

**Announcement of Selected Vendor**

**Alabama Medicaid Agency Independent Verification and Validation  
Consultant Services**

**Request for Proposal (RFP) Number 2017-IVV-01**

**Alabama Medicaid Agency**

On December 21, 2017, the Alabama Medicaid Agency issued an Intent to Award Notice to Software Engineering Services for the Alabama Medicaid Agency Independent Verification and Validation Consultant Services (RFP Number 2017-IVV-01).

The final award of this contract is subject to review by the Legislative Oversight Committee and signature by the Governor.



ALABAMA MEDICAID AGENCY  
REQUEST FOR PROPOSALS

RFP Number: 2017-IVV-01	RFP Title: Independent Verification & Validation Consultant Services RFP
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RFP Due Date and Time: September 21 <sup>st</sup> by 5pm Central Time	Number of Pages: 91
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PROCUREMENT INFORMATION

Project Director: Shannon Crane	Issue Date: July 24,2017
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Phone: 334-353-5482 E-mail Address: <a href="mailto:IVVRF@medicaid.alabama.gov">IVVRF@medicaid.alabama.gov</a> Website: <a href="http://www.medicaid.alabama.gov">http://www.medicaid.alabama.gov</a>	Issuing Division: Fiscal Agent Policy and Systems Management
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INSTRUCTIONS TO VENDORS

Return Proposal to:  Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2017-IVV-01 RFP Due Date: September 21 <sup>st</sup> by 5pm CT  Firm and Fixed Price: List total for Year 1,Year 2, Option Year 1, Option year 2, Option Year 3 and the Grand Total
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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)
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Vendor Phone Number:	Vendor FAX Number:
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Vendor Federal I.D. Number:	Vendor E-mail Address:
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## Section A. RFP Checklist

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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 the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at [www.medicaid.alabama.gov](http://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

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The following RFP Schedule of Events represents the State'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. The State 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](http://www.medicaid.alabama.gov).

EVENT	DATE
RFP Issued	7/24/17
Answers to Questions Posted As Available	7/26/17 – 8/17/17
Final Posting of Questions and Answers	8/18/17
Proposals Due by 5 pm CT	9/21/17
Evaluation Period	9/22/17 – 10/13/17
Contract Award Notification	11/3/17
**Contract Review Committee	12/7/17
Official Contract Award/Begin Work	1/1/18 **

\* \*\*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

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## *A. Program Approach*

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Proposers to provide Independent Verification & Validation (IV&V) services for Medicaid Enterprise solutions. The Contractor must provide sufficient resources to perform IV&V services across multiple Modernization components and meet the timelines as required by the State. Modernization components include:

### **1. Alabama Medicaid Modular Implementation**

The goal of the Alabama Medicaid Modular Implementation (AMMI) project is to move away from a monolithic system approach and instead to implement a modular Medicaid Management Information System (MMIS) solution with the information, infrastructure, tools and services necessary to efficiently administer the Alabama Medicaid programs, using a combination of technology-based procurements, related services and business process outsourcing. Our vision for the future is that the improved MMIS solution will enable us to reduce costs, while improving member health outcomes. To achieve this, the AMMI solution must have the capability to support informed and timely decision-making, both at the policy administration level and at point of care, while promoting service coordination, transparency and accountability.

The AMMI project will support the State in meeting the requirements for Federal Financial Participation (FFP) for the design, development, installation and enhancement of mechanized claims and encounter processing and information retrieval, as specified under 42 CFR 433.112, by implementing a modernized and modular system that meets the conditions specified by federal regulation.

**Business Intelligence and Data Analytics:** The AMMI project for the new MMIS will include an enterprise data services component encompassing business intelligence, analytics and enterprise data management. The goal of this component is for the State to have ready and flexible access to accurate, timely information needed to support reporting, support insightful management of the Medicaid enterprise, evaluate performance, enable cost savings, inform policy and process decisions, and enable population health management an outcomes-focused approach to benefit delivery and management.

**Service Focused:** The new MMIS modules that are implemented should be able to be modified by user configurations, rather than through constant custom coding that would result in yet another one-off MMIS, and should offer adaptable services that can take advantage of evolving technology and/or expanded capacity, and allow for solutions that are designed to allow Commercial-Off-The-Shelf (COTS) products to be installed, integrated, and upgraded through scheduled releases when such installations are appropriate and to the State's advantage.

Accountability and Measurement: The AMMI project solution must be designed and implemented to enable accurate assessment, measurement and reporting on the Medicaid program. In addition, the State seeks a solution that facilitates adoption of a population health management approach to Medicaid and its related programs. This means a movement away from the traditional transaction-focused MMIS and toward a solution with the information to assess health outcomes and program impact across traditional programmatic silos.

## **2. Alabama Medicaid Eligibility and Enrollment**

The goal of the Alabama Medicaid Eligibility and Enrollment (AMEE) project is to streamline the eligibility and enrollment process, improve user experiences, modernization and interoperability.

## **3. Both project solutions will:**

Use a modular approach to create a framework aligned with Medicaid Information Technology Architecture (MITA) Version 3.0.

Comply with Center for Medicare and Medicaid Services (CMS) Seven Conditions and Standards (SCS), and promote the use of industry standards for information exchange and interoperability, providing a seamless business services environment for users.

Provide the tools required to assist the State in effectively managing the Medicaid and related health service programs.

Objectives for the project solutions include:

Adaptability: As noted previously, the project solutions are intended to encompass technology-enabled elements and services, as well as business process outsourcing. The State's goal in adopting this approach is to provide an extensible, flexible, and soundly designed framework that can adapt over time to changing programmatic needs, solution approaches and technologies. The project solutions must be standards-based to facilitate interoperability and maintainability. The State seeks to implement a flexible, rules-based, modular, configurable solution to enhance decision-making and increase management efficiencies. The State seeks a Service Oriented Architecture (SOA) platform that will bring interoperability of service-based modules to support modernization and continual enterprise evolution without restricting its ever-changing business needs. In addition, the State seeks a highly configurable and flexible platform that can enable the expansion of technological capabilities to other state and federal agencies.

**Sustainability:** Working hand-in-hand with the adaptability objective, the State seeks project solutions that can be efficiently sustained and affordably maintained throughout its life, while offering enhanced program support and customer experience. It is imperative that a balance is achieved to deliver a modular and extensible solution, while sustaining quality data, integrity of Medicaid program operations and offering adaptability to meet changing needs.

**Enterprise Solution:** The project solutions will provide a framework to support the broader enterprise and will serve as an information gateway for all stakeholders. The solution must support effective automation and paperless transactions across traditional program lines, facilitate data access and exchange in real-time while ensuring privacy and security, and enable effective and timely transfer of information to program users. In addition, the solution is envisioned to include a consolidated, easy-to-use and appealing user interface to provide an enhanced customer service experience for Agency users, clients and providers.

**Maximize Enhanced Federal Funding:** The project solutions must be designed and implemented to maximize qualification for enhanced FFP for development, implementation and operations.

**Ensure Federal Standards Compliance:** The project systems must comply with CMS federal standards.

**Obtain Federal Certification:** The development and implementation of systems and modules must be done in a way to ensure CMS certification throughout the process for the AMMI project.

**Integration with State-wide IT Systems:** The project solutions must be designed to enable interoperability with existing and future enterprise systems.

**Leveraging and Reuse:** The project solutions will leverage, reuse and/or share technologies available within Alabama and in other state Medicaid systems as possible and appropriate.

## *B. Program Overview*

### **1. Administration of the MMIS (AMMI Project)**

Hewlett Packard Enterprise (HPE), formerly known as Electronic Data Systems (EDS), has been the fiscal agent responsible for the AMMIS since 1979. Alabama Medicaid Agency implemented the HPE Interchange System in 2008. In 2009, the Agency requested retroactive certification to 2008 using the original CMS certification guidelines and received it. The Agency's current contract with HPE's

Interchange system ends on September 30, 2018. The Agency works hand-in-hand with HPE to manage the Alabama Medicaid MMIS.

## **2. Administration of the Eligibility and Enrollment (AMEE Project)**

Alabama Medicaid Agency and the Alabama Department of Public Health (ADPH) are developing a new joint Eligibility and Enrollment system in house. The system allows a single coordinated set of rules to determine eligibility for Medicaid and Children's Health Insurance Program (CHIP).

## **3. Assistance of Other State Contractors**

Alabama works collaboratively with contractors, vendors, and consultants to provide certain services for the division. Periodically, the successful Offeror will work directly with and/or interact electronically with these other contractors, vendors, or consultants. These other contractors include, but are not limited to: Regional Care Organizations (RCOs) will administer the state's managed care program, claims processing and fiscal agent contractor and various consultants familiar with Medicaid and other federally funded programs.

## **4. Fee-for-Service Populations**

Some of Alabama's Medicaid population are still provided services using the Fee-for-Service (FFS) payment structure. These programs include waiver services, Long Term Care services, and select populations such as adopted children, Native Americans, and dual eligible members.

## **5. Managed Care**

On May 30, 2014, The Alabama Medicaid Agency submitted a Section 1115 demonstration waiver. Alabama Governor Robert J. Bentley developed a Medicaid Advisory Commission in May of 2013 which defined bill 340 and signed it into law. Bill 340 requires the Alabama Medicaid agency to "to provide for the delivery of medical services to Medicaid beneficiaries on a managed care basis through regional care organizations or alternate care providers". Demonstration waiver application to the Centers for Medicare and Medicaid Services. This waiver requested CMS approval for the Alabama Medicaid Agency to implement a new care delivery. This Waiver will transition the Alabama Medicaid from a volume based FFS reimbursement system to a capitated payment system that incentivizes the delivery of quality health outcomes. The coordination of services typically referred to as Managed Care, will be provided by RCO's.

## 6. Behavioral Health

Claims for behavioral health services are covered and processed by the RCO in which a Medicaid recipient is enrolled or by the Medicaid FFS program if the recipient is not enrolled in managed care.

## 7. Coordination of Long-Term Services

Alabama Medicaid is in the process of defining and implementing Integrated Care Networks (ICNs) for Long Term Services and Support (LTSS). These will be patterned after our RCOs. These ICNs must begin no later than October 1, 2018.

# II. Scope of Work

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### A. MMIS (AMMI PROJECT)

The State of Alabama is initiating a transformational change to its MMIS. The new system will be developed using several modules – including technology-based modules, technology-based services, and business process outsourcing – to support more efficient business practices, provide greater interconnected services across the Enterprise, and, consequently, lead to better health outcomes for our population.

The AMMI solution, aligned to CMS MITA 3.0 and SCS, will offer greater flexibility, efficiency, and interoperability. The emphasis of this multiple-module/multiple-vendor approach is finding vendors and partners who can offer the best solutions in rapidly changing healthcare and technology fields.

The State is seeking Independent Verification and Validation (IV&V) services for the entire AMMI project, which comprises procurement and implementation of multiple interrelated modules by multiple vendors over several years. The State views the IV&V Contractor as a crucial partner in this process, providing IV&V, quality and risk mitigation services to help ensure the success of each procurement, the development and implementation of the solution, and CMS certification of the new AMMI solution as a whole.

### B. ELIGIBILITY AND ENROLLMENT (AMEE PROJECT)

Medicaid plans to continue development of the new Eligibility and Enrollment System in-house. The system will provide a client service model that is “customer centric,” efficient, effective, and provides a customer friendly experience. Clients can file applications for services or benefits through an online application process and eventually report changes and manage their benefit “accounts” online. Most

required materials and verification documents will be scanned and stored electronically within the electronic case record. Whenever possible, verification of required information will be captured electronically through a web-based service and updated automatically in the electronic case record. Workers or automated processes will review applications and send additional questions or request additional documentation electronically or through print media to communicate with customers.

The State is seeking additional independent Verification and Validation (IV&V) services for the entire AMEE project, which comprises of in-house development only with the use of some COTS products to support the enterprise solution. The IV&V Contractor would verify and validate development and operations and maintenance.

