communications and interactions to ensure that open communication is taking place. On projects with multiple team locations, IV&V monitors cross-location and cross-team communications.
Working software over comprehensive documentation	Ensure that team is producing sufficient documentation to meet Federal requirements. Work closely with team to ensure that Federal documentation needs are correctly articulated as part of customer requirements.
Customer collaboration over contract negotiation	Review accuracy of requirements that development team captures (not format of requirements, but the content).

5.2 Documented Roles and Responsibilities

5.2.1 PROPOSER Responsibilities

The following subsections identify tasks the awarded PROPOSER will perform. PROPOSER must respond to Subsections 5.2.1.1 until 5.2.1.14 with separate acknowledge and comply statements.

5.2.1.1 IV&V PROPOSER Project Management Responsibilities

The PROPOSER must:

- 5.2.1.1.1 Provide a comprehensive IV&V Strategy and Methodology for the IV&V Management Task.
- 5.2.1.1.2 Produce and deliver an initial IV&V Project Work Plan. The Project Work Plan should include the best estimated schedule showing the tasks, subtasks, and associated IV&V resources that will be required to satisfy the scope of work. This Project Work Plan will be adjusted and coordinated with the E&E Project schedule and work plan.
- 5.2.1.1.3 Provide updates to IV&V Strategy and Methodology throughout the life of the E&E Project.
- 5.2.1.1.4 Prepare and submit monthly Project Status Reports. The Project Status Report shall include Risk Assessment status, including risk mitigation recommendations.
- 5.2.1.1.5 Attend meetings and present Project status, as required by the PM and CMS.
- 5.2.1.1.6 Prepare and submit draft IV&V PROPOSER deliverables for PM review and comment.
- 5.2.1.1.7 Prepare and submit final IV&V PROPOSER deliverables for AGENCY review and approval.
- 5.2.1.1.8 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.2 IV&V PROPOSER Project Initiation Responsibilities

The PROPOSER must:

- 5.2.1.2.1 Provide IV&V Strategy and Methodology for the Project Initiation Task.
- 5.2.1.2.2 Provide updates to IV&V Strategy and Methodology at the start of the Project Initiation Task.
- 5.2.1.2.3 Provide written assessments of delivered E&E Project deliverables.
- 5.2.1.2.4 Review E&E plans including, but not limited to:
 - E&E Project Plan
 - E&E Project Schedule
 - Change Management Plan
 - Internal and External Communication Plan
 - Quality Assurance Plan
- 5.2.1.2.5 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.2.6 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.

5.2.1.3 IV&V PROPOSER Requirements Validation Responsibilities

The PROPOSER must:

5.2.1.3.1 Provide IV&V Strategy and Methodology for the Requirement Validation Task.

5.2.1.3.2 Provide IV&V Strategy and Methodology Update prior to the start of the Requirement Validation stage.

5.2.1.3.3 Monitor the Requirements during Sprint sessions.

5.2.1.3.4 Participate in scheduled meetings and walk-through of E&E Project team presentations and deliverables. Review minutes, decisions, and action items resulting from these meetings.

5.2.1.3.5 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.

5.2.1.3.6 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.

5.2.1.3.7 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.4 IV&V PROPOSER Detailed Software/System Design Responsibilities

The PROPOSER must:

5.2.1.4.1 Provide IV&V Strategy and Methodology for the System Design Task.

5.2.1.4.2 Provide IV&V Strategy and Methodology Update prior to the start of the System Design stage.

5.2.1.4.3 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft deliverables.

5.2.1.4.4 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.

5.2.1.4.5 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.5 IV&V PROPOSER Data Conversion and Interfaces Responsibilities

The PROPOSER must:

- 5.2.1.5.1 Provide IV&V Strategy and Methodology for the Data Conversion and Interfaces Task.
- 5.2.1.5.2 Provide IV&V Strategy and Methodology Update prior to the start of the Data Conversion and Interfaces Task.
- 5.2.1.5.3 Participate in walk-through of deliverables, as determined by the AGENCY.
- 5.2.1.5.4 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.
- 5.2.1.5.5 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.
- 5.2.1.5.6 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.6 IV&V PROPOSER System Development Responsibilities

The PROPOSER must:

- 5.2.1.6.1 Provide IV&V Strategy and Methodology for the System Development Task.
- 5.2.1.6.2 Provide IV&V Strategy and Methodology Update prior to the System Development Task.
- 5.2.1.6.3 Participate in walk-through of deliverables, as determined by the AGENCY.
- 5.2.1.6.4 Verify and validate E&E Project consultant draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.
- 5.2.1.6.5 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.
- 5.2.1.6.6 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.7 IV&V PROPOSER Integration, System, and Operational Readiness Testing Responsibilities

The PROPOSER must:

- 5.2.1.7.1 Provide oversight to measure and maintain compliance of the agreed upon requirements.
- 5.2.1.7.2 Review E&E Project deliverables to recommend testing requirements.
- 5.2.1.7.3 Develop and implement a verification strategy document for the objectives, scope, approach, standards and procedures, tools, etc., to be used in the verification effort.

- 5.2.1.7.4 Validate System Integration Testing Interface, Testing, Pilot Operations, and Operational Readiness Assessment.
- 5.2.1.7.5 Review and provide written comments on the System Recovery, Stress and Performance, and Operational Readiness Test Plans.
- 5.2.1.7.6 Perform random sampling of test results during the testing phases to verify that the system performs according to documented results.
- 5.2.1.7.7 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.
- 5.2.1.7.8 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.
- 5.2.1.7.9 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.

5.2.1.8 IV&V PROPOSER User Acceptance Testing Responsibilities

The PROPOSER must:

- 5.2.1.8.1 Provide IV&V Strategy and Methodology for the User Acceptance Testing Task.
- 5.2.1.8.2 Provide IV&V Strategy and Methodology Update prior to the User Acceptance Testing Task.
- 5.2.1.8.3 Review and provide written comments on the User Acceptance Test Plan and User Acceptance Test Cases and Scripts.
- 5.2.1.8.4 Review and provide written comments on the written test scenarios to validate software and system functionality.
- 5.2.1.8.5 Review and provide written comments on the User Acceptance Testing results. Review documented problem conditions discovered during testing requiring corrective action and monitor final resolution. Review all reports of User Acceptance Testing results.
- 5.2.1.8.6 Participate in walk-through of test results deliverables, as determined by the PM.
- 5.2.1.8.7 Verify and validate selected E&E Project draft and final deliverables. Provide written comments on selected E&E Project draft and final deliverables.
- 5.2.1.8.8 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.
- 5.2.1.8.9 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.

