ALABAMA MEDICAID AGENCY

REQUEST FOR PROPOSALS

RFP Number: 2016-HIE-01	**RFP Title:** Alabama Health Information Exchange (HIE) Development and Operation RFP
RFP Due Date and Time: March 10, 2016 by 5pm Central Time	**Number of Pages:** 63

PROCUREMENT INFORMATION

Project Director: Kay Nall	**Issue Date:** January 29, 2016
E-mail Address: HIE-RFP@medicaid.alabama.gov **Website:** http://www.medicaid.alabama.gov	**Issuing Division:** Health Information Technology

INSTRUCTIONS TO VENDORS

Return Proposal to: Kay Nall **Alabama Medicaid Agency** **Lurleen B. Wallace Building** **501 Dexter Avenue** **PO Box 5624** **Montgomery, AL 36103-5624**	**Mark Face of Envelope/Package:** Alabama Health Information Exchange (HIE) Development and Operation RFP **RFP Number:** 2016-HIE-01 **RFP Due Date:** March 10, 2016 by 5pm CT **Firm and Fixed Price:**

VENDOR INFORMATION

(Vendor must complete the following and return with RFP response)

Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:

Section A. RFP Checklist

1. ____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. ____ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.

4. ____ **Use the forms provided**, i.e., cover page, disclosure statement, etc.

5. ____ **Check Medicaid's website for RFP addenda.** It is the Vendor's responsibility to check Medicaid's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.

6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

8. ____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected vendor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

This checklist is provided for assistance only and should not be submitted with Vendor's Response.

Section B. Schedule of Events

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

EVENT	DATE
RFP Issued	1/29/2016
Deadline to Submit Questions (Round 1)	2/5/2016
Posting of Questions and Answers (Round 1)	2/17/2016
Deadline to Submit Questions (Round 2)	2/24/2016
Final Posting of Questions and Answers (Round 2)	3/3/2016
Proposals Due by 5 pm CT	3/10/2016
Evaluation Period	3/10-25/2016
**Contract Review Committee	6/2/2016
Official Contract Award/Begin Work	6/20/2016
Existing Migration Deadline and Go-Live Date	7/1/2016

**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 "Vendor Begins 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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I. Background

The Alabama Medicaid Agency on behalf of the Alabama Health Information Exchange Advisory Commission is soliciting proposals to provide a statewide Health Information Exchange infrastructure for physicians, hospitals, mental health providers, other health care organizations, and consumers. Alabama's Health Information Exchange (HIE) is called One Health Record® (OHR). The purpose of this Request for Proposal (RFP) is to obtain vendor services and expertise for the continued development, construction, operation and support of the OHR. The details on the scope of work, requirements and deliverables are contained in this RFP. The overall project plan for the development and operation of the OHR will follow the Office of the National Coordinator (ONC) approved OHR Strategic Plan and Operational Plan and the CMS approved State Medicaid HIT Plan (SMHP). Further information on OHR can be found on the Agency website at www.onehealthrecord.alabama.gov.

In addition to the deliverables outlined, the Vendor will be responsible to provide support services such as resource consultation, planning for implementation, communication with stakeholder groups, research and keeping Medicaid apprised of national changes.

As of January 7, 2016, OHR has a total of 45 connected hospitals and clinics, 10 connections pending production release and 21 In-Progress connections currently. Work is continuing to establish connection with additional EHR companies. For Direct Secure Messaging, there are 35 facilities with over 158 individual users sending over 2,388 secure messages.

There are hospital systems with vendors that have developed limited levels of data exchange and secure messaging. As stated, it is limited and involves only physicians who are part of their system or on their staff. There is only one other HIE being developed in the state to our knowledge. It is the North Alabama Health Information Exchange (NAHIE), which is part of the Huntsville Hospital System and will connect to OHR once it is fully functioning.

A. OHR Governance

Governor Robert J Bentley appointed a statewide coordinator for Health Information Technology (HIT). The HIT coordinator will provide leadership, direction, management and coordination of One Health Record® (OHR), Alabama's statewide health information exchange and related technology initiatives in collaboration with the Alabama Health Information Exchange Advisory Commission. This commission is chaired by the Commissioner of the Alabama Medicaid Agency. Alabama's State Health Officer serves as the Vice-Chair. This Commission is comprised of individuals from a variety of stakeholder backgrounds including, hospital, provider, federally qualified health center, Blue Cross/Blue Shield, state agency and consumer representation. This Commission is serving as a working group to develop strategies which encourage and provide collaboration, and facilitate a standardized approach to interoperable health information exchange in Alabama. This is accomplished through the provision of input on strategies, issues and recommendations for all aspects of Health Information Technology including, but not limited to, the OHR Exchange and implementation of the meaningful use incentive payments to qualified providers.

B. Mission and Goals

The mission of the OHR is to improve health care quality and efficiency of health care delivery in the state. The vision for the OHR is to strengthen Alabama's health care system through the timely, secure and authorized exchange of patient health information among health care providers that results in one longitudinal patient record. The exchange of health information through the OHR supports patient-centered health care and continuous improvements in access, quality, outcomes and efficiency of care.

OHR's goals and objectives in support of its mission and vision include:

- Create immediate access to critical health information for patients, providers, and payers to ensure health information is available to health care providers at the point of care for all patients;
- Facilitate administrative efficiencies and clinical effectiveness, including reduction of medical errors, avoidance of duplicative procedures and better coordination of care by linking the full continuum of providers —public and private, physicians, clinics, labs and medical facilities;
- Support the transformation of health care delivery to a quality patient-centered model that engages and educates consumers and providers about the benefits of HIE, and ensures knowledge about privacy rights and protections;
- Create an integrated operational structure for the OHR that includes a role for key community stakeholders with statewide collaborative capabilities in order to provide the highest functional exchange at the lowest cost.
- Support the meaningful use of EHRs throughout Alabama and facilitate health care providers' ability to qualify for Medicare and Medicaid incentive payments.
- Assure inter- as well as intra-state interoperability through the development of an enterprise approach for Alabama that is aligned with eHealth Exchange (formerly called Nationwide Health Information Network) guidelines.

C. Alignment with Meaningful Use

Underlying the success of OHR is our stakeholder participation in the OHR and the achievement of EHR meaningful use requirements as defined by the HITECH provisions of ARRA. Currently, there are over 1,800 participants in the Meaningful Use Program, and we expect a continuing increase in provider participation until the end of the program in 2021. We will strive to continue adoption of EHRs and EHR applications with connectivity to the OHR utilizing the eHealth Exchange specifications and standards as the basis.

D. RFP Purpose

The OHR is seeking a vendor to provide a health information exchange solution, responsive to the specific requirements as detailed in this RFP. The solution should be constructed using enterprise service bus technologies and service oriented architecture (SOA) principles and components.

Medicaid is entertaining two different models for the HIE system hosting: **Model A** – Vendor Hosted Solution and **Model B** – Medicaid Hosted Solution. Vendors are allowed to submit multiple proposals, one for each of the two models. Each response must be submitted as a separate, standalone proposal including applicable pricing.

Figure 1 is an example of the architecture for a Vendor Hosted Solution.