### C. *IV&V INDEPENDENCE*

IV&V services must be provided and managed by an organization that is *technically* and *managerially independent* of the project solutions. This independence takes two mandatory forms: technical independence and managerial independence. First, *technical independence* requires that the IV&V services provider or its personnel are not, and have not been, organizationally involved in the project solutions (AMMI & AMEE) development, procurement or implementation, including having participated in the project's initial planning and/or subsequent design. Such technical independence helps ensure every IV&V review report is free of personal or professional bias. Second, *managerial independence* is required of the IV&V Contractor to ensure that the IV&V effort is vested in an organization departmentally and hierarchically separate from the project solutions development and program management organizations and vendors. Such managerial independence helps ensure that the IV&V service provider is able to deliver to both State and Federal executive leadership and management, as well as to provide findings and recommendations without restriction or fear of retaliation or coercion (such as reports being subject to prior review or approval from the development group before release to outside entities).

The IV&V Contractor cannot participate in any way with a prospective vendor in the development or implementation of any of the AMMI modules and AMEE project, nor may the IV&V Contractor assist in preparation of any vendor's application or proposal to the State for any of the AMMI services or AMEE project.

## *D. OVERVIEW OF PROJECT SOLUTIONS*

### **Enterprise Approach**

An overriding project goal of the project solutions are to develop an effective service-oriented solution that works on an enterprise level, providing support, services, and expanded capacity to all relevant departments, agencies and functions in the State of Alabama.

It is important to the success of this project that the project solutions are developed and implemented with an enterprise framework in mind, utilizing the federal financial support and shared state resources for these projects in the broadest possible ways. A key goal of these projects are the immediate and/or future effective use of the project solutions by the widest possible group of enterprise users. Ensuring that the project solutions are well planned and are successfully developed and implemented (as an effective and efficient enterprise solution) are a crucial role of the IV&V Contractor.

### **MMIS Procurement Strategy**

Alabama is developing its new MMIS in accordance with CMS' MITA and with CMS SCS modularity standard. The AMMI solution will be realized through multiple vendors who provide services, and in some cases technology, via interoperable modules to collectively address business functions of the enterprise MMIS. The IV&V Contractor will play a crucial role in ensuring that the various modules function as required, and will work with the State, the Project Management Office (PMO) Contractor, other AMMI vendors and CMS, as required, to perform this work. Development of the MMIS replacement strategy is continuing in accordance with a schedule built around a System Planner and Integrator contracts. The Planner will validate requirements, the procurement strategy and procurement schedule based upon the planned use of multiple modules – encompassing both technology-based elements and business process outsourcing – to replace the existing MMIS with an enterprise framework that can accommodate additional service requirements over time. All work is being correlated to the MITA framework, building upon the State Self-Assessment (SS-A) completed in November 2016. The AMMI solution will use the Medicaid Enterprise Certification Toolkit including the MMIS module checklist set. In addition the IV&V vendor will need to support a new MMIS Takeover Implementation and Maintenance and Operations and Electronic Visit Verification Systems Maintenance and Operations. A high level procurement schedule is provided until the planner is onboard and helps validate the procurement strategy.

## High Level Procurement Schedule

Procurements	Award Made
IV&V Onboard	FY 2018
Eligibility and Enrollment Implementation, Maintenance and Operations	FY 2018
MMIS Takeover Implementation and Maintenance and Operations	FY 2018
Electronic Visit Verification Systems Maintenance and Operations	FY 2018
System Intergrator	FY 2019
Module 1	FY2019
Module 2	FY 2020
Module 3	FY 2020
Module 4	FY 2021
Module 5	FY 2022

**Note: This schedule is subject to change based on CMS approval.**

### **Eligibility and Enrollment Procurement Strategy**

The AMEE project primarily consists of in-house development and the use of COTS products. The project will not require a procurement strategy.

## **E. IV&V CONTRACTOR RESPONSIBILITIES**

### **Introduction**

The State intends to award one contract to a prime IV&V Contractor to deliver the IV&V services for the entire Medicaid Enterprise project solutions as described in this RFP. The IV&V Contractor must coordinate with other state agencies and project vendor teams. Successful outcomes for individual project vendor teams and the project solutions described in this RFP are mutual responsibility among all of the participating entities.

## IV&V Objectives

The State has identified several business objectives for IV&V services supporting the project solutions. These include:

1. **Implement IV&V through a coordinated approach to assure the project solution objectives are achieved.** Ensure IV&V activities complement the project approach and that the IV&V Contractor assesses quality in all aspects of the respective project components to assure program and business objectives are achieved.
2. **Maintain/Secure funding from CMS through adherence to Federal regulations.** Demonstrate compliance with CMS requirements by proactively assessing the projects and its deliverables against the criteria specified in the Medicaid Enterprise Certification Toolkit (MECT) checklists, CMS SCS and MITA 3.0 framework *throughout the project solution development and implementation*, rather than on completion. Early identification of non-compliance enables the State to take corrective actions needed to secure or maintain federal funding at 75-90 percent. The IV&V Contractor will work closely with the Planner Contractor and other vendors on CMS certifications.
3. **Provide independent, objective guidance and expertise to help assure project success and decrease implementation risks.** Gain perspective and garner recommendations on the health of the projects and associated deliverables from the experienced, neutral IV&V Contractor to assure the solution development is managed in accordance with practices that reduce risk and support achievement of the stated project objectives. Leverage assessments and deliverable reviews to ensure that the solutions fully reflects programmatic, technical and performance requirements, and is responsive to users' practices and business needs.
4. **Ensure the end-to-end solutions functions as planned** by providing oversight of integration across the solutions. Identify potential risks, issues and/or dependencies with integration across the solutions, and make recommendations about how to effectively address these.
5. **Limit re-work by benefiting from lessons learned from other implementation and redesign experiences.** Apply lessons learned from other large IT, business process outsourcing and Medicaid IT projects to identify potential issues and risks as early in the project life cycle as possible. Provide recommendations on a revised course of action to limit the impact and/or to avert potential issues and risks.
6. **Foster reuse of common components within the AL Medicaid Enterprise.** Ensure the solutions, to the extent possible and where appropriate, leverages technology investments the State has already

made in order to prevent unnecessary duplication of work or of functionality within the Enterprise IT portfolio.

### **IV&V Contractor Expectations**

**As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 50 pages 25 pages front and back as listed in this Scope of Work section IV&V Contractor Expectations:**

1. The IV&V Contractor is separate and distinct from the PMO and other vendors providing services and/or solutions related to the projects.
2. The IV&V Contractor provides services throughout the project life cycles, from planning through certification, for all modules, procurements, implementation and certification of the project solutions.
3. The IV&V Contractor will work with the current IV&V Contractor to ensure proper knowledge transfer. As the contract ends the IV&V Contractor will provide knowledge transfer to an incoming new IV&V Contractor.
4. The IV&V Contractor demonstrates clear understanding of the goal of implementing an AMMI solution that focuses on modular procurement of *services* rather than monolithic *technologies*. The IV&V Contractor demonstrates clear understanding of the goal of implementing an AMEE solution that focuses on eligibility and enrollment.
5. The IV&V Contractor offers services above and beyond a traditional IV&V model:
  - a) High level of engagement throughout the project, start to finish;
  - b) Proactive, not passive or reactive;
  - c) Actively help identify and recommend actions to mitigate problems, not just report on problems; an
  - d) Engage in early project stages for advising, planning, and assisting in procurements as appropriate.
6. The IV&V Contractor helps the State attain:

- a) Effective project solution that are driven by and effectively supports our enterprise, both near term and for the future;
  - b) Effective interoperability of the systems and business functions;
  - c) Project solutions that conform to CMS' MITA standards, CMS SCS and CMS certification standards;
  - d) Project solutions that effectively and efficiently support MITA process and technology maturation and AL Medicaid business requirements; and
  - e) Project solutions that conforms to current, developing and best practices related to service-oriented architecture, Federal and state requirements and regulations, Eligibility and Enrollment practices, MMIS and Medicaid business practices and trends, and health information sharing technology and data practices.
7. The IV&V Contractor will work effectively with:
- a) the business owners;
  - b) the technology owners;
  - c) the enterprise system owners, and its enterprise partner agencies;
  - d) The Planner, the contracted partner managing the project solutions; and
  - e) All project solution vendors involved in planning, delivering, operating and/or supporting the projects.
8. The IV&V Contractor shall use IV&V processes iteratively throughout the project life cycles to determine whether plans, methods and products fulfill the requirements placed on them by previous iterations, phases or steps, and whether they are internally complete, consistent, and sufficiently correct to adequately support the next iteration, phase and step. IV&V Contractor reviews shall include, but are not limited to, consideration of:

- a) Risk management;
  - b) Cost and schedule;
  - c) Technical approach and product quality;
  - d) Performance measurement;
  - e) Change management;
  - f) Requirements traceability and completeness;
  - g) Documentation quality and completeness;
  - h) Solution deployment;
  - i) Solution integration;
  - j) Solution sustainability;
  - k) Data quality (including consideration of interfaces, plans, processes);
  - l) Security and privacy (including consideration of plans, policies, technical design, implementation);
  - m) Testing coverage and integrity (including unit, system, integration, stress, performance, user acceptance, interface);
  - n) Disaster recovery planning and design; and
  - o) System maintenance strategy.
9. The IV&V Contractor shall use IV&V processes to examine and validate complete project solutions (e.g., software, hardware, service arrangements, procedures, documentation) to verify that requirements are met. The Contractor will identify deficiencies or gaps in processes, within and between systems, and will provide corrective recommendations.
10. The IV&V Contractor will use appropriate and effective project management and communication tools to ensure timely and effective information sharing with the project stakeholders.
11. The IV&V Contractor shall have access to project documents, facilities, and staff during normal business hours to carry out their oversight role. The IV&V Contractor also shall have access to all key staff on site at the project location(s) daily, as needed to observe meetings, review deliverables and documentation, conduct interviews, etc.

12. Although much more frequent interaction is expected, the IV&V Contractor will meet in person at least monthly, on an agreed-upon schedule, with State staff and with the Planner Contractor to report upon and consult about any or all aspects of the projects.
13. The IV&V Contractor shall participate in weekly project status meetings led by the Planner Contractor.
14. At a minimum, project IV&V services must comply with applicable State and Federal standards. See Appendix E Requirements and Standards. The IV&V Contractor is expected to apply other industry standards (e.g., related to project management, technology, system development) to their work as appropriate.
  - a) The standards with which work must comply include, but are not limited to, at least those found in the following Federal requirements and guidance:
    - 1) 45 Code of Federal Regulations (CFR) Part 95.626 and 95 (f)
    - 2) 42 CFR Part 433 (c)
    - 3) State Medicaid Manual Part 11
    - 4) Federal regulations at 45 CFR Part 307.15
15. The IV&V Contractor shall advise the State to help ensure AMMI and AMEE approaches align with and support the State's effort to leverage the enhanced FFP to the greatest extent possible.
16. The IV&V Contractor shall produce assessment reports and related documentation that:
  - a) Provide appropriate context and history to allow the reader to understand assessment results, findings and recommendations;
  - b) Include detailed recommendations related to findings;
  - c) Specify near-term and longer term actions that the State, or project vendors, should take to address an existing finding and/or to avert or mitigate downstream risks or issues;
  - d) Specify the standards on which the assessment or recommendations are based;

- e) Recommend measures to assess the State's and the AL project's progress in relation to recommendations; and
  - f) Provide a record (through follow-up reports) of the State and project progress against all recommendations to that point.
17. The IV&V Contractor shall review all project deliverables (including Planner and other vendors' products), assessing, at a minimum, quality, alignment to project objectives, fidelity to State and Federal requirements, compliance with CMS certification criteria and adherence to the project plan and strategy. Deliverable reviews must be conducted within ten (10) business days of deliverable receipt by the IV&V Contractor, with results reported to the State in an agreed-upon format and within an agreed-upon time.
- a) The IV&V Contractor shall review deliverable expectations document(s) (DED), or their equivalent, when they are provided at the outset of work on a particular task and shall provide comments and recommendations to help ensure the final deliverable will meet requirements for compliance, quality, content, etc.
  - b) When reviewing final deliverables, the IV&V Contractor shall take into consideration the final DED for that deliverable.
18. In accordance with Federal regulations (45 CFR Part 307.15), the IV&V Contractor shall:
- a) Develop an *IV&V Project Plan*, and provide this directly to the Regional CMS Federal Office at the same time it is given to the State.
  - b) Review and make recommendations on both management and technical aspects of the projects, including both State and vendor. Provide the results of this analysis directly to the Regional CMS office at the same time it is given to the State.
  - c) Perform periodic project management reviews that address:
    - 1) Clarity and integrity of project scope;
    - 2) Progress against budget and schedule;
    - 3) Schedule quality (e.g., dependencies, completeness, accuracy, milestones);
    - 4) Issues and risks.