5.2.1.9 IV&V PROPOSER Documentation Responsibilities

The PROPOSER must:

- 5.2.1.9.1 Provide IV&V Strategy and Methodology for Documentation Review (Technical and Operational).
- 5.2.1.9.2 Provide IV&V Strategy and Methodology Update prior to the Documentation Review (Technical and Operational) Task.
- 5.2.1.9.3 Participate in review of documentation deliverables, as determined by the AGENCY.
- 5.2.1.9.4 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.
- 5.2.1.9.5 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.
- 5.2.1.9.6 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.

5.2.1.10 IV&V PROPOSER Training Responsibilities

The PROPOSER must:

- 5.2.1.10.1 Provide IV&V Strategy and Methodology for the Training Task.
- 5.2.1.10.2 Provide IV&V Strategy and Methodology Update prior to the Training Task.
- 5.2.1.10.3 Participate in walk-through of deliverables, as determined by the AGENCY.
- 5.2.1.10.4 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.
- 5.2.1.10.5 Prepare and submit IV&V analysis/status reports for review and approval, on a frequency to be determined by the PM and CMS.
- 5.2.1.10.6 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.

5.2.1.11 IV&V PROPOSER Implementation Responsibilities

The PROPOSER must:

- 5.2.1.11.1 Provide IV&V Strategy and Methodology for the Implementation Task.

- 5.2.1.11.2 Provide IV&V Strategy and Methodology Update prior to the Implementation Task.
- 5.2.1.11.3 Review and provide comments on E&E Project plans for implementation.
- 5.2.1.11.4 Review and validate the final data and file conversion activities and final system interface activities.
- 5.2.1.11.5 Review and monitor system processing and performance to ensure that all functions and features are operating correctly, and identify any errors occurring during the initial operations period.
- 5.2.1.11.6 Verify and validate E&E Project draft and final deliverables. Provide written comments on E&E Project draft and final deliverables.
- 5.2.1.11.7 Under the direction of the PM, coordinate with the E&E Project team to assure resolution of identified issues.
- 5.2.1.11.8 Prepare and submit IV&V draft and final deliverables for the AGENCY review and comment.

5.2.1.12 IV&V PROPOSER Lessons Learned Responsibilities

The PROPOSER must:

- 5.2.1.12.1 Provide IV&V Strategy and Methodology for collection and reporting of Project Lessons Learned.
- 5.2.1.12.2 Provide collected Lessons Learned for each responsibility and task listed above.

5.2.1.13 IV&V PROPOSER Deliverables

This Section identifies deliverables the PROPOSER will perform during the E&E Project. These deliverables will be the basis against which PROPOSER'S performance will be measured.

The State expects deliverables that conform to industry standards for a project of this nature. The PROPOSER must submit an initial IV&V Project Schedule. The Schedule must provide for each of the deliverables defined in the following project tasks at a minimum. If the deliverable Due Date is "To Be Determined (TBD)," then the submission schedule will be based on the IV&V PROPOSER's approved Project Plan and coordinated with the E&E Project Plan and Schedule.

IV&V Deliverables (from RFP/Proposal)	
Project Task	IV&V Project Deliverables
Project Management Tasks	
	IV&V Strategy and Methodology Update for the Project Management Task
	IV&V Project Work Plan Updated
	IV&V Project Plan Assessment Report(s)
	Project Status Report Template
	Monthly Project Status Report
	Initial Risk Assessment Report
	Review and Validation of all E&E Project Management deliverables
Project Initiation	
	IV&V Strategy and Methodology Update for the Project Initiation Task
	Review and Validation of all E&E Project Initiation Phase deliverables
Requirements Validation	
	IV&V Strategy and Methodology Update for the Requirements Validation Task
	Requirements Validation/Joint Applications Design Process Plan
	Review and Validation of all E&E Requirements Validation Phase deliverables
System Design	
	IV&V Strategy and Methodology Update for the System Design Task
	Review and Validation of all E&E System Design Phase deliverables
Data Conversion and Interfaces	
	IV&V Strategy and Methodology Update for the Data Cleansing/Conversion Task
	Review and Validation of all E&E Data Conversion and Interfaces deliverables
System Development and Construction	
	IV&V Strategy and Methodology Update for the System Development Task
	Review and Validation of all E&E Development and Construction Phase deliverables
Integration, System, and Operational Readiness Testing	
	IV&V Strategy and Methodology Update for the Integration & System Testing Task

	Review and Validation of all E&E Integration, System, and Operational Readiness Testing Phase deliverables
	IV&V Strategy and Methodology Update for the Integration & System Testing Task
	Integration, System, and Operational Readiness Testing Phase deliverables
User Acceptance Testing	
	IV&V Strategy and Methodology Update for the Acceptance Testing Task
	User Acceptance Testing Plan
	Review and Validation of all E&E User Acceptance Testing Phase deliverables
Training	
	IV&V Strategy and Methodology Update for the Training Task
	Review and Validation of all E&E Training deliverables
Implementation	
	IV&V Strategy and Methodology Update for the Implementation Task
	Preliminary Certification Assessment
	Review and Validation of all E&E Implementation deliverables
Documentation	
	IV&V Strategy and Methodology Update for the Documentation Task
	Review and Validation of all E&E Documentation deliverables
Lessons Learned	
	Lessons Learned for each Task listed above

5.2.1.14 Acceptance Criteria

The following criteria will be used by the AGENCY to determine acceptance of the services and/or deliverables provided by the consultant under this RFP:

- Project plans to be executed according to a standard dictated by the PM
- Deliverables document the validity of the requested development process relative to current industry standards
- Documentation and deliverables conform to the acceptance and adequacy standards dictated by the PM

- All required documentation, as specified by the PM, will be delivered within mutually agreed-upon time frames
- All required documentation will meet minimum standards for quality as specified by the PM

5.2.2 AGENCY Responsibilities

The following subsections identify tasks the AGENCY will perform. PROPOSER must respond to Subsections 5.2.2.1 until 5.2.2.12 with separate acknowledge and comply statements.

5.2.2.1 AGENCY Project Management Responsibilities

The AGENCY must:

- 5.2.2.1.1 Provide input and clarifications to the IV&V PROPOSER for developing the deliverables.
- 5.2.2.1.2 Manage the E&E Project Risk Management Plan and process.
- 5.2.2.1.3 Ensure required AGENCY staff members are available to the PROPOSER based on the approved Project Plan.
- 5.2.2.1.4 Review and approve Project Management and status reporting protocols.
- 5.2.2.1.5 Review and comment on draft deliverables.
- 5.2.2.1.6 Review and approve final deliverables.
- 5.2.2.1.7 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.1.8 Monitor the IV&V PROPOSER performance.