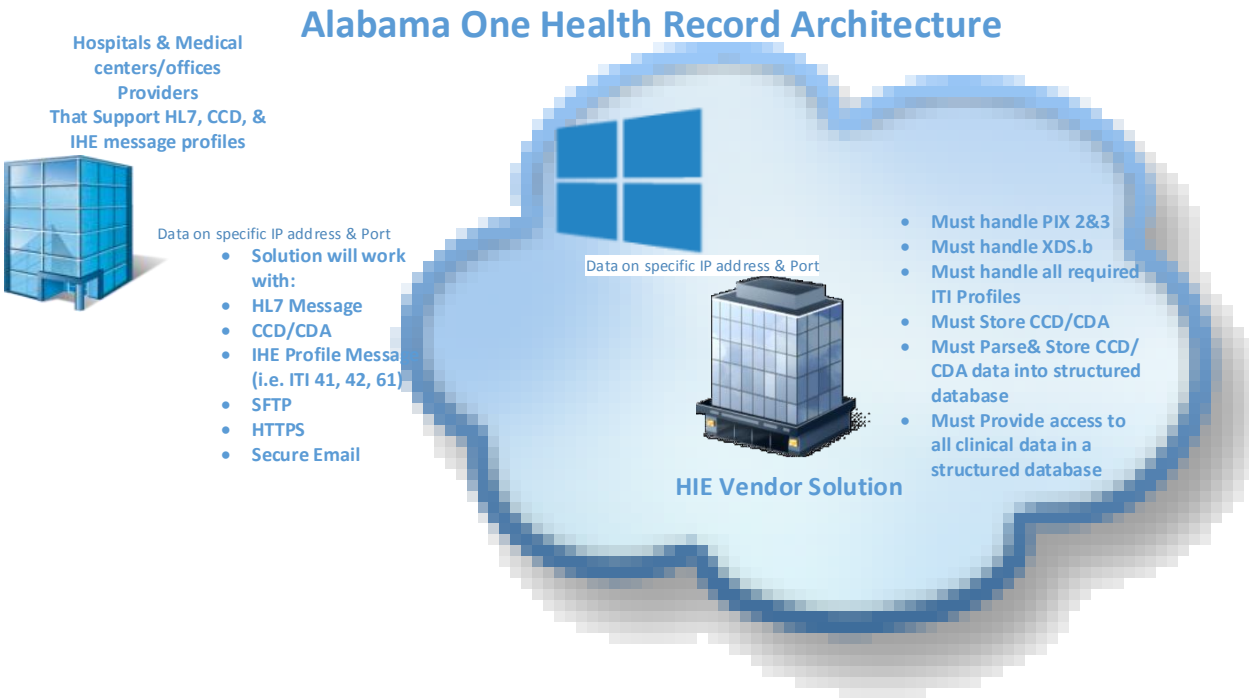

Figure 2 is an example of the anticipated architecture for a Medicaid Hosted Solution.

All information contained in this RFP and any amendments reflect the best and most accurate information available to Medicaid at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the Vendor or a basis for legal recovery of damages, actual, consequential or punitive, except to the extent that those inaccuracies are the result of intentional misrepresentation by Medicaid.

II. Scope of Work

Alabama is seeking a solution which conforms to either a Vendor hosted or Medicaid hosted model, as described in Section I-D, that will enable connection to the centralized HIE. The model must be scalable to include multiple connections over the course of the project. The Vendor agrees and understands that all data collected shall not be available to the vendor for any purpose other than those outlined by One Health Record® and is immediately available and/or transferable to Medicaid and/or its designee within 30 days of request at no cost. All data needs to be in a structured SQL format suitable for importing into a SQL Server environment.

One Health Record® plans to offer low cost, simple tools (Core Service Components) that will help providers meet Meaningful Use requirements. The Core Service Components will include: support for a Provider Directory, Secure Messaging, a Master Person Index, Record Locator Service, and a connection to the Alabama Department of Public Health (ADPH) registries. Clinical information shared from the provider level will be augmented with support for e-Prescribing, and Structured Laboratory Results through connections with these data and/or support services.

The following requirements are broken down into Core Service Components, Mandatory Operational Requirements and Standards (Infrastructure Support); and System Implementation Requirements.

All items listed in Section A are Mandatory Core Service Components. Any operational requirements not currently developed should be fully described in the Vendor's implementation section. **All requirements listed in this section are expected to be fully functional from day one of operations.**

All items listed in Sections B and C are Mandatory Operational Requirements and Standards (Infrastructure Support) and System Implementation Requirements and are needed to achieve and support Section A.

The selected Vendor must comply with all mandatory requirements throughout the full term of the Contract. **Vendors must provide a full response to each requirement without cross referencing other sections of the proposal. Vendors must format and maintain numbering provided in this RFP to respond to each requirement**.

For each of the requirements in Sections A (OHR Core Services Components) and B (Mandatory Operational Requirements and Standards (Infrastructure Support), the vendor must indicate the development status. The development status is as follows:

A = Requirement is fully functioning within a health information exchange or a health information organization
B = Requirement is fully developed and ready for implementation in a statewide health information exchange or health information organization
C = Requirement would need to be developed before being ready for implementation in a statewide health information exchange

In addition, the Vendor must describe in concise detail the proposed HIE solution's ability and experience in meeting the requirements for the specified functions and the Vendor's experience in providing the following functions.

The Vendor must comply with the following minimum requirements:

- Ability to provide up to 30 new connections per week to include all methods required
- Ability to maintain all existing connections
- Ability to initiate connectivity testing within 24 hours of notice and complete testing within 3 business days
- Ability to have query response times within 2 seconds
- Ability to provide additional patient documents to the HIE within 5 seconds and be available for immediate query retrieval
- Ability to handle patient documents coming from SFTP in multiple formats
- Ability to parse patient documents into a structured data repository
- Ability to accept patient data without requiring the EHR vendors to modify their system, for example the OID needs to be dynamically added to messages using existing identifiers so that software changes are not required
- System down time, including scheduled maintenance windows, of 2 hours or less per month unless approved otherwise by Medicaid
- Respond to all help desk requests within 4 hours and resolve all requests in accordance with a State approved plan
- Provide an integrated helpdesk database for ALOHR staff to access as they provide support
- Provide 24/7/365 help desk support

A. OHR Core Services Components

A-1 **Provider Directory.** The Vendor shall provide a centralized provider directory that allows for the authentication and validation of individual healthcare providers; including initial load of provider information and the ability to enroll or update information in the directory. The provider directory will enable eHealth Exchange Direct messaging to and among healthcare providers, facilitating communication of health related information. Note: Message content will not be stored. The solution for the Provider's Registry may be made available to other entities within the state that have a need for such services. Final determination of scalability will be based on selected vendor's proposed solution for such services. The Vendor shall be responsible for compliance with all current and future federal standards and requirements.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe the data fields captured in the provider directory which must include at a minimum:
    A. Provider Business/Legal Name
    B. DBA Name
    C. Specialty
    D. Subspecialty
    E. NPI
    F. Organizational Identifiers
    G. Tax ID
    H. Organizational Affiliations
    I. Physical Address
    J. Phone Number
    K. Email Address
    L. DIRECT email address
3. Describe how providers can use the directory to enroll or update their information.
4. Describe the functionality available to HIE administrators to manage and query the directory.
5. Describe the limitations of Vendor's Provider Directory when being utilized by various entities simultaneously.
6. Describe how the data loading from Medicaid, using Medicaid Management Information Systems (MMIS) as the initial data source, will be accomplished.
7. Describe any additional processes and limitations of including additional data sources for loading and bulk updating of the data.

A-2 **Provider-Provider Secure Messaging:** Ability to provide Health Insurance Portability and Accountability Act (HIPAA) compliant secure messaging between healthcare providers (e.g., request for consultations, summary records, referrals, etc.).

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe the proposed solution and how the solution supports secure messaging, including access to such services when a gateway connection is and is not available.
3. Describe proposed privacy and security standards and give evidence of how they have evolved and adapted to change overtime.
4. Describe this component in relation to the eHealth Exchange Direct model.