- d) Consult with all stakeholders and assess user involvement and buy-in regarding solution functionality and the solution's ability to meet program needs.
- e) Analyze project performance and progress (e.g., schedule, budget, resources, reporting, work flow) to identify and make recommendations for improvement.
- f) Assess project risks and make recommendations for mitigation or aversion.
- g) Review and monitor development processes to ensure they are being documented, carried out, and analyzed for improvement.
- h) Assess project's configuration management (CM) functions by reviewing CM reports and making recommendations regarding appropriate organization, processes and tools to manage solution changes.
- i) Perform a detailed review of the solution architecture (including software, hardware, communications and data) for feasibility, consistency, interoperability and adherence to industry standards.
  - 1) Inventory and review application software for completeness, interoperability, and adherence to programming standards for the projects.
  - 2) Analyze application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards/expectations.
  - 3) Perform code walkthroughs, as applicable.
  - 4) Review the process for tracking business, functional, non-functional, data and technical requirements from their source through the complete life cycle.
  - 5) Review test plans or other documentation and directly observe testing where appropriate, including participating in and coordination of peer reviews.
  - 6) Assess and recommend improvements, as needed, to assure appropriate user and developer training is planned and carried out.
  - 7) Review and analyze system capacity studies.

19. The IV&V Contractor shall review all project-related RFPs to validate its quality, completeness, inclusion of State and Federal goals and objectives, accurate reflection of the State's MITA goals and plans, and validity of procurement approach.
  
20. The IV&V Contractor shall review the implemented project solutions to:
  - a) Verify that it conforms to requirements, within defined constraints;
  - b) Verify the associated documentation is complete and correct;
  
  - c) Verify the solution is deployed in accordance with State and Federal requirements;
  
  - d) Verify it complies with the architectural design;
  
  - e) Validate integration; and
  
  - f) Verify that the solution is installed in accordance with the approved implementation plan and is sustainable.
  
21. The IV&V Contractor shall review requirements, policies, plans, deliverables, processes, designs, test plans, and the implemented solution for the adequacy of security and privacy.
  
21. The IV&V Contractor shall assist with CMS gateway reviews and certification planning activities including, but not limited to:
  - a) Supporting CMS consult and gateway reviews, if these are performed;
  - b) Providing draft adjudication of certification criteria for CMS review and final determination;
  - c) Providing certification review progress reports, at least twice a year and before each CMS certification milestone gate review, that address risks, recommendations and MITA updates;
  
  - d) Supporting CMS milestone certification reviews, if these are performed; and
  
  - e) Assessing solution development progress against MMIS CSFs.

## **Conflict of Interest Exclusion**

The project IV&V Contractor (and its subcontractors) is prohibited from soliciting, proposing or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation activity on the subject project solutions. This exclusion extends to any other project within Alabama Medicaid that may interact with or otherwise provide services to the subject project solutions during the full term of this contract. This exclusion is executed in accordance with Federal regulations at 45 CFR Part 307.15(b)(10)(ii), which require that this IV&V effort, "... be conducted by an entity that is independent from the State...". The primary purpose of this exclusion is to ensure neither the State nor the IV&V Contractor find themselves involved with any real or perceived conflicts of interest. Such conflicts of interest could be alleged were the IV&V Contractor found to be reviewing work products, deliverables, and/or processes for which it is currently, or was previously, responsible to plan, design, develop, implement or operate.

### ***F. IV&V VENDOR STAFFING AND EXPERTISE***

***As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 50 pages 25 pages front and back as listed in this Scope of Work section IV&V Staffing and Expertise:***

#### **STAFFING OVERVIEW AND MODEL**

To successfully perform the IV&V tasks defined within this RFP, the IV&V Contractor will need a team with significant expertise across a wide variety of domains, including programmatic, technological, business operations, procurement and other areas of expertise. The Contractor must provide sufficient staffing and expertise to support the proposed IV&V project team structure for this engagement and to address the specific project environment, strategy and planned implementation approach.

The Contractor will propose a staffing model that provides all expertise needs stated and implied, as well as any additional needs that the Contractor perceives. This staffing model must demonstrate an understanding of the project solution IV&V requirements and the way in which various skills will apply to the requirements over time. Additionally, the IV&V Contractor needs to demonstrate an approach for accessing appropriate experts to address these needs throughout the project life.

## **CONTRACTOR KEY PROJECT PERSONNEL**

The term “Key Project Personnel” means Contractor personnel deemed by the State as both instrumental and essential to the Contractor’s satisfactory performance of the requirements for this project. Key Project Personnel must be supported by a team of subject matter experts (SMEs) with experience and expertise in the requisite areas.

The Contractor and the State agree that the key personnel are critical to the performance of the contract and, therefore, the State has the right of refusal for any personnel replacements, substitutions, or reassignments of duties of key personnel assigned to the IV&V contract.

### **1. Key Project Personnel Requirements**

The State has identified four Key Project Personnel positions for the IV&V Contractor:

- Account Executive
- IV&V Project Manager (s)
- Functional Lead (s)
- Technical Lead (s)

Vendors may identify additional positions that they propose be included as Key Project Personnel. If additional positions are proposed, the vendor should explain the scope and responsibilities of the Key Project Personnel role.

The State expects that the Key Project Personnel identified will be engaged in supporting the appropriate tasks and deliverables to leverage their expertise. The State will consider suggestions for alternative alignment of duties within the submitted proposal. Changes to the proposed positions, staff and responsibilities will be allowed only with prior written permission from the State.

All proposed Key Project Personnel must have a minimum of five (5) years working experience in the public sector Health and Human Services (HHS) IT industry and in their proposed area of expertise, doing work on similar projects as that described in this RFP. Key Project Personnel should be familiar with:

- Working in team environments;
- Collaboration;
- Project management;
- IV&V methods, tools and processes;
- Measurement strategies; and
- Communications.

All Key Project Personnel will work on site in Alabama. The Account Executive must be available as needed to fulfill responsibilities and meet the State's needs. At a minimum, the IV&V Project Manager must be full-time and dedicated solely to the AMMI and AMEE IV&V projects unless the Contractor provides alternative solutions that meet State's approval. The IV&V Contractor must propose an IV&V Project Manager(s) who will be available for the duration of the project. This individual will be the primary contact for the State on a day-to-day basis. All other Key Project Personnel and Subject Matter Expert (SME)s must be available according to the agreed-upon *IV&V Project Plan*.

## **2. Key Project Personnel Selection and Changes**

Prior to contract award, the State must submit information on Key Project Personnel to the cognizant Federal office for review and approval. All subsequent Key Project Personnel changes may require Federal review and approval prior to taking effect, in addition to required State reviews. The State has the right to refuse any replacements, substitutions, or reassignment of duties of Key Project Personnel assigned to the IV&V contract. Prior to making any such changes, the IV&V Contractor shall obtain written approval from the State. In all instances, qualifications of suggested staff must be comparable to those of the individual being replaced or whose duties are being reassigned.

## **IV&V PROJECT STAFFING REQUIREMENTS**

The IV&V Contractor shall define additional staffing levels (beyond the Key Project Personnel) required to accomplish the tasks defined in this RFP. The State retains the right to approve or disapprove proposed staffing. The State reserves the right to require the Contractor to replace specified contractor employees. The Contractor agrees to substitute, with Alabama's prior approval, any employee so replaced with an employee of equal or better qualifications. The Contractor agrees to propose within thirty (30) days, and appropriately staff within forty five (45) days, any changes made to Key Project Personnel, regardless of the reason for the change.

All IV&V Contractor staff and subcontractors will perform their work in the United States; no off-shoring of any IV&V work under this contract is allowed, including work performed by subcontractors.

As noted previously, the IV&V Contractor must provide staff with a wide variety of expertise to effectively perform this project. This expertise must be embodied in the mix of Key Project Personnel, SMEs and any other staff assigned to the project. Following is a list of disciplines and subject areas in which the IV&V Contractor staff should have expertise; however, the list is not meant to be exhaustive and the IV&V Contractor may offer additional subject matter expertise based upon their insights into what may be needed for the projects.

- Medicaid business processes
- MITA
- Project and program management for all life cycle phases of large, complex implementation projects
- Communications and communications management
- Development strategies and methodologies
- Requirements definition and management
- Requirements traceability (tools, methods)
- System design, development/configuration and implementation
- Development and operational environments
- Data conversion
- Data design and governance
- Interfaces
- Integration
- Testing and validation (including unit, system, integration, regression, user, acceptance, capacity/performance testing; simulations)
- System Development Life Cycle (SDLC) documentation
- Training
- Business operations
- Technology operations
- Business process outsourcing
- Performance planning and service level agreements
- Procurement planning, including pricing models
- Project and Program Governance
- Software estimating models and methods

## *G. IV&V DELIVERABLES*

The Contractor must provide, at the minimum, the services and corresponding deliverables listed in the Deliverables table below, and to execute the project management and administrative responsibilities required for delivery.

The Contractor shall provide deliverables in the agreed-upon format to the designated State point of contact and, as required, to Federal agencies. As previously stated, all final deliverables shall be provided to the Federal partner concurrently with being provided to the State IV&V Contract Manager.

The State must provide written acceptance of each deliverable before it can be considered complete. In all cases, payments to the IV&V Contractor will be contingent upon State approval of deliverables. No review will be considered complete until the approved documentation is delivered to and reviewed by the State and appropriate Federal partners and the State has formally accepted the deliverable.

The State must approve, in writing, changes to milestones, deliverables or other material changes to the contract prior to implementation of changes. The State may require concurrence of the Federal partner in any changes prior to their implementation.

The list below (Table 1) identifies a minimum required set of deliverables for this project. These deliverables are applicable to **every module within the AMMI solution**, eligibility and enrollment project as well as to the solution as a whole and to the associated vendors and State staff. The Offeror will propose a full set of deliverables to be negotiated with the State and written into the contract. The State reserves the right to revise these and to add deliverables as needed, or as required to comply with evolving CMS and/or State guidance. Additionally, the IV&V Contractor may suggest revisions to the planned deliverables and/or development of additional deliverables depending upon actual AL project requirements. Prior to the IV&V Contractor initiating development of any recommended additional deliverable, or suspending development of any previously agreed-upon deliverable, the State must authorize the change in writing.

For IV&V Contractor-led meetings, the Contractor shall provide minutes in an agreed upon format with the agreed upon elements within two (2) business days of the meeting date.