5.2.2.2 AGENCY Project Initiation Responsibilities

The AGENCY must:

- 5.2.2.2.1 Provide input and clarifications to the PROPOSER for developing the deliverables.
- 5.2.2.2.2 Review and comment on draft deliverables.
- 5.2.2.2.3 Review and approve final deliverables.
- 5.2.2.2.4 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.2.5 Monitor the IV&V PROPOSER performance.

5.2.2.3 AGENCY Requirements Validation Responsibilities

The AGENCY must:

- 5.2.2.3.1 Provide current IV&V and related systems documentation, including user manuals, system narratives, program logic, file structures, record forms, data definitions, and performance standards.
- 5.2.2.3.2 Respond to the IV&V PROPOSER's questions regarding Alabama's Medicaid Program policy, procedures, scope of services, and client eligibility criteria.
- 5.2.2.3.3 Provide staff to participate in Sprint planning sessions and to participate in scheduled meetings and walk-through of E&E Project deliverables.
- 5.2.2.3.4 Manage necessary requirements changes.
- 5.2.2.3.5 Review and comment on draft deliverables.
- 5.2.2.3.6 Review and approve final deliverables.
- 5.2.2.3.7 All deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.3.8 Monitor IV&V PROPOSER'S performance.

5.2.2.4 AGENCY System Design Responsibilities

The AGENCY must:

- 5.2.2.4.1 Respond to IV&V PROPOSER inquiries related to system requirements.
- 5.2.2.4.2 Review and comment on draft deliverables.
- 5.2.2.4.3 Review and approve final deliverables.
- 5.2.2.4.4 Review all deliverables will be reviewed within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.4.5 Monitor IV&V PROPOSER'S performance.

5.2.2.5 AGENCY Data Conversion and Interfaces Responsibilities

The AGENCY must:

- 5.2.2.5.1 Respond to IV&V PROPOSER'S inquiries related to data conversion and interfaces requirements and AGENCY policies and procedures.
- 5.2.2.5.2 Review and comment on draft deliverables.
- 5.2.2.5.3 Review and approve final deliverables.
- 5.2.2.5.4 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.5.5 Monitor IV&V PROPOSER'S performance.

5.2.2.6 AGENCY System Development Responsibilities

The AGENCY must:

- 5.2.2.6.1 Respond to IV&V PROPOSER'S inquiries related to System requirements and AGENCY policies and procedures.
- 5.2.2.6.2 Review and comment on draft deliverables.
- 5.2.2.6.3 Review and approve final deliverables.
- 5.2.2.6.4 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.6.5 Monitor IV&V PROPOSER'S performance.

5.2.2.7 AGENCY Integration & System Testing Responsibilities

The AGENCY must:

- 5.2.2.7.1 Participate and support the development of the Integration & System Test Plan and Acceptance Test Cases and Scripts with the PROPOSER.
- 5.2.2.7.2 Review and comment on draft deliverables.
- 5.2.2.7.3 Review and approve final deliverables.
- 5.2.2.7.4 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.7.5 Monitor IV&V PROPOSER'S performance.

5.2.2.8 AGENCY User Acceptance Testing Responsibilities

The AGENCY must:

- 5.2.2.8.1 Participate and support the development of the User Acceptance Test Plan and User Acceptance Test Cases and Scripts with IV&V PROPOSER.
- 5.2.2.8.2 Support the development of the System Recovery, Stress and Performance, and Operational Readiness Test Plans with the IV&V PROPOSER. Support the development of Test Cases/Scripts for each test with the IV&V PROPOSER.
- 5.2.2.8.3 Conduct Acceptance Testing of E&E Project requirements.
- 5.2.2.8.4 Assist in the determination of test scripts to be executed by the IV&V PROPOSER.
- 5.2.2.8.5 Review system recovery, stress and performance, and operational readiness test results.
- 5.2.2.8.6 Review and comment on draft deliverables.
- 5.2.2.8.7 Review and approve final deliverables.
- 5.2.2.8.8 All deliverables will be reviewed within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.8.9 Monitor IV&V PROPOSER'S performance.

5.2.2.9 AGENCY Training Responsibilities

The AGENCY must:

- 5.2.2.9.1 Participate in training sessions.
- 5.2.2.9.2 Review and comment on draft deliverables.
- 5.2.2.9.3 Review and approve final deliverables.
- 5.2.2.9.4 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.9.5 Monitor IV&V PROPOSER'S performance.

5.2.2.10 AGENCY Implementation Responsibilities

The AGENCY must:

- 5.2.2.10.1 Provide staff to participate with the IV&V PROPOSER throughout this task.
- 5.2.2.10.2 Assist in the coordination of implementation activities.
- 5.2.2.10.3 Conduct an operational and technical (Go/No Go) readiness assessment to determine the start of the Implementation task.
- 5.2.2.10.4 Provide approval to implement the E&E Project.
- 5.2.2.10.5 Develop implementation contingency planning.
- 5.2.2.10.6 Implement and support the operation of the E&E Project within the AGENCY operational environment.
- 5.2.2.10.7 Review and comment on draft deliverables.
- 5.2.2.10.8 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM Review and approve final deliverables.
- 5.2.2.10.9 Monitor IV&V PROPOSER'S performance.

5.2.2.11 AGENCY Stabilization Responsibilities

The AGENCY must:

- 5.2.2.11.1 Provide staff to participate with the IV&V PROPOSER throughout this task.
- 5.2.2.11.2 Assist in the coordination of Stabilization activities.
- 5.2.2.11.3 Collaborate with the IV&V PROPOSER to create a Corrective Action Plan, if necessary.
- 5.2.2.11.4 Review and comment on draft deliverables.
- 5.2.2.11.5 Review and approve final deliverables.
- 5.2.2.11.6 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.11.7 Monitor IV&V PROPOSER'S performance.

5.2.2.12 AGENCY Certification Responsibilities

The AGENCY must:

- 5.2.2.12.1 Organize Certification Team composed of IV&V PROPOSER and the AGENCY.
- 5.2.2.12.2 Assist IV&V PROPOSER in the development of the Certification Plan.
- 5.2.2.12.3 Provide AGENCY resources to participate in deliverable development and certification review.
- 5.2.2.12.4 Formally notify CMS that the E&E Project is ready for certification.
- 5.2.2.12.5 Monitor IV&V PROPOSER performance in preparing for certification.
- 5.2.2.12.6 Provide lead during CMS on-site certification review.
- 5.2.2.12.7 Review and respond to comments provided by CMS.
- 5.2.2.12.8 Collaborate with the IV&V PROPOSER to create a Corrective Action Plan, if necessary.
- 5.2.2.12.9 Review and comment on draft deliverables.
- 5.2.2.12.10 Review and approve final deliverables.
- 5.2.2.12.11 Review all deliverables within ten (10) working days, unless otherwise determined by the AGENCY PM
- 5.2.2.12.12 Monitor IV&V PROPOSER'S performance.