A-3 **Master Person Index (MPI**): The Vendor solution must include a standardized person identity/ information correlation process used to uniquely identify an individual and match patient data from different healthcare providers and care settings. A core element for the success of the HIE is to correctly match patients with their clinical data and retain that data after the first connection.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe Vendor's process for the initial load and ongoing updates of the MPI. For the purpose of this item, the Vendor may assume the data source for the initial loading will be all current HIE data.
3. Describe the data fields used in the Vendor MPI and how the MPI can accommodate future data elements (e.g., national patient identifier, death indicator).
4. Describe the automated algorithm to match individuals.
5. Describe the process for resolving unmatched and/or overmatched person including notification model, algorithm specification, system certifications, the time to resolution, who is responsible for the resolution and false positive percentages.
6. Describe anticipated percentage of false positive and false negative that the system will have.
7. Describe how the proposed MPI logic can be leveraged to serve multiple entities within the state and if the MPI logic has the capacity for same source merge transactions.

A-4 **Record Locator Service (RLS)**: The Vendor solution must provide RLS functionality that will locate where health information exists for identified individuals (i.e., a map or pointers to locations of information). Once individuals have successfully been identified, authorized providers can use the RLS to retrieve a copy of the individual's data elements and how those data elements will be formatted and transferred using national standards where they exist.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe the RLS process and provide data flow and storage diagrams illustrating the use of the RLS in the Vendor's HIE infrastructure model.
3. Describe how the RLS will identify the type of health information available through the statewide HIE (e.g., patient summaries, lab result, immunization history, medication history).
4. Describe how the RLS formats and transports data using national terminology and transmission standards where they exist and are ONC established through regulations and endorsement.

A-5 **Clinical Information Exchange**. The Vendor solution must support the exchange of patient clinical summaries and continuity of care documents in compliance with current ONC endorsed interoperability standards (http://www.healthit.gov/standards-advisory). This includes the ability to provide a patient-level clinical summary document that is transferred between healthcare providers when a patient is referred to a specialist or admitted or discharged from a hospital. Healthcare providers can view a clinical document architecture (CDA), or other accepted formats, from other healthcare providers through the statewide HIE via portal, EHR interface or browser-based secure messaging and make a CDA from their patients available to other healthcare providers.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the Vendor solution supports the exchange of the patient clinical summaries including format(s). Provide details on both standard and non-standard formats.

A-6 **Web-based Portal**. The Vendor solution must provide authorized individuals (e.g., healthcare providers) read-only access to the OHR through a new secure web portal. This portal can also serve as the connection for Provider Directory Capability.

The Vendor solution must also provide access for patients to view their complete integrated health record, or portions thereof, as deemed appropriate by their healthcare provider.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the Vendor's solution provides a portal to support access and functional use of the information including how user views vary by type of user (physician, nurse, patient and clinical support staff).
3. Clearly explain how the solution uses the portal to facilitate information access, data and report sharing. Additionally, how the portal allows users to customize their portal views to support their individual information needs.
4. Describe any limitations to access the portal (browser limitations, platform limitations) and any steps that might be taken to overcome these obstacles.
5. Describe how providers can retain information viewed.
6. Describe the privacy, security, authentication and audit logging capabilities of your portal.
7. Describe capabilities of limiting healthcare information that is displayed to the patient.
8. Provide appropriate Opt-Out & Opt-In functionality to allow any appropriate filtering of patient data as directed by the patient at the facility. This should also take in consideration the data sensitivity requirements for protected class patients as well.

A-7 **Pharmacy Support.** The Vendor must provide prescription history for individuals by gathering and retrieving prescription data from Sure Scripts, or other like entities. The Vendor must store all data supplied from Sure Scripts, or other like entities.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe the Pharmacy support system.

A-8 **Lab Connectivity for Structured Lab Results.** The Vendor solution must support the exchange of the Laboratory Orders and Results (e.g., Clinical Pathology Results) in compliance with ONC endorsed interoperability standards. This includes the ability to transmit a patient's laboratory order (i.e., computerized physician order entry) and the eventual results (triggered when the lab completes the test), through the statewide HIE, to

the receiving Provider's EMR/EHR system. Connectivity is expected with a minimum of three major lab providers.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution supports the exchange of laboratory orders and results based on HITSP Construct C-32 and direct enabled exchange of discrete lab data in HL7 format.

A-9 **Public Health Registry Exchange**. The Vendor solution must implement the exchange of information with the ADPH. These exchanges shall include: immunization registry, cancer registry, syndromic surveillance and electronic lab reporting and make them available to other healthcare providers including ADPH.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution supports these exchange of data including format(s).
3. Provide details on both standard and non-standard formats.

A-10 **Admissions, Discharges, and Transfers (ADT) Continuity of Care Alerts Exchange**. The Vendor solution must provide ADT alerts to the Primary Care Physician automatically. ADT alerts at a minimum must include alerting for hospital admissions, discharges and emergency room visits.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution supports the automatic notifications of an ADT alert.
3. Describe how the solution supports the automated required ADT alerts.
4. Identify and describe any additional alerts that are included as part of your solution.

A-11 **Connectivity Process.** The Vendor solution must provide means for connecting external entities to the exchange. Medicaid will be responsible for scheduling and conducting calls between the Vendor, the provider, and the EHR vendor. Medicaid will monitor the process from initial communication through completion of the connection. Medicaid will be responsible to gather necessary materials to facilitate the connection. The Vendor must have a complete start to finish business process in participating in initial implementation kick-off calls with target facility and related EHR vendor to establish appropriate project tasks to implementing such site to the HIE. Once this is established the Vendor has the complete responsibility and goals to onboard this facility to the HIE in any appropriate selected configuration path determined and also conduct post-implementation support requirements as well. If the Vendor determines after initial kick-off call that the facility/EHR data feed options are not available in the current HIE Vendor configuration options, the Vendor must develop an appropriate solution for this connection to complete the HIE onboarding to meet delivery timeframe requirements unless time extension approved by Medicaid. The Vendor is required to use current and future

communication/configuration standards defined in the current healthcare guidelines and not create a Vendor customized approach.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution supports the connectivity process.
3. Describe how the solution supports an efficient and effective on-boarding
4. Identify and describe any common connectivity issues and how your process has dealt with those.

B. Mandatory Operational Requirements and Standards (Infrastructure Support)

B-1 **National Data Standards and Certifications**. The Vendor solution must meet and comply with the most current national data standards at all times during the term of the contract. Examples of the standards include HL7, National Council for Prescription Drug Programs (NCPDP), American Society for Testing and Materials (ASTM), Systematized Nomenclature of Medicine (SNOMED CT), Integrating the Healthcare Enterprise (IHE) integration profiles, Logical Observation Identifiers Names and Codes (LOINC), eHealth Exchange, International Classification of Diseases (ICD10), ONC Health IT Certification Standards, and Healthcare Information Technology Standards Panel (HITSP) standards.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Indicate what standards, including versions, are currently utilized in the solution and provide a statement as to the Vendor's commitment to standards conformance including, but not limited to, participation in HL7, CCD, IHE, eHealth Exchange CONNECT and/or DIRECT implementation. The Vendor must accept and fully utilize any document meeting the standards listed in B-1 without any additional customization required from the submitter.
3. Detail the Vendor's evaluation and decision making process for implementing additional standards, including the process for monitoring, selecting, managing and implementing updated versions of the standards and a timeline for moving to a new national standard when a new one evolves. The vendor must make available at no additional charge any adaptors, customized code, or other functionality it has developed to allow submission of health information in non-standard formats.