**Table 1, DELIVERABLES TABLE**

PHASE	DELIVERABLE	DESCRIPTION	SOURCE
INITIATION	IV&V Project Plan	Plan for managing and delivering IV&V services over life of the project solutions (AMMI & AMEE), from planning through certification. Addresses at a minimum, processes, standards, evaluations to be performed, resources, work plan, deliverables, project management and communications.	Alabama Medicaid Agency

PHASE	DELIVERABLE	DESCRIPTION	SOURCE
<b>PLANNING</b>	Initial Risk Assessment	Initial assessment of project (scope, objectives, approach, procurement strategy, technical integrity, compliance status, etc.) at the time the IV&V Contractor begins work for both project solutions.	CMS
	Initial Project Management Assessment	Initial assessment focused specifically on project management processes, tools, approach, effectiveness of the projects at the time the IV&V Contractor begins work. This should include the Initial Project Schedule Review, also required by CMS.	CMS
	Initial Project Requirements Assessment	Initial assessment of the requirements (e.g., quality, completeness, clarity, management/traceability, relevance to stated objectives and Federal requirements) documented for the projects, at the time the IV&V Contractor begins work.	CMS
	Initial Project Assessment	Encompasses all three initial assessments required by CMS – risk, project management, requirements – and is delivered as Initial Status Reports for AMMI and AMEE.	Alabama Medicaid Agency
	Weekly IV&V Report	Reports regarding project management and risk. (See IV&V Contractor Expectations for additional detail regarding what these reports should cover.)  This report also will address Alabama Medicaid Agency requirement for on-going risk analysis.	CMS Alabama Medicaid Agency
	Monthly IV&V Report	Reports summarizing project status – project management, risk, technical approach, etc. – for the preceding month, and presents all findings and/or recommendations identified by the IV&V Contractor to date and their status.	CMS
	Interim Project Progress Report	Reports providing status, findings and recommendations, and other content similar to that in the weekly and	Alabama Medicaid

PHASE	DELIVERABLE	DESCRIPTION	SOURCE
		monthly status reports, but focused on – and delivered in relation to - project milestones.	Agency
	Evaluation of RFPs and Contracts	To be performed for each project procurement.  Report documenting IV&V Contractor’s review of the draft RFP or contract, identifying any issues or recommendations related to content, clarity, completeness, quality, presentation, tie-in with stated objectives and requirements, etc.	CMS
	Deliverable Forecast	Report detailing planned deliverables, their status, and any issues or recommendations related to timely completion of relevant, high-quality deliverables and/or to remedies for deliverables deemed to be an issue.	Alabama Medicaid Agency
<b>IMPLEMENTATION</b>	Architecture Review	Review of planned, designed, and implemented architecture within and across AMMI modules and Eligibility and Enrollment functionality, as applicable.  NOTE: This may be documented in a separate report and/or in regular weekly and monthly reporting.	Alabama Medicaid Agency
	Code Review/ Software Development Review	Review of software development processes, requirements traceability, quality, as applicable to Eligibility and Enrollment functionality and individual AMMI modules and to software related to interfaces, integration, data sharing, etc.  NOTE: This may be documented in a separate report and/or in regular weekly and monthly reporting.	CMS
	Test Review	Review of test strategy; test plans, processes and tools; test results; and test quality for Eligibility and Enrollment functionality and each	Alabama Medicaid Agency

PHASE	DELIVERABLE	DESCRIPTION	SOURCE
		<p>AMMI module and for the AMMI solution as a whole. See IV&amp;V Contractor Expectations for further detail regarding the minimum types of testing the IV&amp;V Contractor is to review.</p> <p>NOTE: This may be documented in separate reports and/or in regular weekly and monthly reporting.</p>	
	Training Review	<p>Review of training plans, processes and techniques; training delivery quality; training results. This applies to Eligibility and Enrollment System and each AMMI module and to the AMMI solution as a whole.</p> <p>NOTE: This may be documented in separate reports and/or in regular weekly and monthly reporting.</p>	Alabama Medicaid Agency
	Data Management Review	<p>Review of plans, processes, tools used to manage data within Eligibility and Enrollment System and individual AMMI modules and for the AMMI solution as a whole.</p> <p>NOTE: This may be documented in separate reports and/or in regular weekly and monthly reporting.</p>	Alabama Medicaid Agency
	Conversion Review	<p>Review of data conversion plans, processes, tools, execution and results for Eligibility and Enrollment System and each AMMI module and for the AMMI solution as a whole, as applicable.</p> <p>NOTE: This may be documented in separate reports and/or in regular weekly and monthly reporting.</p>	Alabama Medicaid Agency
	Operations Oversight Review	<p>Review of processes, roles and responsibilities, reporting or communications, tools, etc. related to</p>	Alabama Medicaid Agency

PHASE	DELIVERABLE	DESCRIPTION	SOURCE
		<p>providing operations oversight of the implemented Eligibility and Enrollment System and AMMI solution, including all modules and the solution as a whole.</p> <p>NOTE: This may be documented in separate reports and/or in regular weekly and monthly reporting.</p>	
	Certification/ Readiness Review	<p>Review of AMMI solution as a whole and of the component AMMI modules in relation to CMS certification requirements, identifying any potential gaps or issues, and presenting recommendations for how to address these points.</p> <p>Review of AMEE solution in relation to CMS consults and gateway reviews</p>	CMS
	Service Level Agreement/ Service Preparedness/ Service Delivery Review	<p>Review of implemented Eligibility and Enrollment System and AMMI solution, as a whole and each module, to assess the quality of performance against agreed-upon service levels and performance targets, the effectiveness and accuracy of reporting, management processes and structures used to administer performance, and related aspects of service delivery and management.</p>	Alabama Medicaid Agency
<b>CLOSEOUT</b>	Lessons Learned	<p>Final summary of lessons learned through the life of the AMMI and AMEE projects and recommendations for future project teams.</p>	Alabama Medicaid Agency
<b>IV&amp;V PROJECT MANAGEMENT</b>	Weekly IV&V Contractor Status Report	<p>Report detailing IV&amp;V Contractor work planned for previous week versus what was accomplished, work planned for upcoming week, and any issues or risks that would affect the IV&amp;V Contractor's ability to complete the planned work on time. This report also will show the IV&amp;V Contractor's work in relation to the agreed-upon work plan and budget for the IV&amp;V contract.</p>	Alabama Medicaid Agency

<b>PHASE</b>	<b>DELIVERABLE</b>	<b>DESCRIPTION</b>	<b>SOURCE</b>
	Monthly IV&V Contractor Status Report	Report summarizing work performed by the IV&V Contractor during the preceding month, and identifying any issues or risks affecting the IV&V Contractor's ability to effectively deliver service. This report also will show the IV&V Contractor's work in relation to the agreed-upon work plan and budget for the IV&V contract.	Alabama Medicaid Agency
On-going	Risk Assessment	Assessment of the Eligibility and Enrollment System and AMMI modules through out the life cycle.	Alabama Medicaid Agency
On-going	Project Management Assessment	Assessment of Eligibility and Enrollment System and AMMI modules through out the life cycle.	Alabama Medicaid Agency
On-going	Project Requirements Assessment	Assessment of Eligibility and Enrollment System and AMMI modules through out the life cycle.	Alabama Medicaid Agency
On-going	Project Assessments	Assessment of Eligibility and Enrollment System and AMMI modules through out the life cycle.	Alabama Medicaid Agency

### III. Pricing

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Vendor's response must specify a firm and fixed fee for completion of the IV&V services. No time-and-materials Proposals will be considered. Pricing is to be the best and final price. Vendors must submit pricing for all consultant services to be delivered as a full-service model, including the staffing of maintenance and administrative positions for on-going operation.

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. All proposals must state a firm and fixed price for the services described.

#### **Cost Proposal**

The Cost Proposal will be used as the final representation of the Vendor's cost/price, and will be used during the Proposal evaluation. Additional information should be included as necessary to explain in detail the Vendor's cost/price.

Pricing information must be included in the Cost Proposal Section only. Inclusion of Cost Proposal information in any other Section may result in the Proposal being considered as non-responsive, and may result in disqualification.

Vendors must use Appendix D - Cost Proposal Template Section 1 to submit the final firm and fixed costs to be used for evaluation purposes. Vendors must use Appendix D - Cost Proposal Template Section 2 for ALL staff rates utilized to perform the deliverables in Section 1.

The Cost Proposal Template 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.

The Vendor must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.

A Grand Total Firm and Fixed Price of all line items in the Cost Proposal Template is required and must be the same amount that is entered on the RFP Proposal Sheet for the Firm and Fixed Price. In the event of a discrepancy, the Firm and Fixed price entered on the RFP Proposal Sheet will govern. Only the Firm and Fixed price will be used for scoring purposes.

The Cost Proposal will be scored using standardization, so that the lowest overall cost proposal receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

In order to assure full performance of all obligations imposed on a Vendor contracting with the State of Alabama, the Vendor will be required to provide a performance guarantee in the amount of \$200,000.00. The performance guarantee must be submitted by Vendor at least ten (10) calendar days prior to the contract start date. The form of security guarantee must be one of the following: (1) Cashier's check (personal or company checks are not acceptable) (2) Other type of bank certified check (3) Money order (4) An irrevocable letter of

credit (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond must be in force from that date through the term of the operations contract and ninety (90) calendar days beyond and must be conditioned on faithful performance of all contractual obligations. Failure of the Vendor to perform satisfactorily will cause the performance bond to become due and payable to the State of Alabama. The Chief Financial Officer of Medicaid or his designee shall be custodian of the performance bond. Said bond will be extended in the event the Alabama Medicaid Agency exercises its option to extend the operational contract.

## IV. General Medicaid Information

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The Alabama Medicaid Agency is responsible for the administration of the Alabama Medicaid 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](http://www.medicaid.alabama.gov).

## V. General

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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 CFR requirements.

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.

### **Terminology**

The use of the term "must" in the RFP constitutes a "required" or "mandatory" requirement and mandates a response from the Vendor. Failure by the Vendor to respond to any of these requirements in the entire RFP may be considered non-responsive, and if deemed non-responsive may be rejected by Alabama Medicaid Agency.

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

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

### **Disclaimer**

Information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the most accurate information available to the Alabama Medicaid Agency at the time of RFP preparation. No inaccuracies in such data will constitute a basis for an increase in payments to the Vendor, a basis for delay in performance, nor a basis for legal recovery of damages, either actual, consequential or punitive.

## **VI. Corporate Background and References**

**As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 80 pages 40 pages front and back as listed in Corporate Background and References.**

**Entities, including each subcontractor if subcontractor(s) are included in the proposal, submitting proposals must:**

- a. Provide evidence that the Vendor possesses the qualifications required in this RFP.
  
- b. Provide a description of the Vendor’s organization, including
  1. Date established.
  2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor’s organization in relation to any parent, subsidiary or related organization.
  3. Number of employees and resources.
  4. Names and resumes of Senior Managers and Partners in regards to this contract. *Use Appendix C: Key Position Resume Sheet.*
  5. A list of all similar projects the Vendor has completed within the last three years.

6. A detailed breakdown of proposed key staffing for this project, including names and education background of all employees that will be assigned to this project. *Use Appendix C: Key Position Resume Sheet.*
  7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
  8. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
  9. Vendor's acknowledgment that the State 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.
  10. 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.
- c. 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](http://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 bid.
  - d. Have experience and knowledge of Eligibility and Enrollment, MMIS, CMS SCS and MITA.
  - e. Have experience in Eligibility and Enrollment and MMIS IV&V services.
  - f. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. **One of the three references must be other State contracts listed as the primary vendor. You may not use any Alabama Medicaid Agency personnel as a reference.**

The State 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.

## VII. Submission Requirements

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### *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, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

### *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:

<i>Project Director:</i>	<b>Shannon Crane</b>
<i>Address:</i>	<b>Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624</b>
<i>Telephone Number:</i>	<b>334-353-5482</b>
<i>Fax Number:</i>	
<i>E-Mail Address:</i>	<b><a href="mailto:IVRFP@medicaid.alabama.gov">IVRFP@medicaid.alabama.gov</a></b>

### *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](http://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 the State. Each question must be submitted to the Project Director via email. Questions and answers will be posted on the website as available.

#### *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, including but not limited to those found in section IX. of this RFP, are not allowed. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Vendor's proposal deemed non-responsive.

#### *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 the State 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 the State 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 90 Days*

A proposal may not be modified, withdrawn or canceled by the Vendor for a 90-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 Vendor so agrees in submitting the proposal.

#### *J. State 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 the State are entirely the responsibility of the Vendor. The State 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 the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, 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 the State 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 2017-IVV-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, six additional hard copies in binder form, plus two electronic (Word format) copies of the Proposal on CD, jumpdrive 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. Vendor must identify the original hard copy clearly on the outside of the proposal. 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 Alabama Medicaid Agency 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.

#### *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, a Vendor has been selected, and the contract has been signed by all required parties. 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.

## VIII. Evaluation and Selection Process

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### *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*

The State 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 the State’s review of a Vendor’s proposal.

### *D. Evaluation Committee*

An Evaluation Committee appointed by the Project Director will read the proposals, conduct corporate and personal reference checks, and score the proposals. The State may change the size or composition of the committee 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.

<b>Evaluation Factor</b>	<b>Highest Possible Score</b>
Corporate Background and References	15
Scope of Work	40
Price	45
<b>Total</b>	<b>100</b>

### *F. Determination of Successful Proposal*

The Vendor whose proposal is determined to be in the best interest of the State 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, the State will notify the selected Vendor. If the State rejects all proposals, it will notify all Vendors. The State will post the award on the Agency website at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov). The award will be posted under the applicable RFP number.

## IX. General Terms and Conditions

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### *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 October January 1, 2018, through December 31, 2020. Alabama Medicaid shall have three, one-year options for extending this contract. 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 subject to review by the Legislative Contract Review Oversight Committee and the signature of the Governor. 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 Medicaid. 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. 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.

#### *P. Conflict of Interest*

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the contract and this amendment. The Contractor agrees it has no conflict of interest preventing the execution of a Contract and will abide by all applicable state and federal regulations regarding conflicts of interest.