5.3 Proposer Technical Requirements

5.3.1 Relevant Technical Experience

The PROPOSER must describe the proposed project team's experience in regards to each of the following items:

- 5.3.1.1 Contracts with other state Medicaid Agencies relative to system design and implementation as related to eligibility and enrollment systems.
- 5.3.1.2 Working with CMS on IT Gate Reviews and Enterprise Life Cycle Models.
- 5.3.1.3 Implementation of information systems using database management systems.
- 5.3.1.4 Cooperative/distributed processing, open systems, and client/server architecture.
- 5.3.1.5 Proficiency in integrating training activities within a broader view of the validation effort.
- 5.3.1.6 Web based development using SOAP/XML with Microsoft .NET technology.
- 5.3.1.7 Cooperative/distributed processing, N-Tier architecture/technology, SOA, EAI, and ESB, open systems, client/server architecture.
- 5.3.1.8 Technical Writing.
- 5.3.1.9 Rules engine.
- 5.3.1.10 SharePoint.
- 5.3.1.11 Waterfall application development methodology.
- 5.3.1.12 Agile/Scrum application development methodology.

5.3.2 Project Approach and Methodology

The PROPOSER must:

- 5.3.2.1 Describe the proposed project team's experience in regards to a structured Project Management methodology.
- 5.3.2.2 Describe the formal Project Management methodology to be used.
- 5.3.2.3 Describe the PROPOSER'S mechanism to track the progress of project activities.
- 5.3.2.4 Describe a proposed communication plan to detail how the PROPOSER will communicate with stakeholders, the Project Management Office, and the development team.
- 5.3.2.5 Describe how the PROPOSER will monitor and report the project status to the PMO.
- 5.3.2.6 Provide a proposed IV&V project plan to be used in completing this project. The AGENCY provided the overall E&E Project time table listed below:

- The first phase is the application intake functionality for MLIF, Plan First, pregnant women, children under 19, other Medicaid MAGI based coverage groups, and CHIP. (October 2012 -October 2013)
- The second phase is the fully functional E & E System for MLIF, Plan First, pregnant women, children under 19, other Medicaid MAGI based coverage groups, and CHIP. (October 2013 - December 2013)
- The third phase is stabilization and enhancements such as on line reporting tools, federal and other management reports, and performance tuning. (November 2013 - Jun 2014)
- The fourth phase is E & E System for Elderly and Disabled program. TANF and SNAP programs will be included within this phase pending a revised IAPDU. (July 2014 - December 2015)

The description of the project plan must include but is not limited to the following items:

- Summary of the overall plan for IV&V consultant services
- Description of necessary relationships between the PROPOSER, subcontractors and AGENCY personnel to include:
 - Gantt chart which describes assignments, who will perform them and when they will be performed, to include completion dates
 - Estimated time requirements for all AGENCY employees corresponding to the Gantt chart
- Preliminary project timelines and milestones

5.3.3 Roles and Responsibilities Strategies

For each of the following Sections (5.3.3.1 until 5.3.3.12), the PROPOSER must describe in detail the following six questions:

- *How will the task be performed?*
- *What problems need to be overcome?*
- *What functions will be performed by PROPOSER'S staff?*
- *What strategies will the PROPOSER utilize to perform the tasks in a more product deliverable-oriented and less documented-oriented development environment as described in Section 5.1.2?*
- *What assistance will be needed from the AGENCY, if any?*
- *How will the staffing proposed be adequate to fully perform each task?*

- 5.3.3.1 Comprehensive Strategy and Methodology for the IV&V Project Management Task
- 5.3.3.2 Comprehensive Strategy and Methodology for the IV&V Project Initiation Task
- 5.3.3.3 Comprehensive Strategy and Methodology for the IV&V Requirements Validation Task
- 5.3.3.4 Comprehensive Strategy and Methodology for the IV&V Detailed Software/System Design Task
- 5.3.3.5 Comprehensive Strategy and Methodology for the IV&V Data Conversion and Interfaces Task
- 5.3.3.6 Comprehensive Strategy and Methodology for the IV&V System Development Task
- 5.3.3.7 Comprehensive Strategy and Methodology for the IV&V Integration, System and Operational Readiness Testing Task
- 5.3.3.8 Comprehensive Strategy and Methodology for the IV&V User Acceptance Testing Task
- 5.3.3.9 Comprehensive Strategy and Methodology for the IV&V Documentation Review Task
- 5.3.3.10 Comprehensive Strategy and Methodology for the IV&V Training Task
- 5.3.3.11 Comprehensive Strategy and Methodology for the IV&V Implementation Task
- 5.3.3.12 Comprehensive Strategy and Methodology for the IV&V Lessons Learned Task

5.3.4 Documentation and Reporting

The PROPOSER must:

- 5.3.4.1 Submit a statement acknowledging that the E&E Project Development Approach is heavily product deliverable-oriented and less document-oriented as described in Section 5.1.2.
- 5.3.4.2 Describe the PROPOSER'S guidelines and standards for documentation

- 5.3.4.3 Describe the types of deliverables typically performed as part of the requested IV&V consultant services
- 5.3.4.4 Provide a sample of a CMS status report
- 5.3.4.5 Provide a sample of a development assessment
- 5.3.4.6 Provide a sample of a source code assessment

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6 Cost Proposal

- 6.1.1 The Cost Proposal will be used as the primary representation of the PROPOSER'S cost/price, and will be used during the Proposal evaluation. Additional information should be included as necessary to explain in detail the PROPOSER's cost/price.
- 6.1.2 Pricing information must be included in the Cost Proposal Section, and only in the Cost Proposal Section; no pricing information must be included in any other Section responses. Inclusion of Cost Proposal information in any other Section may result in the Proposal being considered as non-responsive, and may result in disqualification.
- 6.1.3 The AGENCY will only accept firm and fixed cost Proposals for this project. No time-and-materials Proposals will be considered.
- 6.1.4 Pricing is to be the best and final price. However, the AGENCY reserves the right to negotiate over options and other considerations with the selected PROPOSER to reach a final Contract price.
- 6.1.5 PROPOSERS must submit pricing for their IV&V consultant services to be delivered as a full-service model, including the staffing of maintenance and administrative positions for on-going operation.
- 6.1.6 PROPOSERS must use Attachment 9.7 - Cost Proposal Template I and Attachment 9.8 – Cost Proposal Template II to submit proposed costs.
- 6.1.7 Cost Proposal Template I and Cost Proposal Template II must be signed by a company officer empowered to bind the PROPOSER to the provisions of this RFP and any contract awarded pursuant to it.
- 6.1.8 The PROPOSERS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.
- 6.1.9 Payments will only be made on the successful completion and approval of a deliverable by the AGENCY.
- 6.1.10 A Total Fixed Price of all line items in Cost Proposal Template II is required and must be the same amount that is entered on the RFP Proposal Sheet for the Firm and Fixed Price. In the event of a discrepancy, the Firm and Fixed price entered on the RFP Proposal Sheet shall govern.
- 6.1.11 The Cost Proposal will be scored using standardization, so that the lowest overall cost proposal receives the maximum allotted points as defined in Section 7. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: PROPOSER A's cost is \$1,000,000 and PROPOSER B's cost is \$2,000,000. PROPOSER A would receive 25 points, PROPOSER B would receive 12.5 points ($\$1,000,000 / \$2,000,000 = 50\% \times 25 \text{ points} = 12.5$). Lowest Total Cost/ This PROPOSER's Total Cost X Number of Available Points = Award Points.