B-2 **System Architecture and Performance.** At a minimum, the solution must support a peak load of no fewer than 1,000 concurrent user sessions and 50 requests per second.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe the solution's architecture and provide a formal description of the HIE solution. Please include a detailed plan of the system at component level for each of the following:
    A. Business (or business process) architecture
    B. Application architecture
    C. Data architecture
    D. Technical architecture
    E. Security architecture
    F. Other
    G. Identify any specific transactions that possibly may not adhere to these performance goals.
3. Include a model of how the Vendor would use gateway architecture(s) and infrastructures to support the connection of multiple networks participating in the Alabama HIE within the State geographical boundaries.
4. Describe the proposed solution's peak performance metrics.
5. Describe the solution's ability to complete 95 percent and 100 percent of all requests under the peak load specified above. Include the response rates and time frames to complete the transaction percentages named and unreasonable expectations for on-line users.
6. Describe in detail the Vendor's plan for providing Stress Testing results along with the frequency of testing and submission of results to Medicaid.
7. Describe in detail the Vendor's plan for providing a State Health and Human Services (HHS) gateway. Include in the plan any State HHS agency connectivity requirements and the go-live test plan.
8. Describe the data flow between the components of the system.
9. Describe the interaction and methods of exposing data.
10. Describe how data is stored and the maximum storage duration when data are at rest and data are in transit.
11. Describe methods used to secure data during transmittal and at rest (HIPAA Security Standards –Technical Safeguards 45 CFR § 164.312).

B-3 **Interstate and IntraState Exchange Capability.** The Vendor solution must be able to manage the exchange of data with other entities where medical and public health service areas overlap and standards for access and privacy may differ. It is anticipated that during the course of this contract, Alabama will pursue data exchange opportunities with surrounding states using the eHealth Exchange standards. Currently these connections include the Georgia Health Information Network (GaHIN) and the North Alabama Health Information Network (NAHIE). Connections to these two entities must be in place at beginning of operations.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe Vendor's approach to interstate exchanges including resources and timelines utilizing eHealth Exchange. Include other national standards options that are available.
3. Describe Vendor's approach to connecting to GaHIN and NAHIE.

B-4 **System Hosting Options**. Medicaid is entertaining two different hosting models: **Model A**-Vendor Hosted Solution and **Model B**-Medicaid Hosted Solution. Vendors are allowed to submit multiple proposals, one for each of the two models. Each response must be submitted as a separate, standalone proposal including applicable pricing.

B-4-1 **Vendor Hosted Solution:** If the Vendor is submitting a response to **Model A**- "Vendor Hosted Solution," the following requirements must be answered.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Provide the location of the primary hosting site.
3. Describe the proposed system hosting facility and disaster recovery, including but not limited to the following:
    A. Security measures & intrusion detection
    B. Audit trails
    C. Around the clock physical security measures
    D. Periodic security assessments. At a minimum assessments must conform to NIST, HITECH and HIPAA standards.
    E. Methods of entry
    F. System backup processes
    G. Fail-over mechanisms
    H. Water detection
    I. Zone based air conditioning
    J. Network capacity
    K. Network redundancy
    L. Back-up generator capabilities
    M. Fire suppression specifications

B-4-2 **Medicaid Hosted Solution:** If the Vendor is submitting a response to **Model B**- "Medicaid Hosted Solution," the following requirements must be answered.

As part of this proposal, the Vendor must:

1. Describe the method for establishing connectivity to the Medicaid's Cloud environment.
2. Describe method for providing ongoing maintenance and support for the solution including but limited to the following:
    A. Security measures

B. Code or application updates (includes Operating System and configuration as well as vendor application)
C. Application and event monitoring
D. Expected full time employee (FTE) load for system administration on an annual basis (or hours per week)
E. Methodology, technology, and costs for remote support when needed.
F. Audit trails
G. Periodic security assessments. At a minimum, assessments must conform to NIST, HITECH and HIPAA standards.
H. System backup processes
I. Fail-over mechanisms
J. Disaster preparedness testing verification processes

B-5 **eHealth Exchange Gateway.** The Vendor solution must conform to the most current and to future technical specifications for the eHealth Exchange as approved by the ONC including the Direct Project. Please refer to the eHealth Exchange website for the most current specifications.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the proposed solutions utilizes the CONNECT open source software.
3. Describe the Vendor's methods of interoperability and the use of APIs.
4. Describe how the solution allows for future adoption of standards and new methods of communication.
5. Describe how the solution will interact with Regional Health Information Organizations (RHIOs) and other State HIEs.
6. Describe the typical timeframe to make such connections from start to finish.
7. Describe how the solution will provide a production eHealth Exchange gateway(s) environment with the Federal Health Architecture's system.

B-6 **Access and Authorization Controls.** The Vendor solution must provide functionality to identify who is allowed to access the OHR including access and authorization controls, adherence to patient consent policies, differentiated levels of access to patient specific information based on authorized role, and single sign-on capability. The solution must support access and authorization through:

- The assignment of unique user IDs for each user that can be administered by a participating organization or the statewide HIE.
- Restrictions to applications and/or functions and data stores down to the record level within the application to specific user ID(s) using role based security.
- A user store which supports password encryption.
- The Vendor solution must support the ability to differentiate levels of access and allowable functionality for different types of users.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution will control the level of access allowed through a direct connection or web-based portal to the Alabama HIE.
3. Describe Vendor's implementation experience with the provisioning capabilities above.
4. Describe the solution's ability to support the user provisioning capabilities including the levels of access allowable and how access will be different depending on the level of access or role of the individual accessing the OHR.
5. Describe how the data management solution will segregate data from different data providers.
6. Describe how the solution's audit and logging processes align and coordinate with audit and logging processes of EHRs and other information systems maintained by organizations connected to the OHR.
7. Describe the range of audit information that could be collected based on the solution's infrastructure and the method to retrieve data from the logs.
8. Describe how the solution will prevent an active attack or stop an active attack where unauthorized access or use of the system has occurred.

B-7 **Privacy/Security: Data Protection.** The Vendor must secure all protected health information through the use of technology or methodology by means of encryption and destruction in accordance with HHS 74 FR 19006. The guidance specifies encryption and destruction as the technologies and methodologies for rendering protected health information (PHI), as well as PHI identifiable health information under section 13407 of the HITECH Act and the FTC's implementing regulation, unusable, unreadable, or indecipherable to unauthorized individuals such that breach notification is not required.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution will secure all protected health information.

B-8 **Privacy/Security: DURSA.** The Vendor solution must comply with terms and conditions of national (eHealth Exchange) and state-specific Data Use and Reciprocal Support Agreements (DURSA). Alabama is using the eHealth Exchange DURSA as a template for state specific documents.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe the solution's ability to comply with the current drafted terms and conditions of national and state-specific DURSA as well as Vendor's plan to monitor the evolving terms and conditions.
3. Describe Vendor's on-going plan to execute the DURSA instrument and to remain compliant with its provisions.

B-9 **Consent Registry**. The Vendor solution must support patient consent processes. This consent process must indicate the current opt-in/opt-out status for each individual and must

apply restrictions on access to specified health information such as provider or service restricted specific information based on the access consent policy that Alabama utilizes. The registry must be able to connect to secondary, local, or other member provider consent registries, if needed, and provide a consent registry if one is not available. The solution must provide an administrative management portal.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how patient consent can be recorded in the statewide HIE, for example how might the provider and/or HIE administrators indicate or change a patient consent preference.
3. Describe how specific clinical data (e.g., HIV/AIDS, substance abuse, mental health) and different populations (e.g. adolescents) can be suppressed if there is not additional consent allowing access to that type of data.