#### *Q. Open Trade*

In compliance with Section 41-16-5 Code of Alabama (1975), the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

#### *R. 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.

#### *S. 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.

#### *T. 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.

#### *U. 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.

#### *V. 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.

#### *W. 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.

#### *X. 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.

### *Y. 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.

### *Z. 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.

### *AA. 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.

### *BB. 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.

### *CC. 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.

*DD. 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.

*EE. Payment*

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

*FF. Notice to Parties*

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

*GG. Disclosure Statement*

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

*HH. 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.

*II. 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.

*JJ. 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](http://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.

*KK. Choice of Law*

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

*LL. 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.

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Vendor Name

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Project Director

Review Date

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

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the specified copies of proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	8. The Proposal includes a corporate background.
<input type="checkbox"/>	9. The Proposal includes a detailed description of how the vendor will provide IV&V services as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. Vendor must submit a statement that the Vendor has an understanding of and will comply with the terms and conditions as set out in the RFP. Additions or exceptions to the standard terms and conditions are not allowed. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Contractor's bid being deemed non-responsive.
<input type="checkbox"/>	11. 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.

## Appendix B: Contract and Attachments

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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

ALABAMA MEDICAID AGENCY

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

\_\_\_\_\_  
Contractor’s name here

\_\_\_\_\_  
Stephanie McGee Azar  
Commissioner

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Printed Name

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

Tax ID: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Governor, State of Alabama

**ALABAMA MEDICAID AGENCY  
BUSINESS ASSOCIATE ADDENDUM**

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

**2. BACKGROUND**

**1.1.** Covered Entity and Business Associate are parties to a contract entitled \_\_\_\_\_

\_\_\_\_\_ (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

**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 Addendum 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.

**3. 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, if the Contract permits, Business Associate may

- 4.1.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 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 Contract terminates.

**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 or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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** This Agreement amends and is part of the Contract.
- 8.2** Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- 8.3** In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4** A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- 8.5** 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: \_\_\_\_\_

**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

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature of Contractor

\_\_\_\_\_

Printed Name

Agency Contact: Stephanie Lindsay Phone: (334) 242-5833

Revised: 2/20/2013

**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   
  Joint 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
_____			
_____			

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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.)

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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.)

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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
<hr/>	
<hr/>	
<hr/>	

***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
-----------	------

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Notary's Signature	Date	Date Notary Expires
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*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](mailto: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: \_\_\_\_\_

\_\_\_\_\_



Describe your duties and responsibilities as they relate to the Request for Proposal:

---

References:

List 3 References below.

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

Reference 2		
Name	Title	Organization
Address	Phone ( ) -	E-mail Address

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

---

Candidate and Vendor Certification

By submitting this data sheet to Alabama Medicaid Agency, the Candidate and Vendor certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be

grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to Alabama Medicaid Agency may be investigated.

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

Candidate Data Sheets must be signed below by the Vendor.

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date



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

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

References:

List 3 References below.

Reference 1		
Name Bob Thorton	Title CEO	Organization Bob Thornton Enterprise

Address	Phone	E-mail Address
3245 Grey Hat Drive	(123) 456 - 7589	bob@greyhat.com

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

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

---

Candidate and Vendor Certification

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

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

Candidate Data Sheets must be signed below by the Vendor.

[SIGNATURE]

\_\_\_\_\_

Authorized Vendor Signature

\_\_\_\_\_

Date

# Appendix D: Cost Proposal Template

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## Cost Proposal Template I

### Section 1

Enter the price of each deliverable.

Proposer:					
Authorized Signature:	Date:				
Deliverables	Cost Year 1	Cost Year 2	Cost Option Year 1	Cost Option Year 2	Cost Option Year 3
IV&V Project Plan					
Initial Risk Assessment					
On-going Risk Assessments					
Initial Project Management Assessment					
On-going Project Management Assessments					
Initial Project Requirements Assessment					
On-going Project Requirements Assessments					
Initial Project Assessment					
On-going Project Assessments					

Weekly IV&V Report					
Monthly IV&V Report					
Interim Project Progress Reports					
Evaluation of RFPs and Contracts					
Deliverable Forecast					
Architecture Review					
Code Review/ Software Development Review					
Test Review					
Training Review					
Data Management Review					
Conversion Review					
Operations Oversight Review					
Certification/ Readiness Review					
Service Level Agreement/ Service Preparedness/ Service Delivery Review					
Lessons Learned (multiple)					

Weekly IV&V Contractor Status Report					
Monthly IV&V Contractor Status Report					
Total Cost Per Year					
<i>GRAND TOTAL FIRM AND FIXED PRICE</i>					

**Section 2**

Enter the rates for ALL proposed staff utilized to perform the deliverables above- one hourly rate for each job title

Staff Hourly Rates					
Complete this section for ALL proposed staff – one hourly rate for each job title					
Job Title	Year 1	Year 2	Year 3	Year 4	Year 5
Account Executive	\$	\$	\$	\$	\$
IV&V Project Manager	\$	\$	\$	\$	\$
Functional Lead	\$	\$	\$	\$	\$
Technical Lead	\$	\$	\$	\$	\$
Add rows for all other proposed staff categories					

## Appendix E: Requirements and Standards

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The IV&V Contractor for the project solutions must ensure that the systems meet all applicable State and Federal requirements and standards, including, but not limited to those listed in this appendix.

### A. Uphold Software and Ownership Rights

45 CFR Part 95.617 - Software and Ownership Rights

#### **§ 95.617 Software and ownership rights.**

(a) *General.* The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

(b) *Federal license.* The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) *Proprietary software.* Proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

**Also see CFR 433.112 (b)(5) and (6)** for additional applicable Federal requirements pertaining to ownership rights of the State.

### B. CMS MMIS Certification Toolkit

<http://www.cms.gov/Research-Statistics-Data-and-Systems/Computer-Data-and-Systems/MMIS/Downloads/mecttoc.pdf>

### C. Alignment with Seven Conditions and Standards

Following is an excerpt from the Medicaid IT Supplement (“MITS”) of April 2011, MITS-11-01-v1.0 (April 2011).

## **1. Introduction**

### **1.1 Background**

Under sections 1903(a)(3)(A)(i) and 1903(a)(3)(B) of the Social Security Act, the Centers for Medicare & Medicaid Services (CMS) has issued new standards and conditions that must be met by the states in order for Medicaid technology investments (including traditional claims processing systems, as well as eligibility systems) to be eligible for the enhanced match funding. The final regulation establishing these standards and conditions was made public on April 14, 2011 at: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

Our purpose in moving to this standards and conditions-based approach to approving federal funding is intended to foster better collaboration with states, reduce unnecessary paperwork, and focus attention on the key elements of success for modern systems development and deployment. In this document, we provide more detail about the seven conditions and standards and the kinds of information, activities and documentation the federal government will examine over the course of a systems development lifecycle to allow for initial and ongoing approval of enhanced funding. More importantly, these dimensions of development and artifacts are essential to help states ensure they are making efficient investments and will ultimately improve the likelihood of successful system implementation and operation. This document, and the principles contained in our April 2011 final regulation build on the work CMS, states and private industry have done over the last six years under the Medicaid Information Technology Architecture (MITA) initiative.

MITA is intended to foster integrated business and information technology (IT) transformation across the Medicaid enterprise to improve the administration and operation of the Medicaid program. (The Medicaid enterprise is comprised of the states, the federal government, and stakeholders who are directly and indirectly part of the administration and health care delivery ecosystem.) The MITA initiative provides a common framework for all Medicaid stakeholders to focus on opportunities to build common services by decoupling legacy systems and processes, and liberating data previously stored and contained in inaccessible silos. The MITA framework facilitates a more modern and agile approach to traditional systems development lifecycle approaches that have had great difficulty in keeping up with the rate of change demanded by the changing business landscape of health care delivery and administration. By providing a common Framework for the Medicaid Enterprise to plan, architect, engineer, and implement new and changing business requirements, the effort to modernize Medicaid IT systems and processes becomes more stable, uniform, and lowers the risk of poor implementation. Over time, this effort will drive the states’ systems toward a widespread network of shared, common technology and processes that support improved state administration of the Medicaid program. Our initial emphasis is on streamlining the eligibility and enrollment process, improving user experiences, increasing administrative efficiencies, and supporting with greater effectiveness the ability to manage care and produce improved health outcomes for Medicaid beneficiaries.

The MITA initiative began in 2005 with the concept of moving the design and development of Medicaid information systems away from the siloed, sub-system components that comprise a typical Medicaid Management Information Systems (MMIS) and moving to a service oriented architecture (SOA) framework of designing Medicaid information systems along the core Enhanced Funding Requirements: Seven Conditions and Standards 1 Version 1.0 April 2011/ Centers for Medicare & Medicaid Services principle that business processes inform and drive the implementation of business services. The MITA initiative produced an architecture framework—business, technical, and information—along with a business maturity model for process improvement, that guides the planning of technology and infrastructure build-out to meet the changing business needs of Medicaid programs. MITA enables all state Medicaid enterprises to meet common objectives within the MITA framework while still supporting local needs unique to the particular state. All MITA framework documents are available to the public at <http://www.cms.gov/MedicaidInfoTechArch/>.

CMS is also issuing *Guidance for Exchange and Medicaid Information Technology (IT) Systems* (IT Guidance) relevant to Medicaid agencies as it articulates expectations and supports development and design for Medicaid and Exchange operations. Medicaid and Exchange IT Guidance focuses on those business functions and supporting IT solutions needed for successful implementation of expanded coverage through premium tax credits and reduced cost sharing, and enrollment in Medicaid and Children’s Health Insurance Program (CHIP). CMS recognizes that there is not a “one size fits all” technology solution to every business challenge. Each technology investment must be viewed in light of existing, interrelated assets and their maturity. There are trade-offs concerning schedules, costs, risks, business goals, and other factors that should be considered when making technology investments; however, CMS must ensure that enhanced Federal Financial Participation (FFP) funding is approved only when Medicaid infrastructure and information systems projects meet statutory and regulatory requirements to support efficient and effective operation of the program.

## **1.2 Purpose and Scope**

The purpose of this document is to assist states as they design, develop, implement and operate technology and systems projects in support of the Medicaid program. This document provides additional insight and context to states to allow them to meet the conditions and standards for enhanced federal match for Medicaid technology investments. Future editions of this guidance will be developed with additional input from and consultation with states.

## **2. Conditions and Standards**

### **2.1 Modularity Standard**

This condition requires the use of a modular, flexible approach to systems development, including the use of open interfaces and exposed application programming interfaces (API); the separation of business rules from core programming; and the availability of business rules in both human and machine-readable formats. The commitment to formal system development methodology and open,

reusable system architecture is extremely important in order to ensure that states can more easily change and maintain systems, as well as integrate and interoperate with a clinical and administrative ecosystem designed to deliver person-centric services and benefits.

Modularity is breaking down systems requirements into component parts. Extremely complex systems can be developed as part of a service-oriented architecture (SOA). Modularity also helps address the challenges of customization. Baseline web services and capabilities can be Enhanced Funding Requirements: Seven Conditions and Standards 2 Version 1.0 April 2011/ Centers for Medicare & Medicaid Services developed for and used by anyone, with exceptions for specific business processes handled by a separate module that interoperates with the baseline modules. With modularity, changes can be made independently to the baseline capabilities without affecting how the extension works. By doing so, the design ensures that future iterations of software can be deployed without breaking custom functionality. A critical element of compliance with this condition is providing CMS with an understanding of where services and code will be tightly coupled, and where the state will pursue a more aggressive decoupling strategy.

**Use of Systems Development Lifecycle Methodologies.** States should use a system development lifecycle (SDLC) methodology for improved efficiency and quality of products and services. The system development lifecycle methodology should have distinct, well-defined phases for inception through close-out; include planning that describes schedules, target dates, and budgets; should exhibit controls over the life of the project via written documentation, formal reviews, and signoff/acceptance by the system owner(s); and should have well-documented, repeatable processes with clear input and output criteria (e.g., artifacts). States should assess deliverables against CMS guidelines such as MITA and *Medicaid and Exchange IT Guidance*.