6.1.12 In order to assure full performance of all obligations imposed on a PROPOSER contracting with the State of Alabama, the PROPOSER will be required to provide a performance guarantee in the amount of \$200,000.00. The performance guarantee must be submitted by PROPOSER at least ten (10) calendar days prior to the contract start date. The form of security guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable) (2) Other type of bank certified check (3) Money order (4) An irrevocable letter of credit (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond shall be in force from that date through the term of the operations contract and ninety (90) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the PROPOSER to perform satisfactorily shall cause the performance bond to become due and payable to the State of Alabama. The Chief Financial Officer of Medicaid or his designee shall be custodian of the performance bond. Said bond shall be extended in the event the AGENCY exercises its option to extend the operational contract.

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7 Evaluation and Proposer Selection

7.1 Proposal Evaluation Categories and Weights

The categories to be considered in the evaluation of Proposals are shown below. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points that shall be awarded to a Proposal:

Proposer Qualifications and Experience	35
Technical Requirements	40
Cost Proposal	25

7.2 Proposal Evaluation Process

7.2.1 The evaluation process is designed to award the Contract to the PROPOSER with the best combination of attributes based upon the RFP requirements and evaluation criteria that constitutes “best value” for the AGENCY.

7.2.2 The RFP Coordinator will coordinate the Proposal evaluation process and maintain Proposal evaluation records. A RFP Evaluation Committee, consisting of subject matter experts, will be responsible for evaluating Proposals.

7.2.3 All Proposals will be initially reviewed by the RFP Coordinator to determine compliance with basic Proposal requirements as specified in the RFP. If the RFP Coordinator determines that a Proposal may be missing one or more such requirements, the RFP Evaluation Committee shall review the Proposal to determine:

- a. that the Proposal meets requirements for further evaluation;
- b. that the AGENCY shall request further clarification(s) or corrections; or
- c. that the AGENCY shall determine the Proposal non-responsive and reject it.

7.2.4 The Proposal evaluation process will be accomplished as follows:

The RFP Evaluation Committee shall evaluate responsive Proposals. Each evaluator will score the Proposer Qualifications and Experience and Technical Requirements responses of each PROPOSER. The RFP Coordinator will compute the Cost Proposal score and final score for each Proposal by the PROPOSER. A third party financial expert will score the Section 4.4, Financial Stability based upon pre-determined criteria and weights approved by the Evaluation Committee. The evaluation scoring shall use the pre-established criteria and weights set out in this RFP.

7.2.5 The AGENCY reserves the right, at its sole discretion, to request clarifications with any or all PROPOSERS. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific Sections of the

Proposal identified by the Evaluation Committee or the AGENCY. If clarifications are made, the PROPOSER shall put such clarifications in writing.

7.3 Contract Award Process

- 7.3.1 The RFP Coordinator will present the results from the Proposal evaluation process to the RFP Evaluation Committee; the RFP Evaluation Committee will present their recommendations to Stephanie McGee Azar, Acting Commissioner.
- 7.3.2 The AGENCY reserves the right to make an award without further discussion of any Proposal submitted. There may be no best and final offer procedure by the AGENCY among the PROPOSERS. Therefore, each Proposal should be initially submitted on the most favorable terms the PROPOSER can offer.
- 7.3.3 After the evaluation of Proposals and final consideration of all pertinent information available, the AGENCY will issue an Evaluation Notice to all PROPOSERS. The notice will identify the PROPOSER selected by the AGENCY. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated PROPOSER or any PROPOSER.
- 7.3.4 The RFP files will be made available for public inspection upon request to the RFP Coordinator after final Contract award. Requestors may not be provided any information marked as “Confidential” submitted by the PROPOSERS as defined by Section 3.13.
- 7.3.5 If a PROPOSER fails to sign and return the Contract drawn pursuant to this RFP and the final Contract negotiations within fourteen (14) days of its delivery to the PROPOSER, the AGENCY may determine, at its sole discretion, that the PROPOSER is non-responsive to the terms of this RFP, reject the Proposal, and open final Contract negotiations with another PROPOSER.
- 7.3.6 Contract award shall be subject to the Contract approval of all appropriate the AGENCY officials in accordance with applicable state laws and regulations.
- 7.3.7 During contract negotiations, the AGENCY reserves the right to modify the scope of services described within this RFP. Furthermore, the AGENCY reserves the right to add additional Statement of Works under the resulting Contract.
- 7.3.8 The following documents included in Section 9 are documents that must be signed after contract award and prior to the meeting of the Legislative Contract Oversight Committee Meeting:
- Attachment 9.10 – Sample Contract
 - Attachment 9.11 – Contract Review Report for Submission to Oversight Committee
 - Attachment 9.12 – Letter Regarding to Ethics Commission

- Attachment 9.13 – Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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8 General Terms and Conditions

8.1 General

This RFP and Contractor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama.

The contract shall include the following:

1. Executed contract,
2. RFP, attachments, and any amendments thereto,
3. Contractor's response to the RFP, and shall be construed in accordance with and in the order of the applicable provisions of:
 - Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations
 - The statutory and case law of the State of Alabama
 - The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended
 - The Medicaid Administrative Code
 - Medicaid's written response to prospective PROPOSER questions

8.2 Compliance with State and Federal Regulations

Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. Medicaid retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

8.3 Term of Contract

The initial contract term shall be for two (2) years effective March 1, 2014, through February 29, 2016. Alabama Medicaid shall have two (2), one (1)-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The PROPOSER will provide pricing for each year of the contract, including any extensions.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

8.4 Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

8.5 Confidentiality

Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR §160.101 – 164.534. Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

Contractor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the Plan in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

1. Establishing eligibility;
2. Determining the amount of medical assistance;
3. Providing services for recipients; and
4. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the Plan.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), the successful Contractor shall sign and comply with the terms of a Business Associate agreement with the Agency (Attachment 9.6).