B-10 **Standardized Platform**. The Vendor solution must support a standardized platform that incorporates interoperability and innovative approach to meet the needs of Medicaid's HIE. The solution needs to be able to interface EHR, Lab&Rx, Registration (ADT), Practice Management, Claims, Genomics, and other data sources to be defined using standard APIs that will bring Health Information (data) that will be modeled and transformed into Information that can be analyzed. This will provide knowledge for future action to improve outcomes for the Patient. Vendor's solution must be capable to utilize the Fast Healthcare Interoperability Resources (FHIR) standards.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe how the solution uses the FHIR messaging to support information exchange with EHRs and give examples of use cases that demonstrate this.
3. Describe how the solution will be able to provide these capabilities in detail and how the solution is modular to handle changes quickly.
4. Describe how the data is stored.
5. Describe the query solutions including information on expected query times for a hypothetical repository with one hundred million records.
6. Describe the type of data storage. Indicate if the solution uses the file system or a database. If database, describe what database engine the solution uses and why.
7. Describe how the solution includes a Data Warehouse to analyze the clinical data.

B-11 **Store Clinical Data in Relational Database.** The Vendor solution must support a standardized method of parsing HL7 and CCD messages to store the individual data elements in a relational database structure. This relational database management system (RDMS) must be capable of feeding an Enterprise Data Warehouse.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Describe what RDMS the solution currently supports, and what version. Indicate if the RDMS is SQL Server. Explain how it supports SQL Server.
3. Describe how the solution will be able to provide this capability in detail and how the solution is modular to handle modifications quickly.
4. Describe how the data is stored.

B-12 **Meaningful Use (MU) Program Standards.** The Vendor solution must support all MU Program Standards.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Identify any open source toolsets related to HIT that the Vendor currently uses.
3. Describe how the solution will be used for MU, including how the solution will specifically help Eligible Providers (Eps) and Eligible Hospitals (EHs) meet MU requirements.

B-13 **Export Data to Medicaid Repository.** The Vendor solution must support the exporting of all collected data to Medicaid.

As part of this proposal, the Vendor must:

1. Indicate the development status.
2. Identify the toolsets and export frequencies (i.e., real-time, nightly, weekly, etc.) supported.

C. System Implementation Requirements

C-1 **Alabama HIE.** Implementation of the Alabama HIE. The Vendor must review and finalize requirements and technical specifications. The Vendor will acquire and configure necessary services to enable the core infrastructure. The Vendor must construct a testing environment that is separate from what will be used for production, and describe who will maintain and support the test environment. Medicaid will have access to the test environment and all test plan results. The Vendor must initialize and configure initial loads for the MPI and Provider Directory. The Vendor must establish data transport and messaging standards for healthcare providers participating in the statewide HIE. The Vendor must establish authentication, authorization, access, audit procedures, and standard and customizable audit functionality and reports. The Vendor must migrate existing One Health Record® users and connections to their system. The Vendor must migrate all data held by the outgoing vendor. Note: Vendor is responsible for any additional expenses associated with failure to meet the migration of the existing users and connections by the implementation deadline specified in the Schedule of Activities. One Health Record® currently has one (1) Full IHE - Bi-Directional connection and thirteen (13) national standard CCDA connections.

As part of this proposal, the Vendor must:

1. Describe how the Vendor utilizes account managers or project manager assignments to its clients.
2. Describe the Vendor's facility onboarding process and test acceptance requirements.
3. Describe Vendor service level targets and results to its clients.
4. Describe all activities necessary to construct, configure, operate, and enable connectivity for the statewide HIE.
5. Describe the production and performance impact of the system when configuration changes are made.
6. Describe the Vendor's current maintenance window outage schedule. (Note requirement is the system will not be down more than 2 hours per month cumulative)
7. Describe the need to take the production system offline. Identify situations when this would occur (e.g. routine behavior or emergency only).
8. Describe how the Vendor will migrate existing One Health Record® users and connections to their system.
9. Describe how the Vendor will import and implement the data exported from the outgoing vendor.

C-2 **HIE Testing**. The Vendor must have a complete test plan, with validation and user testing, and receive approval before beginning implementation. The Vendor must keep separate environments for testing, training and production data. Medicaid reserves the right to see all testing results upon request.

As part of this proposal, the Vendor must:

1. Describe how the Vendor compiles its testing plan including notifying connections on testing needs.
2. Describe the method used for testing products before release into a pilot implementation phase.
3. Describe the Vendor's process for maintaining testing, training and production environments. Identify any potential barriers to success which may be anticipated during the pre-implementation planning and implementation of the Alabama HIE along with recommended strategies for minimization/elimination.
4. Describe the Vendor's process to track, monitor, and report testing results. The reporting must include, at a minimum:
    A. List of parties involved in this testing (EPs, EHs, Labs, etc.)
    B. Specific description of the defect/problem.
    C. Functionality impacted by the defect/problem
    D. Date identified
    E. Projected resolution date
    F. Test/Re-test results
    G. Resolution description
    H. Conclusion

C-3 **Project Management Plan.** The Vendor must provide a project plan that includes the tasks necessary for analysis, build, test, and implementation of the Alabama HIE. This includes all phases of development and implementation as described in Section C, System Implementation Requirements. Risk mitigation, communication protocol with Medicaid and the Vendor's change control process for the project should also be addressed. The Project Management Plan must meet American National Standards Institute (ANSI), International Organization for Standardization (ISO) and Project Management Institute (PMI) standards. Appropriate Vendor staffing, subject to approval by Medicaid, must be onsite full time during development, completion and approval of the specified deliverables.

As part of this proposal, the Vendor must:

1. Describe the Vendor's implementation strategy and recommendations and Vendor experience with implementations for other HIEs.
2. Describe how the proposed project plan aligns with project management principles and standards embodied in the Project Management Book of Knowledge (PMBOK).
3. Provide a project plan which:
    A. Contains a detailed breakdown of Vendor's expectations for limited Medicaid resources (for example, office space) that will be needed for the project, including number of Medicaid staff, qualifications, roles and responsibilities and the percentage of time for each Medicaid staff person. Request of such resources does not obligate Medicaid to provide such resources. The Vendor must describe the on-site staffing resources necessary to meet project schedule and deliverable requirements, in addition to the OHR on-site requirements described for the deliverables above.
    B. Addresses expectations of gateway connections.
    C. Includes a timeline in the number of days/weeks with start and stop dates for analysis, build, testing and pilot implementation per connection.
    D. Includes a description of how the Project shall be managed, prioritized, and controlled. This must include the Project management structure (with organizational chart) and the method of Project status reporting.

4. Describe the Vendor's approach to site preparation of hardware/software and sample communications with gateways, e.g., describe how the Vendor will assist with participant readiness.

C-4 **One Health Record® System Upgrades**. The Vendor must ensure that system upgrades occur only after the Vendor has tested the upgrade with data from the Alabama HIE.

As part of this proposal, the Vendor must:

1. Describe the Vendor's process for rolling out system upgrades during implementation and after the implementation period is complete.
2. Describe the Vendor's regular upgrade schedule.

C-5 **HIE Technical Assistance**. The Vendor shall provide technical assistance and accompanying technical documentation necessary for connectivity and will be available to answer technical questions from OHR personnel or the connecting facility if necessary.

As part of this proposal, the Vendor must:

1. Describe the Vendor's expectations of the Provider, Alabama HIE and the Vendor throughout a phased rollout implementation.
2. Describe the Vendor's approach and plan for a phased rollout implementation upon conclusion of the pilot implementation including timelines, tasks and criteria for determining appropriate implementation sites.
3. Describe the Vendor's ongoing support during and after implementation.
4. Describe the Vendor's approach for conducting technical training with Medicaid staff.