CMS is implementing a streamlined systems development life cycle process for Exchange Grants that accommodates CMS feedback and direction to the states. All grantees have received guidance on this process. We will also distribute information on our combined Exchange/ Medicaid governance processes to states through a variety of different mechanisms, including informational bulletins and by posting materials on our CMS website. States will be required to participate in this process for eligibility and enrollment systems needed to implement expansions under the Affordable Care Act. States may refer to this SDLC process as a model they can employ internally for other Medicaid IT projects. Otherwise, the system development methodology framework selected by the state should suit the specific kinds of project, based on varying technical, organizational, project, and team factors. Some mature methodologies for consideration include the traditional “waterfall” model; Rapid Application Development (RAD); Spiral Approach; Unified Process or Rational Unified Process (RUP), which reinforces the usage of Unified Modeling Language (UML); and Agile Development.

The objective of any SDLC process is to provide structure and discipline, and states are to build secure IT solutions based on SOA principles. The application of and adherence to SOA principles should facilitate the delivery of flexible, agile, and interoperable MMISs. States should employ an

open, reusable system architecture that separates the presentation layer, business logic (i.e., service layer), and data layer for greater flexibility, security, performance, and quality of design, implementation, maintenance, and enhancement in the software life cycle. The system architecture should utilize a user interface (UI) framework that deploys presentation components to allow for communication with disparate populations using different media formats such as web, email, mobile, and short message service (i.e., text messaging).

**Identification and description of open interfaces.** States should emphasize the flexibility of open interfaces and exposed APIs as components for the service layer. States should identify all interfaces in their development plan and discuss how those interfaces will be maintained. States must develop and maintain an exposed API to any data services hub available for the reporting of data, verifications, and exchange of data among states. Service interfaces should be documented Enhanced Funding Requirements: Seven Conditions and Standards 3 Version 1.0 April 2011/ Centers for Medicare & Medicaid Services in an Interface Control Document (ICD). This ICD, for which CMS can provide a template, should contain details of hardware, operating systems, software, memory, service packs, product keys, and versions.

**Use of business rules engines.** States should ensure the use of business rules engines to separate business rules from core programming, and should provide information about the change control process that will manage development and implementation of business rules. States should be able to accommodate changes to business rules on a regularized schedule and on an emergency basis. States should identify and document the business rules engines used, the manner in which the business rules engine(s) is implemented in the state's architecture, the type of business rules engine (e.g., forward-chaining, backward-chaining, deterministic/ domain specific, event processing, inference-based, etc.); the licensing and support model associated with the business rules engine(s); and the approximate number of rules the business rules engine(s) executes for a given business process.

**Submission of business rules to a HHS-designated repository.** States should be prepared to submit all their business rules in human-readable form to an HHS repository, which will be made available to other states and to the public. In their APD, states must specify when they expect to make those business rules available. CMS will provide additional detail and specifications about how to submit those rules. If the states want to protect distribution of any specific business rules, (e.g., those that protect against fraud) states may specify their desire to protect those rules.

## 2.2 MITA Condition

This condition requires states to align to and advance increasingly in MITA maturity for business, architecture, and data. CMS expects the states to complete and continue to make measurable progress in implementing their MITA roadmaps. Already the MITA investments by federal, state, and private partners have allowed us to make important incremental improvements to share data and reuse business models, applications, and components. CMS strives, however, to build on and accelerate the modernization of the Medicaid enterprise that has thus far been achieved.

**MITA Self Assessments.** CMS will be reviewing and producing MITA 3.0 in 2011. This next version of MITA will take into account the changes required by the Affordable Care Act and the availability of new technologies such as cloud computing and build out maturity levels 4 and 5. Once completed, CMS expects all states to update their self-assessments within 12 months. If a state has not yet completed a self-assessment, it may wait until version 3.0 is published (expected in 2011).

**MITA Roadmaps.** States will provide to CMS a MITA Maturity Model Roadmap that addresses goals and objectives, as well as key activities and milestones, covering a 5-year outlook for their proposed MMIS solution, as part of the APD process. This document will be updated on an annual basis. States should demonstrate how they plan to improve in MITA maturity over the 5-year period and their anticipated timing for full MITA maturity. States should ensure that they have a sequencing plan that considers cost, benefit, schedule, and risk.

**Concept of Operations (COO) and Business Process Models (BPM).** States should develop a concept of operations and business work flows for the different business functions of the \state to Enhanced Funding Requirements: Seven Conditions and Standards 4 Version 1.0 April 2011/ Centers for Medicare & Medicaid Services advance the alignment of the state's capability maturity with the MITA Maturity Model (MMM). These COO and business work flows should align to any provided by CMS in support of Medicaid and Exchange business operations and requirements. States should work to streamline and standardize these operational approaches and business work flows to minimize customization demands on technology solutions and optimize business outcomes. CMS will provide more direction in future guidance about the form and format for the COO and BPMs.

### 2.3 Industry Standards Condition

States must ensure alignment with, and incorporation of, industry standards: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with federal civil rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act; and standards and protocols adopted by the Secretary under section 1561 of the Affordable Care Act. CMS must ensure that Medicaid infrastructure and information system investments are made with the assurance that timely and reliable adoption of industry standards and productive use of those standards are part of the investments. Industry standards promote reuse, data exchange, and reduction of administrative burden on patients, providers, and applicants.

**Identification of industry standards.** CMS will communicate applicable standards to states. Standards would be updated periodically to ensure conformance with changes in the industry. States will be required to update systems and practices to adhere to evolving industry standards in order to remain eligible for enhanced FFP funding. The state must identify all industry standards

relevant to the scope and purpose of their project and produce development and testing plans to ensure full compliance. States must also have risk and mitigation strategies in place to address potential failures to comply.

**Incorporation of industry standards in requirements, development, and testing phases.** States must implement practices and procedures for the system development phases such as requirements analysis, system testing, and user acceptance testing (UAT). States' plans must ensure that all systems comply fully and on-time with all industry standards adopted by the Secretary of HHS. To comply with to the Rehabilitation Act's section 508(c) for accessibility of user interfaces for disabled persons, states must produce a Section 508 Product Assessment Package as part of their SDLC. The state should perform regularly scheduled (i.e., automatic) scans and manual testing for Section 508(c) compliance for all types of user interface screens (static, dynamic, Web, client-server, mobile, etc.) to meet the standards for full compliance. Software is available that assist with Section 508(c) compliance testing.

## 2.4 Leverage Condition

State solutions should promote sharing, leverage, and reuse of Medicaid technologies and systems within and among states. States can benefit substantially from the experience and investments of other states through the reuse of components and technologies already developed, consistent with a service-oriented Enhanced Funding Requirements: Seven Conditions and Standards 5 Version 1.0 April 2011/Centers for Medicare & Medicaid Services architecture, from publicly available or commercially sold components and products, and from the use of cloud technologies to share infrastructure and applications. CMS commits to work assertively with the states to identify promising state systems that can be leveraged and used by other states. Further, CMS would strongly encourage the states to move to regional or multi-state solutions when cost effective, and will seek to support and facilitate such solutions. In addition, CMS will expedite APD approvals for states that are participating in shared development activities with other states, and that are developing components and solutions expressly intended for successful reuse by other states. CMS will also review carefully any proposed investments in sub-state systems when the federal government is asked to share in the costs of updating or maintaining multiple systems performing essentially the same functions within the same state.

**Multi-state efforts.** States should identify any components and solutions that are being developed with the participation of or contribution by other states.

**Availability for reuse.** States should identify any components and solutions that have high applicability for other reuse by other states, how other states will participate in advising and reviewing these artifacts, and the development and testing path for these solutions and components will promote reuse. As the capability becomes available, states should supply key artifacts to a common, national cloud-based repository accessible by all states and CMS. Further definition of these artifacts (SLDC deliverables, business requirements and process flows, and

conceptual and logical data models) and how to provide them to the national repository will follow in subsequent guidance.

**Identification of open source, cloud-based and commercial products.** States should pursue a service-based and cloud-first strategy for system development. States will identify and discuss how they will identify, evaluate, and incorporate commercially or publicly available off-the-shelf or open source solutions, and discuss considerations and plans for cloud computing. States should identify any ground-up development activity within their development approaches and explain why this ground-up activity has been selected.

**Customization.** States will identify the degree and amount of customization needed for any transfer solutions, and how such customization will be minimized.

**Transition and retirement plans.** States should identify existing duplicative system services within the state and seek to eliminate duplicative system services if the work is cost effective such as lower total cost of ownership over the long term.

## 2.5 Business Results Condition

Systems should support accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public. Ultimately, the test of an effective and efficient system is whether it supports and enables an effective and efficient business process, producing and communicating the intended operational results with a high degree of reliability and accuracy. It would be inappropriate to provide enhanced federal funding for systems that are unable to support desired business outcomes. Enhanced Funding Requirements: Seven Conditions and Standards 6 Version 1.0 April 2011/ Centers for Medicare & Medicaid Services.

**Degree of automation.** The state should be highly automated in systematic processing of claims (including claims of eligibility) and steps to accept, process, and maintain all adjudicated claims/transactions.

**Customer service.** States should document how they will produce a 21st-century customer and partner experience for all individuals (applicants, beneficiaries, plans, and providers). This 21st-century customer experience should include the ability to submit and manage interactions with Medicaid through the web and to self-manage and monitor accounts and history electronically. It should also outline how customer preferences for communications by email, text, mobile devices, or phones will be accommodated. States should also commit to testing and evaluation plans to ensure providers, applicants, and others interacting with and using their systems will have the opportunity to provide feedback and assessment of accessibility, ease of use, and appropriateness of decisions.

**Performance standards and testing.** CMS intends to provide additional guidance concerning performance standards—both functional and non-functional, and with respect to service level agreements (SLA) and key performance indicators (KPI). We expect to consult with states and stakeholders as we develop and refine these measures and associated targets. As this list of measures will be focused on very core elements/indicators of success, states should also consider adding state-specific measures to this list.

For the implementation of IT system enhancements, states will execute tests against test cases intended to verify and validate the system’s adherence to its functional and non-functional requirements.

For operational IT systems, states will periodically evaluate system performance against established SLAs. When SLAs are not met, states will create and execute a Plan of Action with Milestones (POAM). CMS reserves the right to inspect a state’s performance assessment outcomes and POAMs. States will periodically evaluate operational business processes against established KPIs. When KPIs are not met, states will create and execute a POAM. CMS reserves the right to inspect a state’s performance assessment outcomes and POAMs.

## **2.6 Reporting Condition**

Solutions should produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.

Systems should be able to produce and to expose electronically the accurate data that are necessary for oversight, administration, evaluation, integrity, and transparency. These reports should be automatically generated through open interfaces to designated federal repositories or data hubs, with appropriate audit trails. MITA 3.0 will provide additional detail about reporting requirements and needs that arise from the Affordable Care Act. Additional details about data definitions, specifications, timing, and routing of information will be supplied later this year.

## **2.7 Interoperability Condition**

Systems must ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, Enhanced Funding Requirements: Seven Conditions and Standards 7 Version 1.0 April 2011/Centers for Medicare & Medicaid Services public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

CMS expects that a key outcome of the government’s technology investments will be a much higher degree of interaction and interoperability in order to maximize value and minimize burden

and costs on providers, beneficiaries, and other stakeholders. CMS is emphasizing in this standard and condition an expectation that Medicaid agencies work in concert with Exchanges (whether state or federally administered) to share business services and technology investments in order to produce seamless and efficient customer experiences. Systems must also be built with the appropriate architecture and using standardized messaging and communication protocols in order to preserve the ability to efficiently, effectively, and appropriately exchange data with other participants in the health and human services enterprise.

As stated in MITA Framework 2.0, each state is “responsible for knowing and understanding its environment (data, applications and infrastructure) in order to map its data to information-sharing requirements. The data-sharing architecture also addresses the conceptual and logical mechanisms used for data sharing (i.e., data hubs, repositories, and registries). The data-sharing architecture will also address data semantics, data harmonization strategies, shared-data ownership, security and privacy implications of shared data, and the quality of shared data.

**Interactions with the Exchange.** States should ensure that open interfaces are established and maintained with any federal data services hub and that requests to the hub are prepared and available for submission immediately after successful completion of the application for eligibility. States must ensure and test communications between Exchange and Medicaid systems so that determinations and referrals can be effectively transmitted from the Exchange. States should describe how shared services will support both the Exchange and Medicaid.