8.6 Security and Release of Information

Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its

other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

8.7 Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to contractors by 5 USC 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

8.8 Contract a Public Record

Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Contractor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of Contractor's refusal to comply with this provision shall constitute a material breach of contract.

8.9 Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of Medicaid, constitute default by Contractor effective the date of such filing. Contractor shall inform Medicaid in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. Medicaid may, at its option, declare default and notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

8.10 Termination for Default

Medicaid may, by written notice, terminate performance under the contract, in whole or in part, for failure of Contractor to perform any of the contract provisions. In the event Contractor defaults in the performance of any of Contractor's material duties and obligations, written notice shall be given to Contractor specifying default. Contractor shall have 10 calendar days, or such additional time as agreed to in writing by Medicaid, after the mailing of such notice to cure any default. In the event Contractor does not cure a default within 10 calendar days, or such additional time allowed by Medicaid, Medicaid may, at its option, notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

8.11 Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If Medicaid, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, Medicaid shall promptly notify Contractor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to Medicaid, State or Federal Government.

8.12 Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

8.13 Force Majeure

Contractor shall be excused from performance hereunder for any period Contractor is prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.

8.14 Nondiscriminatory Compliance

Contractor shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as

amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

8.15 Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

8.16 Worker's Compensation

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

8.17 Employment of State Staff

Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of Medicaid during the previous twelve (12) months, except retired employees or contractual consultants, without the written consent of Medicaid. Certain Medicaid employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., code of Alabama 1975.

8.18 Employment of Unauthorized Aliens

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

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of

Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

8.19 Share of Contract

No official or employee of the State of Alabama shall be admitted to any share of the contract or to any benefit that may arise there from.

8.20 Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

8.21 Warranties Against Broker's Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage, or contingency fee excepting bona fide employees. For breach of this warranty, Medicaid shall have the right to terminate the contract without liability.

8.22 Novation

In the event of a change in the corporate or company ownership of Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract shall continue to exist between Medicaid and the original Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

8.23 Employment Basis

It is expressly understood and agreed that Medicaid enters into this agreement with Contractor and any subcontractor as authorized under the provisions of this contract as an independent Contractor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

8.24 Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Contractor and the RFP shall be controlled by the provisions of

the RFP. Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Commissioner of Medicaid.

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. Pending a final decision of a dispute hereunder, the Contractor must proceed diligently with the performance of the contract in accordance with the disputed decision.

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 private mediators.

Any litigation brought by Medicaid or Contractor regarding any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only.

8.25 Records Retention and Storage

Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of three-years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three year period, the records shall be retained until resolution.

8.26 Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

8.27 Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1,

Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

8.28 Payment

Contractor shall submit to Medicaid a detailed monthly invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Project Director. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation.

8.29 Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the Project Director. Any notice to Contractor shall be sufficient when mailed to Contractor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

8.30 Disclosure Statement

The successful PORPOSER shall be required to complete a financial disclosure statement with the executed contract.

8.31 Debarment

Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

8.32 Not to Constitute a Debt of the State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

8.33 Qualification to do Business in Alabama

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section

10-2B-15.01, et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

8.34 Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of laws provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

8.35 Alabama interChange Interface Standards

Contractor hereby certifies that any exchange of MMIS data with the Agency's fiscal agent will be accomplished by following the Alabama interChange Interface Standards Document.

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9 Attachments

9.1 Certificate of Compliance

PROPOSER Organization Name

By indication of the authorized signature below, the PROPOSER does hereby make certification and assurance of the PROPOSER'S compliance with:

1. The laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. The condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury;
6. The condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the PROPOSER in connection with the procurement under this RFP;
7. The condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
8. The State of Alabama Proposer Disclosure form;
and
9. Other terms and conditions as described in the Attachments as they apply.

PROPOSER Name, Authorized Signature, Title, and Date

9.2 Proposer Exceptions

PROPOSER Organization: _____ Date: _____

Authorized Signature: _____

Signer Name: _____ Title: _____

Exception ID ¹
Exception to ²
Scope of Exception
Ramifications for the AGENCY
Benefits and Disadvantages to be incurred by the AGENCY

¹ Exceptions must be numbered in order as they occur within the RFP starting at 1

² PROPOSER must fill this form for each exception separately

9.3 Immigration Status Form

I hereby comply that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States for services procured under this RFP that will be performed within the State of Alabama.

PROPOSER Signature

Witness

9.4 Key Position Resume Sheet

This form must be used to respond to Section 4.7.2 – Key Positions. For each named individual a separate Key Position Resume Sheet must be submitted.

PROPOSER Organization: _____

Key Position: _____

Candidate:

Full Name: Last Name First Name MI

Address Street: City: State: Zip:

U.S. Citizen Non-U.S. Citizen Visa Status:

Status: Employee Self Employed Subcontractor (Name: _____)

Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input type="checkbox"/>	Doctoral <input type="checkbox"/>
List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary						
School Name			Degree/Major		Degree Earned	Year Received

Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #:			
Job Title:			
From	To	Reason for Leaving:	Hours per week
Describe your duties and responsibilities as they relate to the Request for Proposal:			

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Address	Phone () -	E-mail Address

Reference 2

Name	Title	Organization
Address	Phone () -	E-mail Address

Reference 3		
Name	Title	Organization
Address	Phone () -	E-mail Address

Candidate and Proposer Certification

By submitting this data sheet to the AGENCY, the Candidate and PROPOSER certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to the AGENCY may be investigated.

By submitting this data sheet to the AGENCY, the Candidate and PROPOSER certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this PROPOSER. Any candidate that is submitted by more than one PROPOSER for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the PROPOSER.