C-6 **HIE Operations**. The Vendor solution must provide operations personnel for the operational tasks below. For all production and test environments, the vendor is required to have a process in place to detect and report on system outages within one hour of outage occurrence. These tasks include, but are limited to, the following:

- Modify system configurations
- Monitor response rates
- System operational reporting
- Trouble shooting HIE issues
- Systems and users support

As part of this proposal, the Vendor must:

1. Describe clearly and concisely the Vendor expectations as what roles these additional personnel occupy and the impact on the operational approach to the HIE.
2. Describe the Vendor's role in the OHR operations.
3. Describe how the solution will provide ongoing system support for operations personnel and users via help desk, on-site assistance, etc.
4. Describe how many full time employees (FTEs) would be assigned to Medicaid during the operation phase of this contract.
5. Describe the solution's technology lifecycle management process.
6. Describe the Vendor's process for adding new connections after implementation is complete.
7. Describe how the Vendor proactively monitors system in accordance to requirements stated above.

III. Pricing

The Vendor's response must specify a firm and fixed fee for completion of the health information exchange development, implementation, and updating/operation process. The Firm and Fixed Price of the first year of the proposed contract (implementation phase) and subsequent years (updating/ operation phase) must be separately stated in Appendix B – Pricing Template and the Grand Total for all years must be stated on the RFP Cover Sheet as the Firm and Fixed Price on the first page of this document.

The Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the firm and fixed price quoted in the Vendor's proposal to this RFP.

IV. General Medicaid Information

The Alabama Medicaid Agency is responsible for the administration of the Alabama Medicaid and Health Information Exchange (HIE) Program under a federally approved State Plan for Medical Assistance. Through teamwork, the Agency strives to enhance and operate a cost efficient system of payment for health care services rendered to low income individuals through a partnership with health care providers and other health care insurers both public and private.

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven (11) district offices throughout the state and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In November 2014, more than 1,050,254 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

Services covered by Medicaid include, but are not limited to, the following:

- Physician Services
- Inpatient and Outpatient Hospital Services
- Rural Health Clinic Services
- Laboratory and X-ray Services
- Nursing Home Services
- Early and Periodic Screening, Diagnosis and Treatment
- Dental for children ages zero (0) to twenty (20)
- Home Health Care Services and Durable Medical Equipment
- Family Planning Services
- Nurse-Midwife Services
- Federally Qualified Health Center Services
- Hospice Services
- Prescription Drugs
- Optometric Services
- Transportation Services
- Hearing Aids
- Intermediate Care Facilities for Individuals with Intellectual Disabilities
- Prosthetic Devices
- Outpatient Surgical Services
- Renal Dialysis Services

- Home and Community Based Waiver Services
- Prenatal Clinic Services
- Mental Health Services

Additional program information can be found at www.medicaid.alabama.gov.

V. General

This document outlines the qualifications which must be met in order for an entity to serve as Contractor. It is imperative that potential Contractors describe, **in detail,** how they intend to approach the Scope of Work specified in Section II of the RFP. The ability to perform these services must be carefully documented, even if the Contractor has been or is currently participating in a Medicaid Program. Proposals will be evaluated based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with all supporting documentation necessary.

The Vendor must demonstrate in the proposal a thorough working knowledge of program policy requirements as described, herein, including but not limited to the applicable Operational Manuals, State Plan for Medical Assistance, Administrative Code and Code of Federal Regulations (CFR) requirements.

In addition, the Vendor must demonstrate in the proposal a thorough working knowledge of the ARRA regulations as well as a working knowledge of health information exchange systems, provider adoption of electronic health technology; national standards for health exchange and best practices in other states.

Entities that are currently excluded under federal and/or state laws from participation in Medicare/Medicaid or any State's health care programs are prohibited from submitting bids.

VI. Transmittal Letter

As part of this proposal, the Vendor must submit a Transmittal Letter. The Transmittal Letter must be an offer from the Vendor 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.

1. The letter must be signed by a company officer empowered to bind the Vendor to the provisions of this RFP and any contract awarded pursuant to it.
2. The letter must provide the name, physical location address (a PO Box address is unacceptable), e-mail address, and telephone number of the person Medicaid should contact regarding the Proposal.
3. The letter must state that the Proposal remains valid for at least one hundred and twenty (120) days subsequent to the Proposal Due Date (Section B, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the Vendor and Medicaid.

4. The letter must contain a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.
5. The letter must contain a statement stating that the Vendor has an understanding of and will comply with the specifications and requirements described in this RFP.
6. 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.
7. The letter must contain a statement confirming that the Vendor has a minimum of three years proven experience in both implementing and maintaining HIE programs.
8. The Vendor must acknowledge and state their compliance with the requirements listed in Section X. General Terms and Conditions, Subsection O. Contract Sanctions – Damages.

VII. Corporate Background and References

As part of this proposal, the Vendor and each subcontractor must (*Note*: where the term Vendor is used in the numbered list below, information should be provided for the Vendor and each subcontractor separately.):

1. Provide evidence that the Vendor possesses the qualifications required in this RFP. The Vendor Proposal must demonstrate direct involvement in at least one completed HIE deployment either through the building, implementing and/or operating of an HIE as described within the Scope of Work. Vendors must submit a single solution. The use of subcontractors is acceptable. Based on the scope of work, provide the percentage of work that will be done by each subcontractor.
2. Indicate date established.
3. Describe ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization.
4. Indicate number of employees and resources.
5. Provide a list of all similar projects the Vendor has completed within the last three years.
6. Provide a detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project.
7. Provide a list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
8. The Vendor's acknowledgment that Medicaid will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
9. Provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.
10. Have a minimum of three years proven experience in both implementing and maintaining HIE programs. Each Vendor proposal must provide the information below for the last three years (2013 through 2015).

Number of years in healthcare business			
Number of years in health information exchange			
Number of total health information exchange employees			
	2013	2014	2015
Number of total health information exchange deployments over last three years (include customer name & location)			
Number of health exchange licensed users (specify number of sites and providers at each site, broken down by deployment)			
Average number of transactions per month (per deployment)			

11. For each proposed subcontracting firm, the Vendor shall provide the following information (referencing the subsections in sequence):

    A. Subcontracting firm name;
    B. Complete address of the sub-contractor;
    C. Project tasks to be conducted by the sub-contractor;
    D. Number of years of direct project collaboration with the sub-contractor.
    E. Percentage of total project price and time and task-specific work the sub-contractor will be providing;
    F. A written statement, signed by each proposed sub-contractor, which clearly verifies that the sub-contractor is committed to render the services required by the contract.
    G. A written statement by the vendor indicating the number of sub-contracting employees who are directly involved with the project and percentage of work on the overall project expected to be completed by the sub-contractor.

12. The Vendor and sub-contracting entities must have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. Alabama law provides that a foreign corporation (a business corporation incorporated under a law other than the law of this state) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, (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.