**Interactions with other entities.** States should consult with and discuss how the proposed systems development path will support interoperability with health information exchanges, public health agencies, and human services programs to promote effective customer service and better clinical management and health services to beneficiaries. States should also consult with and discuss how eligibility systems will allow community service organizations to assist applicants seeking health care coverage to complete forms and to submit those forms

#### **D. Support Alabama State Self-Assessment**

The AL MMIS must be aligned with and support State Medicaid goals, functions and business practices as outlined in the 2016 AL MITA 3.0 State Self-Assessment.

#### **E. Security**

The AL MMIS must meet all applicable State and Federal standards and requirements for security.



## State of Alabama Solicitation

<b>Solicitation</b> RFP 062 17000000159	<b>Document Phase</b> Final	<b>Document Description</b> Independent Verification
<b>Procurement Folder</b> 382510	<b>Creation Date</b> 07/18/17	<b>Print Date</b> 07/18/17

## Request for Proposals

### CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Info RFP	RFP@medicaid.alabama.gov	334-353-3785
Issuer:	Info RFP	RFP@medicaid.alabama.gov	334-353-3785
Buyer:	Info RFP	RFP@medicaid.alabama.gov	334-353-3785

Bids will be accepted from: 07/24/17  
to: 09/21/17

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures  
Should be Directed To The Buyer Contact Listed Above.

### COMMODITY INFORMATION

Group: 1 Line: 1 Line Type: Service  
Commodity Code: PRF07 Quantity:  
Commodity Description: COMMUNICATIONS AND MEDIA RELATED Unit:  
Extended Description:

COMMUNICATIONS AND MEDIA RELATED SERVICES

### SHIPPING AND BILLING

#### Shipping

Medicaid Headquarters Shipping  
501 Dexter Avenue  
Montgomery, AL 36104

Delivery Date:

#### Billing

Delivery Type:

### COMMODITY INFORMATION

Group: 1 Line: 2 Line Type: Service  
Commodity Code: PRF08000001 Quantity:  
Commodity Description: CONSULTING SERVICES Unit:  
Extended Description:







1700000159	Document Phase Final	Document Description Independent Verification	Page 5 of 7
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GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

**GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.**

**1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP** – *From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.}*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

**2. NONRESPONSIVE PROPOSALS** - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

**3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE** - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

**4. EXPENSES** - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

**5. REJECTION OF PROPOSALS** - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

**6. EXPENSES OF PROPOSAL** – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

**7. DISCLOSURE STATEMENT** - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

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the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

**8. LEGISLATIVE CONTRACT REVIEW** - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

**9. THE FINAL TERMS OF THE ENGAGEMENT** - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

**10. BEASON-HAMMON ACT COMPLIANCE.** A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 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.

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**ATTENTION:** Alabama Medicaid intends to post the Alabama Medicaid Agency Independent Verification & Validation Consultant Services RFP specifications document by the close of business on 07/24/2017, to the Alabama Medicaid website at:

[http://www.medicaid.alabama.gov/CONTENT/2.0\\_newsroom/2.4\\_Procurement.aspx](http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx).

All questions concerning this RFP must be directed to:

[IVRFP@medicaid.alabama.gov](mailto:IVRFP@medicaid.alabama.gov)

**Amendment 1 to RFP 2017-IVV-01**

**August 11, 2017**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: 2017-IVV-01. THIS AMENDMENT MUST BE INCLUDED IN THE PROPOSER'S RESPONSE AND MEET THE REQUIREMENTS AS DEFINED IN THE RFP.

THE PROPOSER MUST SIGN AND RETURN THIS AMENDMENT WITH THEIR PROPOSAL.

I. Section B, Schedule of Events page 3, Changed as follows:

Was

<b>Event</b>	<b>Date</b>
Answers to Questions Posted as Available	7/26/2017-8/17/17
Final Posting of Questions and Answers	8/18/17

Changed to

<b>Event</b>	<b>Date</b>
Vendor submit RFP Questions <ul style="list-style-type: none"><li>▪ Answers are posted to the Medicaid website when available</li><li>▪ All questions must be received no later than 5PMCT, Friday, 8/18/17</li></ul>	7/26/2017-8/18/17
Final posting of Questions and Answers to Medicaid website	8/25/17

II. Section II, SCOPE OF WORK, E. IV&V CONTRACTOR RESPONSIBILITIES, page 16, Changed as follows:

Was

*As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 50 pages, 25 pages front and back as listed in this Scope of Work section IV&V Contractor Expectations.*

Changed to

*As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 100 pages, 50 pages front and back as listed in this Scope of Work section IV&V Contractor Expectations.*

III. Section II, SCOPE OF WORK, F. IV&V VENDOR STAFFING AND EXPERTIZE, page 23, Changed as follows:

Was

*As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 50 pages, 25 pages front and back as listed in this Scope of Work section IV&V Staffing and Expertize.*

Changed to

As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 100 pages, 50 pages front and back as listed in this Scope of Work section IV&V Staffing and Expertize.

IV. Section III, Pricing page 33-34, Changed as follows:

Was

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

Changed to

The Alabama Medicaid Agency has determined a performance bond will not be required as part of this procurement.

V. Section VI, Corporate Background and References page 36, Changed as follows:

Was

As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 80 pages, 40 pages front and back as listed in Corporate Background and References.

Changed to

As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following in a max of 100 pages, 50 pages front and back as listed in Corporate Background and References.

I hereby acknowledge the receipt of Amendment 1 to RFP 2017-IVV-01.

\_\_\_\_\_  
Authorized [Proposer/Vendor] Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Proposer/Vendor] Organization

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
1	8/1/2017	8/11/2017	What is the estimated cost of the AMMI IV&V Services?	Medicaid will not provide estimated cost for procurements.	0	
2	8/1/2017	8/11/2017	On page 13 of the IV&V RFP document, a "system planner" is mentioned. Has this planner been selected yet? Is this going to be someone from within the agency or a consultant that will be acquired through a solicitation? If the planner is external, does the agency have an anticipated release date for a Systems Planner solicitation?	Medicaid has not selected a system planner at this time. Medicaid anticipates a consultant will be used and their services will be procured through an RFP. Medicaid will most likely issue a system planner RFP in the next 12 months.	13	
3	8/1/2017	8/11/2017	How will the agency acquire the modules listed on page 14? Does the agency anticipate to release separate solicitations or one single solicitation?	Medicaid will acquire the modules through an RFP. Medicaid anticipates separate solicitations.	14	
4	8/1/2017	8/11/2017	Does the agency have an anticipated release date of the Systems Integrator solicitation, as stated on page 14. If so, when?	Medicaid anticipates a system integrator solicitation over the next 12 to 18 months.	14	
5	8/1/2017	8/11/2017	What services will module 1 be composed of? Please detail the composition of modules 2-5.	Modules 1 through 5 were listed as placeholders only. The intention of the schedule is to show a maximum number of modules that may be implemented over a set timeframe.		
6	8/1/2017	8/11/2017	What is the estimated cost of the overall Alabama Medicaid Modular Implementation (AMMI) project?	Medicaid will not provide estimated cost for procurements.		
7	8/1/2017	8/11/2017	Has the Agency allocated funding for the AMMI yet? If so, through which source (budget, CIP, state/federal grant etc)? If no funding is secured, which sources will be sought and when?	All funding for MMIS related projects is obtained through CMS' Advance Planning Document (APD) process. Funding for AMMI has not been submitted at this time.		
8	8/1/2017	8/11/2017	Who is the technical contact and/or project manager for the AMMI?	A technical project manager has not been identified at this time.		
9	8/1/2017	8/11/2017	Will the agency acquire a AMMI Modular Consultant? If so, when and if applicable, will a solicitation be released?	Medicaid has not selected a system planner at this time. Medicaid anticipates a consultant will be used and their services will be procured through an RFP. Medicaid will most likely issue a system planner RFP in the next 12 months.		

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
10	8/1/2017	8/11/2017	I saw the Case Management System and Fraud Detection System RFP was cancelled, how does the Agency intend to meet the need of this system? Does the Agency have any plans to procure a solution? Has it been done to date? If not, what is the anticipated release date on that RFP?	Medicaid has no plans for the Case Management System and Fraud Detection System at this time.		
11	8/1/2017	8/11/2017	Has the Electronic Visit Verification System already been procured? If so, how was it obtained and who provided the solution? Is the outline on page 14 only for the maintenance and operations of the system?	The Electronic Visit Verification System has already been procured. Yes, the outline on page 14 is only for maintenance and operations of the Electronic Visit Verification System.	14	
12	8/1/2017	8/11/2017	I noticed that the Eligibility and Enrollment Implementation will be completed in house. Will the maintenance and operations of that system be procured? If so, when is the anticipated release date?	Medicaid anticipates maintenance and operations to remain in house.		
13	8/1/2017	8/11/2017	Will the agency be procuring a Quality Assurance consultant? If so, when and how will that be procured?	Quality Assurance service needs will be determined in the future.		
14	8/1/2017	8/11/2017	Has the MMIS Takeover services already been procured? I see the contract with HP expires in 2018, when does the agency anticipate to release a solicitation for these services?	Medicaid estimates the MMIS Takeover RFB will be released in the future. Please refer to the Alabama State Purchasing website for updates.		
15	8/1/2017	8/11/2017	Does the agency have the intention to procure an enterprise service bus? If so, how will it be procured and when?	Medicaid will determine the requirements and timeline for the enterprise service bus after procurement of the services of a system planner and integrator.		
16	8/1/2017	8/11/2017	Does the agency anticipate to procure Enterprise Data Services and/or a Business Intelligence System? If so, how and when will solicitations for these solutions be released?	Medicaid will determine the requirements and timeline for the Enterprise Data Services and/or a Business Intelligence System after procurement of the services of a system planner and integrator.		
17	8/2/2017	8/11/2017	Has the State identified components of the AMEE solution that are mandated to be part of the AMMI technical architecture? If yes, please provide a description of which components of AMEE are to be used for AMMI.	No, the State has not identified components of the AMEE solution that are mandated to be part of the AMMI technical architecture.	9	A. Program Approach
18	8/2/2017	8/11/2017	Can the State provide the name of the PMO Contractor? Is the contract for System Planner and Integrator the same contract (and vendor) or two separate contracts (with two vendors)?	Medicaid has not selected a PMO at this time. Medicaid has not determined if system planner and the integrator will be the same contract.	13	Project Solutions, MMIS Procurement

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
19	8/2/2017	8/11/2017	It is our understanding that the State contracted with [vendor] for the SS-A. Is that correct? Is [vendor] prohibited from being awarded this IV&V contract?	Medicaid can allow a MITA SSA vendor to be awarded an IV&V contract.	13	PROJECT SOLUTIONS, MMIS
20	8/2/2017	8/11/2017	Should proposers to this RFP assume that IV&V services for the AMEE, MMIS Takeover and M&O and EVV M&O are required for the entire term of the base contract and staff accordingly? Can the State provide any more details on the timeline for design, development and implementation of: AMEE, MMIS Takeover and M&O and EVV M&O	Yes, the proposers should assume that IV&V services for the AMEE, MMIS Takeover and M&O and EVV M&O are required for the entire term of the base contract and staff accordingly. AMEE is currently in DDI and estimated to continue through December 2018 at a minimum. MMIS Takeover and M&O DDI is estimated to start February 2018. EVV M&O is estimated to begin October 2017. The proposers should note that the scope of IV&V services for all M&O is for DDI activities when CMS or the State require IV&V.	13 & 14	D. OVERVIEW OF PROJECT SOLUTIONS, MMIS Procurement Strategy, High Level Procurement Schedule
21	8/2/2017	8/11/2017	This section requires vendors to respond to 21 distinct requirements, many having multiple sib-requirements. Based on our experience a 50 page limit is too restrictive and may prevent a complete response on how vendors propose to satisfy each requirement. Additionally, there is no specific requirement that enables a respondent to describe their overall IV&V methodology (standards, tools, checklists) which is critical for evaluators to understand how a vendor's response each specific requirement is part of an enterprise approach to IV&V. We respectfully request that the page limit for this section of the response be increased to 100 pages to enable vendors to provide complete responses and to describe their IV&V methodology.	Amendment 1 will address this question.	16	E. IV&V CONTRACTOR RESPONSIBILITIES IV&V Contractor Expectations
22	8/2/2017	8/11/2017	We assume that the reference to the "current IV&V Contractor" is to the Contractor providing IV&V on the AMEE project. Is that correct? How many FTEs are being utilized on the current IV&V contract? Is the "current IV&V contractor" eligible for award of this IV&V contract?	Yes, the reference to the "current IV&V Contractor" is to the Contractor providing IV&V on the AMEE project. Medicaid is not providing FTE information at this time. Medicaid has not eliminated any vendor from this procurement.	16	E. IV&V CONTRACTOR RESPONSIBILITIES IV&V Contractor