Authorized PROPOSER Signature

Date

9.5 Sample Key Position Resume Sheet

PROPOSER Organization: Auburn University Montgomery

Key Position: Technical Team – Communications Manager

Candidate:

Full Name: Jackson Hewlett M

Address Street: 6760 Happy Lane Circle City: Oklahoma State: OK Zip: 54671

U.S. Citizen Non-U.S. Citizen Visa Status:

Status: Employee Self Employed Subcontractor (Name: __) Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input checked="" type="checkbox"/>	Doctoral <input type="checkbox"/>
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List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary			
School Name	Degree/Major	Degree Earned	Year Received
Harvard University	Master Business Administration	Yes	2001
Yale University	Bachelor of Science in Information Technology	Yes	2000
Princeton University	Associate in Data Processing	Yes	1997

	Technology		
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Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #: 1			
Job Title: Sr. SQL Administrator			
From 02/2001	To Present	Reason for Leaving:	Hours per week 40
<p>Describe your duties and responsibilities as they relate to the Request for Proposal.</p> <p>Maintain and develop employee database, supply database, clientele databases, and administer programming for these databases, Keep all records up to date in hard copies and soft on a network. Keep general knowledge of network in order to coordinate employee computers. Keep clientele in a secure intranet database.</p>			

Work Experience #: 2			
Job Title: Software Application Engineer			
From 03/1995	To 01/2001	Reason for Leaving: New Job Opportunity	Hours per week 40
<p>Describe your duties and responsibilities as they relate to the Request for Proposal.</p> <p>Designs, develops, debugs, modifies, tests software programs by using current programming languages, methodologies and technologies.</p> <p>Documents software development and/or test development by writing documents, reports, memos, change requests. Methods used are determined by approved procedures and standards</p> <p>Tracks software development effort by creating and maintaining records in the approved tracking management tool.</p> <p>Analyzes, evaluates, verifies requirements, software and systems by using software</p>			

engineering practices.

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Bob Thorton	CEO	Bob Thornton Enterprise
Address	Phone	E-mail Address
3245 Grey Hat Drive	(123) 456 - 7589	bob@greyhat.com

Reference 2		
Name	Title	Organization
Henry Ford	CEO	Humpfrey Corp.
Address	Phone	E-mail Address
234 Humpfrey St.	(123) 456 - 7589	hford@humpfrey.com

Reference 3		
Name	Title	Organization
Jack Daniels	Software Director	Red Brick Software Services
Address	Phone	E-mail Address
987 Daniels Dr.	(123) 456 - 7589	j@daniels.com

Candidate and Proposer Certification

By submitting this data sheet to the AGENCY, the Candidate and PROPOSER certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to the AGENCY may be investigated.

By submitting this data sheet to the AGENCY, the Candidate and PROPOSER certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this PROPOSER. Any candidate that is submitted by more than one PROPOSER for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the PROPOSER.

[SIGNATURE]

3/4/2010

Authorized PROPOSER Signature

Date

9.6 Business Associate Addendum

ALABAMA MEDICAID AGENCY BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Agreement") is made effective the _____ day of _____, 20____, by and between the Alabama Medicaid Agency ("Covered Entity"), an agency of the State of Alabama, and _____ ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule (as defined below).
- c. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless otherwise clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Breach" shall have the meaning set forth in 45 C.F.R. § 164.402.
- b. "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c. "Electronic Protected Health Information" means Protected Health Information that is transmitted by Electronic Media (as defined in the Security and Privacy Rule) or maintained in Electronic Media.
- d. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

- e. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- f. “Personal Health Record” shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.
- g. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- h. “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- i. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- j. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- k. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 162, and Parts 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to a business associate of a covered entity in the same manner that such Sections apply to the covered entity.
- m. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.
- n. “Unsecured Protected Health Information” is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under Section 13402(h)(2) of Public Law 111–5 on the HHS Web site.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.

- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Report Unauthorized Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. Applicability to Business Associate's Agents. In accordance with 45CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any subcontractors or agents that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.
- f. Access. Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.
- g. Amendments to PHI. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.
- h. Availability of Documents. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules, within five business days after receipt of written notice.
- i. Documentation of PHI Disclosures. Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. Accounting of Disclosures. The Business Associate agrees to provide to Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- k. The Business Associate shall maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.

- l. The Business Associate shall notify the Covered Entity within five business days following the discovery of a breach of Protected Health Information (PHI).
- m. The Business Associate shall provide the Covered Entity the following information when a breach of unsecured protected health information is discovered:
 1. The number of recipient records involved in the breach.
 2. A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 3. A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 4. Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 5. A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 6. Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
 7. A proposed media release developed by the Business Associate.
- n. The Business Associate shall obtain Covered Entity approval prior to reporting any breach required by 45 CFR Part 164, Subpart D.
- o. The Business Associate shall, after receiving Covered Entity approval, provide the necessary notices to the recipient, prominent media outlet, or the Secretary of Health and Human Services (HHS) to report Business Associate breaches as required by 45 CFR Part 164, Subpart D.
- p. Covered Entity will coordinate with the Business Associate in the determination of additional specific actions that will be required of the Business Associate for mitigation of the breach.
- q. If the Business Associate is a vendor of personal health records, notification of the breach will need to be made with the Federal Trade Commission.
- r. The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate.
- s. The Business Associate shall pay all fines or penalties imposed by HHS under 45 CFR Part 160 HIPAA Administrative Simplification: Enforcement rule for breaches made by any employee, officer, or agent of the Business Associate.
- t. The Business Associate shall be subject to prosecution by the Department of Justice for criminal violations of HIPAA if the Business Associate obtains, accesses or discloses individually identifiable health information without authorization, and shall be responsible for any and all costs associated with prosecution.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 CFT Part 164 if done by Covered Entity;
- b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that:
 1. disclosures are Required By Law; or
 2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- e. Business Associate may not use or disclose PHI if the use or disclosure would violate any term of the Contract.

5. REPORTING IMPROPER USE OR DISCLOSURE

- a. The Business Associate shall report to the Covered Entity any use or disclosure of PHI not provided for by this agreement immediately from the time the Business Associate becomes aware of the use or disclosure.
- b. The Business Associate shall report to the Covered Entity any Security Incident and/or breach immediately from the time the Business Associate becomes aware of the use or disclosure.

6. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- b. Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

- c. Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- e. Covered Entity shall provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services.

7. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2. Immediately terminate this Agreement; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1. Except as provided in paragraph (2) of this Section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - 2. In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
 - a. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to

prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

- d. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and
- e. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

d. Survival

The obligations of business associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- e. The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

9.7 Cost Proposal Template I

During the course of the contract, the AGENCY may identify additional work that was not included in the original scope of work but of importance to the progression of the project. PROPOSERS must provide hourly rates for various roles to be used through the end of the project. These rates must be classified by position; i.e., Functional Business Analyst, Project Manager etc. The PROPOSER must provide the hourly rates, inclusive of travel and living expenses and include a brief description of the position. The proposed hourly rates must be effective through the end of the original contract term including the two (2) one (1) year options for extension as described in Section 8.3 – Term of Contract.

Proposer:		
Authorized Signature:		Date:
<u>Staff Title</u>	<u>Description and Typical Activities</u>	<u>Hourly Rate</u>

9.8 Cost Proposal Template II

Enter the price of each deliverable.