13. Furnish three (3) references for projects of similar size and scope, including a primary and secondary contact name, title, telephone number, email, and physical address. Performance references should also include contract type, size, and duration of services rendered. The vendor must ensure that the references are available to be contacted for evaluation purposes. **You may not use any Alabama Medicaid Agency personnel as a reference.**

14. Resumes for all key personnel who will be involved in the work procured by this RFP. At a minimum resumes must be included for the Vendor's Project Manager, Lead Technical and Implementation Engineer, Operations Manager, and Lead Business and Functional Analyst. The Lead Technical and Implementation Engineer and Lead Business and Functional Analyst must be located at Medicaid facility located at 501, Dexter Ave, Montgomery, AL 36104 for the first two years of the contract. These individuals will be expected to participate in the Vendor interviews as part of the evaluation process. Any changes in personnel during the project must be approved by Medicaid. Replacement personnel must have comparable training, experience and ability as the person originally proposed for the job. The following information must be included in the resumes:

    A. Full name.
    B. Education including degrees, relevant certifications, and the institution from which they were obtained.
    C. Years of experience and employment history particularly as it relates to the requirements of the RFP.
    D. Names and locations of employers for the past five years including the dates.
    E. Specify the employment status of the personnel (e.g., subcontractor, employee of the contractor).
    F. Location from where the personnel will perform applicable services (e.g., Agency facility, remote Contractor facility, offsite facility).

Medicaid reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract.

VIII. Submission Requirements

A. Authority

This 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. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.
In accordance with 45 CFR 74.43, Medicaid encourages free and open competition among the Vendors. Whenever possible, Medicaid will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy Medicaid's need to procure technically sound, cost-effective services and supplies.

A respondent is expected to describe a single, complete solution. Responses should clearly indicate whether it is a one vendor solution or will require the use of subcontractors. If multiple vendors are involved, a list of the services and which vendors will provide them is required, along with specific details about how the different products and services are integrated.

Medicaid is entertaining two different models for the HIE system hosting: Model A – Vendor Hosted Solution and Model B – Medicaid Hosted Solution. Vendors are allowed to submit multiple proposals, one for each of the two Models. Each response must be submitted as a separate, standalone proposal including applicable pricing.

B. Single point of contact

From the date this RFP is issued until a Vendor is selected and the selection is announced by the Project Director, all communication must be directed to the Project Director in charge of this solicitation. **Vendors or their representatives must not communicate with any State staff or officials regarding this procurement with the exception of the Project Director.** Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

Project Director:	**Kay Nall**
Address:	**Alabama Medicaid Agency** **Lurleen B. Wallace Bldg.** **501 Dexter Avenue** **PO Box 5624** **Montgomery, Alabama 36103-5624**
E-Mail Address:	**HIE-RFP@medicaid.alabama.gov**

C. RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc., will be posted to the Agency's website at www.medicaid.alabama.gov.

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from Medicaid. Each question must be submitted to the Project Director via email. Questions and answers will be posted on the website on the date specified under the schedule of events.

E. Acceptance of Standard Terms and Conditions

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.

F. Adherence to Specifications and Requirements

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the specifications and requirements described in this RFP.

G. Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should Medicaid issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Vendor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor. The Vendor's signature on a proposal in response to this

RFP guarantees that the offer has been established without collusion and without effort to preclude Medicaid from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

I. Offer in Effect for 120 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and the Vendor so agrees in submitting the proposal.

J. Medicaid Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by Medicaid are entirely the responsibility of the Vendor. Medicaid is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

K. State's Rights Reserved

While Medicaid has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Medicaid to award and execute a contract. Upon a determination such actions would be in its best interest, Medicaid, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- 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);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by Medicaid and will be posted on the RFP website);
- Not award any contract.

L. Price

Vendors must respond to this RFP by utilizing the RFP Cover Sheet to indicate the firm and fixed price for the implementation and updating/operation phase to complete the scope of work.

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2016-HIE-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

N. Copies Required

Vendors must submit one original Proposal with original signatures in ink in binder form, one additional hard copy in binder form, plus two electronic (Word format) copies of the Proposal on CD, jump drive or disc clearly labeled with the Vendor name. One electronic copy MUST be a complete version of the Vendor's response and the second electronic copy MUST have any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the proposal.

O. Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the Agency by the designated deadline. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

P. Proposal Format

Proposals must be prepared on standard 8 ½" x 11" paper and must be bound. All proposal pages must be numbered unless specified otherwise. All responses, as well as, any reference material presented, must be written in English.

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

This RFP and its attachments are available on Medicaid's website. The Vendor 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 Vendor's response, the language contained in the RFP will prevail. Should Medicaid issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal.

Q. Proposal Withdrawal

The Vendor may withdraw a submitted proposal at any time before the deadline for submission. To withdraw a proposal, the Vendor must submit a written request, signed by a Vendor's representative authorized to sign the resulting contract, to the RFP Project Director. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the deadline for submitting proposals.

R. Proposal Amendment

Medicaid will not accept any amendments, revisions, or alterations to proposals after the deadline for submitting proposals unless such is formally requested, in writing, by Medicaid.

S. Proposal Errors

The Vendor is liable for all errors or omissions contained in their proposals. The Vendor will not be allowed to alter proposal documents after the deadline for submitting proposals. If the Vendor needs to change a previously submitted proposal, the Vendor must withdraw the entire proposal and may submit the corrected proposal before the deadline for submitting proposals.

T. Proposal Clarifications

The Agency reserves the right to request clarifications with any or all Vendors 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 Medicaid. If clarifications are requested, the Vendor must put such clarifications in writing within the specified time frame.

U. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Vendor has been selected. The Vendor 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. The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL". The Vendor must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include 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 Pricing Section may not be marked confidential. It is the sole responsibility of the Vendor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

IX. Evaluation and Selection Process

A. Initial Classification of Proposals as Responsive or Non-responsive

All proposals will initially be classified as either "responsive" or "non-responsive." Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

Proposals failing to demonstrate that the Vendor meets the mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

B. Determination of Responsibility

The Project Director will determine whether a Vendor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the vendor's specialized expertise, ability to perform the work, experience and past performance. Such a determination may be made at any time during the evaluation process and through contract

negotiation if information surfaces that would result in a determination of non-responsibility. If a Vendor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Vendor.

C. Opportunity for Additional Information

Medicaid reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor's proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in Medicaid's review of a Vendor's proposal.

D. Evaluation Committee and Executive Committee

An Evaluation Committee appointed by the Project Director will read the proposals, conduct reference checks, score the proposals, and make a written recommendation to the appointed Executive Committee of the Alabama Medicaid Agency.

Once a recommendation by the Evaluation Committee has been made, an Executive Committee consisting of Medicaid leadership members who have not participated in the Evaluation Committee, will review both hosting models. The Executive Committee will make a recommendation as to which model best fits the needs of Medicaid. A written recommendation of the Evaluation Committee and Executive Committee will be made to the Commissioner of the Alabama Medicaid Agency.

Medicaid may change the size or composition of the committees during the review in response to exigent circumstances.

E. Scoring

The Evaluation Committee will score the proposals using the scoring system shown in the table below. The highest score that can be awarded to any proposal is 100 points.

Evaluation Factor	**Highest Possible Score**
Corporate Background and Experience	13
Vendor References	13
Scope of Work: Core Services	18
Scope of Work: Infrastructure Support	18
Scope of Work: System Implementation	18
Pricing	20
Total	**100**

F. Determination of Successful Proposal

The Vendor whose proposal is determined to be in the best interest of Medicaid will be recommended as the successful Contractor. The Project Director will forward this Vendor's proposal through the supervisory chain to the Commissioner, with documentation to justify the Committee's recommendation.

When the final approval is received, Medicaid will notify the selected Vendor. If Medicaid rejects all proposals, it will notify all Vendors. Medicaid will post the award on the Agency website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

X. General Terms and Conditions

A. 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 Vendor questions

B. 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.

C. Term of Contract

The initial contract term shall be for two years effective as noted in the Schedule of Events. Alabama Medicaid shall have three, one-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 Vendor 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 the State HIT Coordinator. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

D. 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.

E. 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 (Appendix B).

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Proration of Funds

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.