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
23	8/2/2017	8/11/2017	Typically, our staffs, both key and non-key, conduct interviews and participate in project briefings at the client’s site. Analysis of on-site findings, deliverable reviews and developing reports is performed on-site and off-site. Is this arrangement agreeable to the State? Will the State provide office space for IV&V staff? If yes, how may spaces will be provided?	Section F outlines personnel requirements for the projects. Please see the following: Section F. IV&V Vendor Staffing and Expertise Contractor Key Project Personnel 1. Key Project Personnel Requirements The State will provide office spaces. The number of spaces will be determined by vendor need and availability.	25	F. IV&V VENDOR STAFFING AND EXPERTISE
24	8/2/2017	8/11/2017	We are assuming that the scope of all deliverables listed in Table 1, includes both AMMI and AMEE. Is that a correct assumption or does the State require separate deliverables for the AMMI and AMEE projects? Additionally, we assume that findings related to our IV&V of the MMIS Takeover and M&O and the EVV M&O projects will be incorporated into our AMMI/AMEE deliverables as appropriate rather than as spate deliverables. Is this assumption correct?	Each project is considered separate and require separate deliverables defined in table 1. For example one deliverable is a project schedule. We would expect two project schedules one for AMMI and one for AMEE.	27 -32	G. IV&V DELIVERABLES
25	8/2/2017	8/11/2017	Performance Bonds are typically required for system design, development and implementation (DDI) projects, not for IV&V engagements. The State has several contractual protections against poor performance including approval of IV&V deliverables prior to any payment and a Termination for Convenience clause in its General Terms and Conditions. Adding a Performance Bond as an additional protection seems redundant and unnecessarily drives up the cost of the contract. Request that this requirement be deleted.	Amendment 1 will address this question.	33	III. Pricing

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
26	8/3/2017	8/11/2017	The RFP states that the “IV&V vendor will need to support a new MMIS Takeover Implementation and Maintenance and Operations and Electronic Visit Verification Systems Maintenance and Operations.” It is our understanding that the EVV system will be implemented prior to the IV&V Services contract begin date of January 2018. Please clarify the scope of this support noted on page 13 as focused on the MMIS Takeover Implementation vendor(s), which includes utilizing the input/output of the EVV system; whereby, not precluding a vendor such as the Electronic Visit Verification vendor from providing a proposal and receive the award of this IV&V Services contract.	The Electronic Visit Verification System is considered to be part of the MMIS and the Medicaid Enterprise. The State anticipates a significant modification or reprocurement of the EVVS that will require IV&V services. The scope of IV&V services for all M&O is for DDI activities when CMS or the State require IV&V. Therefore an EVVS vendor cannot be the IV&V vendor. See Section E. IV&V CONTRACTOR RESPONSIBILITIES, Conflict of Interest Exclusion.	13	D. Overview of Project Solutions – MMIS Procurement Strategy
27	8/3/2017	8/11/2017	Does the Agency require the same number of copies (1 original, 6 copies, and 2 CDs) for both the technical proposal and the cost proposal?	Only one copy of the cost proposal is needed.	40	N. Copies Required
28	8/3/2017	8/11/2017	If a bidder elects not to assert any proposal information as confidential or proprietary, is only 1 CD required?	It is up to the vendor to determine if a confidential or proprietary CD is required. The Agency assumes anything not marked confidential and proprietary to be available for disclosure. The Agency assumes no liability for the disclosure of the content not marked confidential and proprietary or for any other disclosure made pursuant to regulation, law, or court order.	40	N. Copies Required
29	8/3/2017	8/11/2017	We typically do not include our staff’s personal address, out of respect for their privacy. Can the Agency confirm that we can list our company address instead?	Yes, the Vendor can list the company address instead.	73	Appendix C – Key Position Resume Sheet

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
30	8/8/2017	8/25/2017	Appendix D: Cost Proposal Template includes in Section 2 a request for hourly rates for each Job title/Labor Category that may be used in completion of this project. Will this Rate Card be included in the evaluation process, and if so how will it be included?	The Rate Card will not be included in the evaluation process.	42	VIII-E
31	8/8/2017	8/25/2017	What methodology will be used to award the 45 points on Cost?	There will be a range of points Contractors can earn in the pricing category based on a baseline created by the lowest price bid.		
32	8/10/2017	8/25/2017	Would the state provide the APD/IAPD document (redacted if necessary) submitted to CMS to obtain funding for this project?	The State will not provide the APD/IAPD for this project.		
33	8/10/2017	8/25/2017	What is the definition and expectation of functional lead?	A functional lead will serve in a business analyst role. Some of their duties would include assessing deliverables, making recommendations and reporting findings.		
34	8/10/2017	8/25/2017	What is the definition and expectation of technical lead?	A technical lead will serve in a system analyst role. Some of their duties would include assessing technical deliverables, making recommendations and reporting findings.		
35	8/10/2017	8/25/2017	Does the state intend to procure PMO and/or System Integrator (SI) services as part of the AMEE and/or AMMI projects?	Yes, the State intends to procure PMO and System Integrator services as part of the AMMI project.		
36	8/10/2017	8/25/2017	Will the IV&V be required to travel outside of Montgomery for any portion of the scope of work (e.g. observing the EVV system in the field)?	No travel will be required outside of Montgomery.		
37	8/10/2017	8/25/2017	Section VI Corporate Background and References has a max limit of 80 single sided pages, does this also include the Resumes. If yes, is this for all staff or only the Attachment C: Key Resume Sheets?	Resumes are not part of the Corporate Background and References Section VI page limit.		VI
38	8/15/2017	8/25/2017	<i>Section IX.EE - Invoicing and Payment</i> How long after receipt of an invoice does acceptance and payment occur?	See Section G. IV&V Deliverables to outline the process for deliverable acceptance. The Agency will follow approved payment procedures.		IX.EE
39	8/15/2017	8/25/2017	<i>Attachment A - Business Associate Agreement</i> Are the Business Associate Agreement terms negotiable?	No, the terms are not negotiable.		Attach A

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
40	8/15/2017	8/25/2017	<p><i>Section II.1, page 25</i>                      Key Project Personnel Requirements states "All Key Project Personnel will work on site in Alabama." We understand the importance of ongoing, consistent, in-person interactions between IV&amp;V staff and other project stakeholders. However, in our experience, an appropriate level of interaction and accountability can be accomplished more cost effectively without requiring IV&amp;V staff to be onsite 100% of the time. Is it the intent of the Agency that the Contractor has all Key Project Personnel on site in Alabama 100% of the time?</p>	<p>It is not the intent of the Agency that the Contractor has all Key Project Personnel on site in Alabama 100% of the time.</p>	25	II.1
41	8/15/2017	8/25/2017	<p><i>RFP Page 23 - Conflict of Interest Exclusion</i>                      The Conflict of Interest Exclusion states "The project IV&amp;V Contractor (and its subcontractors) is prohibited from soliciting, proposing or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation activity on the subject project solutions. This exclusion extends to any other project within Alabama Medicaid that may interact with or otherwise provide services to the subject project solutions during the full term of this contract." With regard to the Conflict of Interest Exclusion, we assume that simply having a utilization management and quality review contract with Alabama Medicaid is not a conflict of interest -- in that our contract does not require us to design, implement, and manage the state's MMIS. While our utilization management and quality review contract with Alabama Medicaid does require some interaction with state data sets related to MMIS we assume that this is not a Conflict of Interest. Does the State affirm this?</p>	<p>The State has not determined that a conflict of interest exists at this juncture of the procurement process. However, the bidder has the ultimate responsibility to ensure no conflict exists at the time of bid. The Agency can make no representation that a conflict of interest will not be determined later in the procurement process.</p>	23	
42	8/15/2017	8/25/2017	<p><i>Section IV&amp;V - Contractor Expectations Item #11 and Item #12, page 18-19</i>                      Will temporary common space be provided while the IV&amp;V team members are onsite, including table top surface, chair, electric power, Wi-Fi access, and meeting space?</p>	<p>The State will provide office spaces. The number of spaces will be determined by vendor need and availability. Space typically includes table top surface, chair, electric power, Wi-Fi access, and meeting space as available</p>	18-19, Item #11,12	IV&V-CE

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
43	8/15/2017	8/25/2017	<p><i>Section VI.b - Item #4, page 36</i>                      Corporate Background and References asks the Vendor to provide, "Names and resumes of Senior Managers and Partners in regards to this contract. Use Appendix C: Key Position Resume Sheet." Although Appendix C: Key Position Resume Sheet instructions state, "This form must be used to respond to key positions. For each named individual a separate Key Position Resume Sheet must be submitted." Please clarify if resumes are required for ALL of our Senior Managers and Partners or if resumes of the executive(s) only responsible for the IV&amp;V contract will suffice.</p>	Resumes are required for Senior Managers and Partners that are responsible for the IV&V contract.	36, Item #4	VI.b
44	8/15/2017	8/25/2017	<p><i>Section IV&amp;V - Contractor Expectations, Item #3, page 16</i>                      Will there be a separate Quality Assurance/Testing contractor or State Team on the project? If so, what are the State's expectations for the interaction of the I&amp;V Contractor with the QA/Testing Team? Who will the IV&amp;V Project Manager report to at the State?</p>	The State has not determined if there will be a separate Quality Assurance/Testing contractor. The IV&V Project Manager will report to a separate State Agency to be identified by Medicaid.	16, Item #3	IV&V-CE
45	8/15/2017	8/25/2017	<p><i>Section IV&amp;V - Contractor Expectations, Item #3, page 16</i>                      Is the incumbent IV&amp;V Contractor eligible to bid on this RFP?</p>	See response to question 22.	16, Item #3	IV&V-CE
46	8/18/2017	8/25/2017	<p>The resume template (Appendix C) does not have a location to include relevant certifications, such as Project Management Professional (PMP). What is the State's recommendation to allow vendors to annotate staff certifications as part of the response to this RFP?</p>	Appendix C has a section listed as "Candidate and Vendor Certification" for staff certifications.		App C
47	8/18/2017	8/25/2017	<p>The IV&amp;V Contractor will play a crucial role in ensuring that the various modules function as required, and will work with the State, the Project Management Office (PMO) Contractor, other AMMI vendors and CMS, as required, to perform this work. Has state chosen Project Management Office (PMO) Contractor?</p>	See response to question 18.		
48	8/18/2017	8/25/2017	<p>On P20 16e, Will IV&amp;V be expected to recommend measures to assess vendor and contractor performance?</p>	Yes, the Agency expects IV&V to <i>recommend</i> measures to assess vendor and contractor performance.	20	16e
49	8/18/2017	8/25/2017	<p>On P21 18/i/3, Will IV&amp;V also be expected to perform design walkthroughs, as applicable.</p>	Yes, the design walkthroughs are part of the review process.	21	18/i/3

**IV&V RFP#2017-IVV-01 Proposal Questions and Answers**

Question ID	Date Question Asked	Date Answered	Question	Agency Answer	RFP Page Number	Section Number
50	8/18/2017	8/25/2017	Should the response include the following sections? a. Scope of Work b. Pricing ( Appendix D ) c. Corporate Background and References d. Submission Requirements (Required Forms and Statements)	The RFP outlines with a note each section that should be included in the vendor response.		
51	8/18/2017	8/25/2017	Does the state prefer a specific order for the response sections?	No the State does not prefer a specific order for the response section.		
52	8/18/2017	8/25/2017	Should the pricing proposal (appendix D) be included with the 'submission response' or as a separate document?	The pricing proposal should be a separate document.		
53	8/18/2017	8/25/2017	If pricing (appendix D) is a separate document the document will only be a few pages. Must we submit Appendix D in a separate 3 ring binder or can Appendix D be submitted in a separate sealed envelope?	The Vendor may submit Appendix D in a separate sealed envelope.		
54	8/18/2017	8/25/2017	Are resumes included in the maximum page count of 100 pages for the Corporate Background and References section?	See response to question 37.		