Proposer:		
Authorized Signature:		Date:
Section	Task	Cost
5.2.1.1	IV&V PROPOSER Project Management Responsibilities	
5.2.1.2	IV&V PROPOSER E&E Project Initiation Responsibilities	
5.2.1.3	IV&V PROPOSER Requirements Validation Responsibilities	
5.2.1.4	IV&V PROPOSER Detailed Software/System Design Responsibilities	
5.2.1.5	IV&V PROPOSER Data Conversion and Interfaces Responsibilities	
5.2.1.6	IV&V PROPOSER System Development Responsibilities	
5.2.1.7	IV&V PROPOSER Integration, System, and Operational Readiness Testing Responsibilities	
5.2.1.8	IV&V PROPOSER User Acceptance Testing Responsibilities	
5.2.1.9	IV&V PROPOSER Documentation Responsibilities	
5.2.1.10	IV&V PROPOSER Training Responsibilities	
5.2.1.11	IV&V PROPOSER Implementation Responsibilities	
5.2.1.12	IV&V PROPOSER Lessons Learned Responsibilities	
TOTAL FIXED PRICE		

9.9 Acronyms

Acronym	Definition
AMAES	Alabama Medicaid Application and Eligibility System
AMMIS-RS	Alabama Medicaid Management Information System Recipient Subsystem
BPR	Business Process Reengineering
CMM-I	Capability Maturity Model Integration
CMS	Centers for Medicare & Medicaid Services
DDI	Design, Development, and Implementation
IEEE	Institute of Electrical and Electronics Engineers
ISAM	Indexed Sequential File
IV&V	Independent Verification & Validation
JAD	Joint Application Development
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
PM	Project Manager
QA	Quality Assurance
RFP	Request for Proposal
SOA	Service-oriented architecture
SOW	Statement of Work
TBD	To Be Determined
VSAM	Virtual Sequential Access Method

9.10 Sample Contract

CONTRACT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and _____, Contractor, agree as follows:

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Request for Proposal (RFP Number _____, dated _____, strictly in accordance with the requirements thereof and Contractor’s response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the RFP and the price provided on the RFP Cover Sheet response, in an amount not to exceed _____.

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is ____ to _____.

This contract specifically incorporates by reference the RFP, any attachments and amendments thereto, and Contractor’s response.

CONTRACTOR

ALABAMA MEDICAID AGENCY

This contract has been reviewed for and is approved as to content.

Contractor’s name here

Stephanie McGee Azar
Acting Commissioner

Date signed

Date signed

Printed Name

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Tax ID: _____

APPROVED:

General Counsel

Governor, State of Alabama

9.11 Contract Review Report for Submission to Oversight Committee

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130
CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor: _____

Contractor's Physical Street Address (No P.O. Box) City ST

* Is Contractor organized as an Alabama Entity in Alabama? YES _____ NO _____
* If not, has it qualified with the Alabama Secretary of State to do business in Alabama? YES _____ NO _____

Is Act 2001-955 Disclosure Form Included with this Contract? YES _____ NO _____
Does Contractor have current member of Legislature or family member of Legislator employed? YES _____ NO _____

Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES _____ NO _____

If Yes, Give Name: _____

Contract Number: _____

Contract/Amendment Total: \$ _____ (estimate if necessary)

% State Funds: _____ % Federal Funds: _____ % Other Funds _____:**

**Please Specify Source of Other Funds (Fees, Grants, etc.) _____

Date Contract Effective: _____ Date Contract Ends: _____

Type Contract: NEW: _____ RENEWAL: _____ AMENDMENT: _____

If Renewal, was it originally Bid? Yes _____ No _____

If AMENDMENT, Complete A through C:

- (A) Original contract total \$ _____
- (B) Amended total prior to this amendment \$ _____
- (C) Amended total after this amendment \$ _____

Was Contract Secured through Bid Process? YES____ NO____

Was lowest Bid accepted? Yes____ No____

Was Contract Secured through RFP Process? YES____ NO____ Date RFP was awarded:_____

Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx> YES _____ No_____

If no, please give a brief explanation:

Summary of Contract Services to be Provided: _____

Why Contract Necessary AND why this service cannot be performed by merit employee: _____

I certify that the above information is correct.

Signature of Agency Head

Signature of Contractor

Printed Name

Printed Name

Agency Contact: _____ Phone: _____

Revised: 2/20/2013

9.12 Letter Regarding to Ethics Commission



ROBERT BENTLEY
Governor

Alabama Medicaid Agency
501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624
www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

Telecommunication for the Deaf: 1-800-253-0799
334-242-5000 1-800-362-1504



STEPHANIE MCGEE AZAR
Acting Commissioner

MEMORANDUM

SUBJECT: Reporting to Ethics Commission by Persons Related to Agency Employees

Section 36-25-16(b) Code of Alabama (1975) provides that anyone who enters into a contract with a state agency for the sale of goods or services exceeding \$7500 shall report to the State Ethics Commission the names of any adult child, parent, spouse, brother or sister employed by the agency.

Please review your situation for applicability of this statute. The address of the Alabama Ethics Commission is:

100 North Union Street
RSA Union Bldg.
Montgomery, Alabama 36104

A copy of the statute is reproduced below for your information. If you have any questions, please feel free to contact the Agency Office of General Counsel, at 242-5741.

Section 36-25-16. Reports by persons who are related to public officials or public employees and who represent persons before regulatory body or contract with state.

- (a) When any citizen of the state or business with which he or she is associated represents for a fee any person before a regulatory body of the executive branch, he or she shall report to the commission the name of any adult child, parent, spouse, brother, or sister who is a public official or a public employee of that regulatory body of the executive branch.
- (b) When any citizen of the State or business with which the person is associated enters into a contract for the sale of goods or services to the State of Alabama or any of its agencies or any county or municipality and any of their respective agencies in amounts exceeding seven thousand five hundred dollars (\$7500) he or she shall report to the commission the names of any adult child, parent, spouse, brother, or sister who is a public official or public employee of the agency or department with whom the contract is made.
- (c) This Section shall not apply to any contract for the sale of goods or services awarded through a process of public notice and competitive bidding.
- (d) Each regulatory body of the executive branch, or any agency of the State of Alabama shall be responsible for notifying citizens affected by this chapter of the requirements of this Section. (Acts 1973, No. 1056, p. 1699, §15; Acts 1975, No. 130, §1; Acts 1995, No. 95-194, p. 269, §1.)

9.13 Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Derived from Appendix B to 45 CFR Part 76--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions)

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out therein.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Alabama Medicaid Agency (the Agency) may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, have the meaning set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this contract that it will include this certification clause without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Agency may pursue available remedies, including suspension and/or debarment.

9.14 Beason-Hammon Certificate of Compliance

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between** _____ **(Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as “the Act”.
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____ (b) *The* Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20_____.

WITNESS: _____

Print Name of Witness