M. 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.

N. 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.

O. Contract Sanctions - Damages

In the event that Vendor fails to meet the requirements of this RFP and contract requirements, Medicaid will assess damages. The purpose of damages is to ensure adherence to the performance requirements in these contracts. No punitive intention is inherent. The Vendor shall pay Medicaid for such failures at the sole discretion of Medicaid according to the following subsections. Damage assessments are linked to performance of system implementation or operational responsibilities, as stated in:

1. Executed contract,
2. RFP, and any amendments thereto,
3. Vendor's response to the RFP,
4. Medicaid’s written responses to prospective bidders’ questions
5. Vendor’s clarifications as requested by Medicaid during the evaluation process.

Written notification of each failure to meet Medicaid’s requirements shall be given to the Vendor. The vendor shall have five (5) business days from the date of receipt of written notification of a failure to perform to specifications to cure the failure. However, additional days can be approved if deemed necessary, in the sole discretion of Medicaid. If the failure is not resolved within this warning/cure time period, damages shall be imposed retroactively to the date of failure to perform. The imposition of damages is not in lieu of any other remedy available to Medicaid. Medicaid

shall withhold from Vendor reimbursements the amounts necessary to satisfy any damages imposed.

If Medicaid elects not to exercise this damage clause in a particular instance, this decision shall not be construed as a waiver of Medicaid's right to pursue future assessment of that performance requirement and associated damages.

1. Failure to implement by date specified in contract – One thousand dollars ($1,000) per day plus any other costs incurred by Medicaid as a result of the delay.
2. Vendor shall be liable for any penalties or disallowance of Federal Financial Participation incurred by Medicaid due to Vendor's failure to comply with the terms of the contract. Total dollars may include State funds as well as federal funds.
3. Unauthorized use of information shall be subject to the imposition of damages for cost associated with breach of contract in the amount of ten thousand dollars ($10,000) per instance.
4. Failure to safeguard confidential information of providers, recipients or Medicaid program shall be subject to the imposition of ten thousand dollars ($10,000) per instance for damages for cost associated with breach of contract and any penalties incurred by Medicaid for said infractions.
5. Failure to perform tasks as specified in the RFP within the time specified by Medicaid – one thousand dollars ($1,000) per day.
6. Failure to comply with any other requirement of the RFP – One thousand dollars ($1,000) per instance.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Immigration Compliance

Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act (Ala, Act 2012- 491 and any amendments thereto) and certify its compliance by executing Attachment G. Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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 HIE Project Director. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation.

EE. Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the HIE 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.

FF. Disclosure Statement

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

GG. 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.

HH. 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.

II. Qualification to do Business in Alabama

Should a foreign corporation (a business corporation incorporated under a law other than the law of this state) be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama 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 at (334) 242-5324 or 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.

JJ. 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 law's 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.

KK. 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, which will be posted on the Medicaid website.

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:
It is highly encouraged that the following checklist be used to verify completeness of Proposal content. It is not required to submit this checklist with your proposal.

Vendor Name

Project Director Review Date

*Proposals for which **ALL** applicable items are marked by the Project Director are determined to be compliant for responsive proposals.*

☒ IF CORRECT	BASIC PROPOSAL REQUIREMENTS
☐	1. Vendor's original proposal received on time at correct location.
☐	2. Vendor submitted the specified copies of proposal and in electronic format.
☐	3. The Proposal includes a completed and signed RFP Cover Sheet.
☐	4. The Proposal is a complete and independent document, with no references to external documents or resources.
☐	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
☐	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
☐	7. The Proposal includes required client references (with all identifying information in specified format and order).
☐	8. The Proposal includes a corporate background.
☐	9. The response includes (if applicable) a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.
☐	10. The Proposal includes a statement verifying that the vendor has a minimum of three years proven experience in both implementing and maintaining HIE programs.
☐	11. The Proposal includes a Transmittal Letter.
☐	12. The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to the HIE program as outlined in the request for proposal regarding each element listed in the scope of work.

Appendix B: Pricing Template

Vendor must indicate a model (Model A or Model B) for the referenced cost proposal. **The Grand Total Must be also stated on the RFP Coversheet.**

Check Hosting Model:

☐ Model A: Vendor Hosted Solution

☐ Model B: Medicaid Hosted Solution

Contract Year	**Annual Pricing**
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Grand Total	

_____ _____

Authorized Vendor Signature Date

Appendix C: Contract and Attachments

The following are the documents that must be signed AFTER contract award and prior to the meeting of the Legislative Contract Oversight Committee Meeting.

Sample Contract

Attachment A: Business Associate Addendum

Attachment B: Contract Review Report for Submission to Oversight Committee

Attachment C: Immigration Status

Attachment D: Disclosure Statement

Attachment E: Letter Regarding Reporting to Ethics Commission

Attachment F: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment G: Beason-Hammon Certificate of Compliance

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

_____
Contractor's name here

_____
Date signed

_____
Printed Name

Tax ID:_____

APPROVED:

_____
Governor, State of Alabama

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

_____
Stephanie McGee Azar
Acting Commissioner

_____
Date signed

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.

_____
General Counsel

Attachment A

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE AGREEMENT

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

1.1. Business Associate agrees to perform the following services for or on behalf of Covered Entity: [Enter a description of the services being provided below. The description must be sufficiently detailed such that applicability of this specific Agreement is clearly identified with the service(s).]

_____

_____

1.2. 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 Rules (as defined below).

1.3. The Parties enter into this Business Associate Agreement with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing 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

2.1 General Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103

2.2.2 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.

3.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.

3.3 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.

3.4 Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

3.5 Ensure that any subcontractors 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 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.

3.6 Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.

3.7 Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.

3.8 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 within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.

3.9 Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.

3.10 Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for 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 C.F.R. § 164.528.

3.11 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.

3.12 Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and

3.12.1 Provide the Covered Entity the following information:

3.12.1(a) The number of recipient records involved in the breach.

3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.

3.12.1(c) 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).

3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.

3.12.1(e) 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.

3.12.1(f) 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.

3.12.1(g) A proposed media release developed by the Business Associate.

3.12.2 Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;

3.12.3 Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;

3.12.4 Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.

3.12.5 Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, Business Associate may

4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as agreed to, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;

4.2. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:

4.3.1 Disclosures are Required By Law; or

4.3.2 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.

4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

5.1 Any use or disclosure of PHI not provided for by this agreement

5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.

6.2 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.

6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

6.4 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.

6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 Term. The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Business Associate no longer provides agreed upon services to the Covered Entity.

7.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

7.2.1 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;

7.2.2 Immediately terminate this Agreement; or

7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

7.3.1 Except as provided in paragraph (2) of this section, 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.

7.3.2 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:

7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. 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 PHI;

7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and

7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI 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.

7.4 Survival

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

8. GENERAL TERMS AND CONDITIONS

8.1 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.2 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.

8.3 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 HIPAA Rules.

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: _____

Attachment B

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 State

* 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 __X__ 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)

% of State Funds: _____ % of Federal Funds: _____ % Other Funds: _____

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

Date Contract Effective: _____ Date Contract Ends: _____

Type of 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: Stephanie Lindsay Phone: (334) 242-5833
Revised: 2/20/2013

Attachment C

IMMIGRATION STATUS

I hereby attest 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.

_____
Signature of Contractor

_____
Witness

State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

(____)_____

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER

Montgomery, Alabama 36103-5624 (334) 242-5833

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit

financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the 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.

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

ROBERT BENTLEY
Governor

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.)

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.

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